

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 11-63

TO J. BAUM - OAK, S.P.

DATE SEPT. 1-76 TIME _____

Re: Underground Service - "SOUTHFIELD TANGLEWOOD APTS. - CITY OF SOUTHFIELD, MICH."
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: File -

SIGNED

John N. Waterloo
John N. Waterloo
Real Estate and R/W Department
Pontiac Service Center Annex

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

SOUTHFIELD TANGLEWOOD

APARTMENTS

LIBER 6871 PAGE 617

LIBER 6762 PAGE 212

76

80064

77

23525

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 30TH day of August, 19 76, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

1-10
/24

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as SOUTHFIELD TANGLEWOOD APARTMENTS, on land in the City of Southfield, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

- a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

RECORDED FROM DEED OR WAY NO. 30847

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

1500
H.00

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of:

Mary Ann Misiak
MARY ANN MISIAK

Irene C. Kata
IRENE C. KATA

Frances J. Michaels
FRANCES J. MICHAELS

J. Douglas Roy
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY
By W. C. Arnold
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

By Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY
By H. A. Mindot
H.A. MINDOT DIVISION PLANT ENG.
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHTS OF WAY CO. 30842

VENUE:

Witnesses:

HOMERD INVESTMENT COMPANY
A Michigan Corporation
18800 W. Ten Mile Road
Southfield, Michigan 48075

Lucille M. Schmitt
Lucille M. Schmitt

Harry Weitzer
Harry Weitzer, President

John N. Waterloo
John N. Waterloo

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

On this 1st day of September 1976, before me appeared Harry Weitzer, to me personally known, who being by me severally duly sworn, did say that he is President of Homerd Investment Company, A Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said Harry Weitzer, acknowledged the said instrument to be the free act and deed of the above corporation.

John N. Waterloo
John N. Waterloo
Notary Public Macomb County, Michigan

My Commission Expires: 1-23-78

APPENDIX "A"

A parcel of land lying in the N.E. 1/4 of Section 24, Township 1 North, Range 10 East, City of Southfield, Oakland County, Michigan described as beginning at a point on the North line of said Section 24 distant South 89°55'00" West, 309.65 feet along the said North line of said Section 24 from the N.E. corner of said Section 24; thence South 00°39'30" East, 332.64 feet; thence South 89°49'30" West 300.00 feet; thence North 00°39'30" West, 333.44 feet to the South line of Eleven Mile Rd.; thence along said South line North 89°55'00" East, 500.00 feet to the point of beginning and contains 166,514 square feet, 3.823 acres, more or less.

Prepared by:
John N. Waterloo
30400 Telegraph
Birmingham, Michigan 48010

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1977 MAR 25 AM 11:35
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

30847

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

APPLICATION FOR U.R.D. EASEMENTS
DE FORM RR 11 5-73

FOR E & RW DE EASE DATE REC'D 8-17-76 DE-BELL NO. 06-6-48

TO: J. ROBERTSON
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR
DISTRICT OAKLAND

Application No. _____
Date 8-9-76

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

- 1. Copy of complete final proposed plat, or
- 2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title commitment, contract, or title search)

or

B. Other than subdivision

- ✓ 1. Property description.
- ✓ 2. Site plan.
- ✓ 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name SOUTHFIELD TANGLEWOOD APTS. County OAKLAND
City/Township/Village SOUTHFIELD Section No. 24

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other

2. Name of Owner H. WEITZER Phone No. 559-9191

Address 18800 W. 10 MILE SQ. 48075

Owner's Representative ROBERT HOEFT Phone No. 559-9191

3. Date Service is Wanted 11-1-76

- 4. Entire project will be developed at one time YES NO
- 5. Cable poles on property YES NO
- 6. Joint easements required YES NO

a. Name of other utilities M.B.T.

b. Other utility engineer names, addresses, phone numbers: R. ROWLEY - 968-5544

7. Part of subdivision is fed from overhead service. YES NO

Lot No. _____

8. Additional information or comments: _____

RECORDED RIGHT OF WAY NO 30847

NOTE: Trenching letter attached will be submitted later.

Signed J. F. Baum
SERVICE PLANNING DEPARTMENT
Address O.D.H. Phone 645-4112

**Detroit
Edison**

24000 Division
24000 Telegraph Road
Warren, Michigan 48090
Phone 645-4378

October 5, 1976


Homeward Investment Company
18800 W. 10 Mile Road
Southfield, Michigan 48075

Gentlemen:

Re: SOUTHFIELD TANGLEWOOD APT'S

We are enclosing herewith a fully executed copy of the agreement dated August 30, 1976 for the underground electric and communication service for the above named project.

Sincerely,


John N. Waterloo, Representative
Real Estate and Rights of Way

JNW/ls

RECORDED RIGHT OF WAY NO. 30847

Detroit
Edison

Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 645-4000

Date: August 26, 1976

Mr. Harry Weitzer

18800 W. Ten Mile Rd.

Southfield, Mi 48075

Re: Southfield Tanglewood Apts.

Gentlemen:

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and you provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 8-16-76.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 2,301.00 based on 790 trench feet or -- lot front feet and 200 KVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for (to be determined), we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 2,301.00 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED
INDEXED
30847

Southfield Tanglewood Apts.

Date August 26, 1976

If for any reason, beyond the control of the Utility, the construction start date indicated is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,

Ray Bokan
Service Planning- Oakland
645-4113

ACCEPTED:

Name

Title

Name

Title

Date

Enc: Grading Certificate

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DE Form PL 101 8-76

5-20-76 RETURN

RECORDED
30847

Detroit
Edison

Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 627-4000

Pontiac 645-4378

August 19, 1976

HOMEWARD INVESTMENT COMPANY
18800 W. 10 Mile Road
Southfield, Michigan 48075

Gentlemen:

Re: SOUTHFIELD TANGLEWOOD APT'S.


Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,


John N. Waterloo, Representative
Real Estate and Rights of Way

JNW/ljs
Enclosures

30849

