

+

+

RIGHT OF WAY FILE #

R 22901

GRANTOR NAME

[Empty grid for Grantor Name]

[Empty grid for Grantor Name]

STREET ADDRESS

[Empty grid for Street Address]

[Empty grid for Street Address]

ST

[Empty grid for Street Suffix]

CITY/TOWN

[Empty grid for City/Town]

ZIP CODE

[Empty grid for Zip Code]

EASEMENT DESCRIPTION

[Empty grid for Easement Description]

AGREEMENT DATE

[Empty grid for Agreement Date]

AGREEMENT TYPE

[Empty grid for Agreement Type]

R P C

LIBER #

[Empty grid for Liber #]

PAGE #

[Empty grid for Page #]

DRAWING R/W #

U 231424

PVT CL#

[Empty grid for PVT CL#]

SECTION

[Empty grid for Section]

QUARTER SECTION 3

[Empty grid for Quarter Section 3]

1/4 1/2

QUARTER SECTION 2

[Empty grid for Quarter Section 2]

1/4 1/2

QUARTER SECTION 1

[Empty grid for Quarter Section 1]

1/4 1/2

TOWNSHIP

[Empty grid for Township]

COUNTY

[Empty grid for County]

RTE OF LINE

[Empty grid for Route of Line]

N/S E/W B

TOWNSHIP RANGE

[Empty grid for Township Range]

DIVISION CODE

[Empty grid for Division Code]

A D M O T W

SUBDIVISION NAME

[Empty grid for Subdivision Name]

OUT LOT

[Empty grid for Out Lot]

EAST OF

[Empty grid for East of]

BLOCK #1

[Empty grid for Block #1]

WEST OF

[Empty grid for West of]

LOT #1

[Empty grid for Lot #1]

NORTH OF

[Empty grid for North of]

BLOCK #2

[Empty grid for Block #2]

SOUTH OF

[Empty grid for South of]

LOT #2

[Empty grid for Lot #2]

+

+

22-907

67 29380

1-11/8

MODIFICATION OF EASEMENTS

THIS INSTRUMENT made by the undersigned this 2nd day of May, _____, 1967.

WHEREAS, C. W. BABCOCK AND SONS, INC. granted easements, covenants and restrictions to THE DETROIT EDISON COMPANY, 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, 1365 Cass Avenue, Detroit, Michigan, 48226, in parcels of land as described in Easement Grant dated September 18, 1964, and recorded November 30, 1964, in Liber 4659, Page 541-544, Oakland County Records, described as follows:

PARCEL "A"

A part of the Northwest 1/4 of Section 8, Town 1 North, Range 11 East, City of Royal Oak, Oakland County, Michigan, described as beginning at the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South 00°03'45" West, 343.07 feet along the westerly line of Woodslee Drive; thence North 89°25'45" West, 297.44 feet; thence North 00°03" East, 340.34 feet to the southerly line of Thirteen Mile Road; thence South 89°57' East, 297.34 feet along said southerly line to the point of beginning.

and by Easement and Restrictions dated April 29, 1965, and recorded December 14, 1965, in Liber 4823, Pages 4-9, Oakland County Records, for land described as follows:

PARCEL "B"

A part of the Northwest 1/4 of Section 8, Town 1 North, Range 11 East, City of Royal Oak, County of Oakland, State of Michigan, described as commencing at a point in the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South 0°03'45" West 343.07 feet along the Westerly line of Woodslee Drive; thence North 89°25'45" West 297.44 feet to the point of beginning; thence North 89°25'45" West 104.76 feet; thence North 32°05' West 91.97 feet to a point; thence 00°03' East 111.51 feet to a point; thence North 89°57' West, parallel to the South line of Thirteen Mile Road, 65 feet to a point; thence North 00°03' East 150 feet to a point in the South line of Thirteen Mile Road; thence South 89°57' East 218.67 feet along the South line of Thirteen Mile Road to a point; thence South 00° 03' West 340.34 feet to point of beginning.

AND, WHEREAS, certain relocations, corrections and modifications of the easements hereinabove recorded were necessary to properly service the buildings on said lands.

NOW, THEREFORE, the easements set forth above in the recorded Easement and Restrictions as shown on drawings of The Detroit Edison Company, No. U2-3-1368, Revision "A", and No. U2-3-1424, Revision "B", are hereby relocated, corrected and

RECORDED RIGHT OF WAY NO. 22901

11.00

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

STATE OF MICHIGAN)
)
) SS.
COUNTY OF WAYNE)

On this 8th day of November, 1965, before me the subscriber, a Notary Public in and for said County, appeared JAMES L. BABCOCK, a married man, and CHARLES H. BABCOCK, a married man, as joint tenants with right of survivorship, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Virginia M. Foote
VIRGINIA M. FOOTE
Notary Public, Wayne County, Michigan

My Commission Expires: 1-28-69

Rec'd
PREPARED BY S. McNAMEE
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED
106901

DESCRIPTIONAPPENDIX "A"

Commencing at a point, said point being ⁱⁿ the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South $0^{\circ}03'45''$ West 343.07 feet along the Westerly line of Woodslee Drive; thence North $85^{\circ}25'45''$ West 402.20 feet to the point of beginning; thence South $58^{\circ}01'15''$ West 512 feet to a point; thence North $34^{\circ}22'$ West 227.60 feet to a point; thence South $55^{\circ}02'15''$ West 100.00 feet to a point; thence North $34^{\circ}14'50''$ West 160.00 feet to a point; thence South $54^{\circ}41'$ West 4.97 feet to a point; thence North $33^{\circ}44'$ West 84.0 feet to a point; thence North $54^{\circ}51'30''$ East 150.86 feet to a point; thence North $00^{\circ}19'30''$ West 14.44 feet to a point; thence North $89^{\circ}56'20''$ East 165.18 feet to a point; thence North $54^{\circ}41'$ East 115.56 feet to a point; thence North $00^{\circ}04'40''$ West 113.03 feet to a point; thence South $89^{\circ}57'$ East 354.12 feet to a point; thence South $00^{\circ}03'$ West 261.51 feet to a point; thence South $32^{\circ}05'$ East 91.97 feet to point of beginning.

Land in the City of Royal Oak, County of Oakland, State of Michigan, being part of the northwest 1/4 of Section 8, Town 1 N, R 11 E as described as above.

22901

H.R. & APARTMENTS

111/4

AGREEMENT

THIS AGREEMENT, made this 8th day of November, 1965, by C. W. BABCOCK AND SONS, INC., a Michigan corporation, and and between JAMES L. BABCOCK, a married man, and CHARLES H. BABCOCK, a married man, as joint tenants with right of survivorship, of 9341 Chalmers, Detroit, Michigan, 48213,

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON".

WHEREAS, DEVELOPER is developing land for apartments to be known as "Royal Oak Co-op Apartments" in the City of Royal Oak, County of Oakland, State of Michigan; said land being described in "Appendix A", which is attached hereto and made a part hereof.

AND, WHEREAS, DEVELOPER has submitted the plan of said apartments to EDISON and desires that EDISON install its electric distribution lines for electric underground 3 phase, 120/240 volt, 3 WIRE wire, 60 cycle service in the easement(s) provided in said land.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between the DEVELOPER and EDISON, it is hereby agreed:

Responsibility of DEVELOPER

1. Record prior to utility installations a separate instrument granting (a) private easement(s) for public utilities and restrictions acceptable to EDISON and Michigan Bell Telephone Company for the underground service.
2. DEVELOPER shall grade easements to finished grade prior to installation of underground lines so that electrical distribution service can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easement(s) shall be considered finished grade.
3. Survey stakes indicating property lines and building plot lines must be properly emplaced before and after trenching to enable EDISON to locate its underground lines, transformer(s) and equipment.
4. Install sanitary sewers prior to installation of electric underground lines. Sewer lines may cross but may not be installed within the easements used for electric and telephone lines.

7.00
3m

RECORDED WITH DEPT. OF TAX NO. 22901

5. All ~~trenching, backfilling and~~ removal of trees, shrubbery or obstructions required for installation of electric lines in the easement(s) provided to EDISON shall be done at the expense of DEVELOPER.

TRENCHING & BACK FILLING TO BE DONE
AT EXPENSE OF DEVELOPER IN ACCORDANCE
WITH LETTER AGREEMENT DATED NOV 5 1966

Location of the trenches in the Easement(s) and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines. DEVELOPER will pay all extra costs incurred by EDISON if paving is done before cable or conduit crossings are in place.

6. The DEVELOPER hereby agrees that if subsequent to the installation of the lines, conduit(s), transformer(s), secondary service pedestals and equipment by EDISON, EDISON is required to repair, remove, rearrange, or relocate any of the above described facilities to conform to a new plot plan or change of grade made by the DEVELOPER or for any cause or changes attributable to the DEVELOPER's action or request or the action or request of DEVELOPER's heirs, administrators, executors, successors or assigns, the cost of removing, repairing, rearranging or relocating EDISON's facilities shall be paid forthwith to EDISON by the DEVELOPER, or their heirs, administrators, executors, successors or assigns upon receiving a statement therefor.

7. Where electric service conductors to apartment buildings are to be furnished and installed by DEVELOPER, they shall consist of _____ service conductors, type USE, in compliance with the National Electrical Code, at least 1/0 copper in size, _____ of a type suitable for direct burial and installed underground.

Responsibility of EDISON

1. Upon completion of the above requirements necessary for the installation of underground electric distribution service, EDISON will furnish, install, own and maintain, at its own expense, the transformer(s), secondary service pedestals, meters, high voltage primary cables, and any necessary cable ducts for said cables and

Secondary Service Cables between Transformer & Buildings.

located in the above described lands. Provided, however, should the above described

RECORDED RIGHT OF WAY NO. 22901

installations of EDISON be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON by DEVELOPER or their successors or assigns upon receiving a statement therefor.

2. EDISON will meter and bill each tenant individually at the standard rate established by the Michigan Public Service Commission.

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

In the Presence of:

William J. H. Carroll
WILLIAM J. H. CARROLL

Irene C. Kata
IRENE C. KATA

Virginia M. Foote
VIRGINIA M. FOOTE

Rose B. Stone
ROSE B. STONE

THE DETROIT EDISON COMPANY,
a New York corporation

By: M. Pease
M. PEASE
VICE PRESIDENT

By: H. E. Blachford
H. E. BLACHFORD, ASST. SECRETARY
C. W. BABCOCK AND SONS, INC.
a Michigan corporation

By: James L. Babcock
James L. Babcock, President

By: Charles H. Babcock
Charles H. Babcock, Secretary

By: James L. Babcock
James L. Babcock, a married man,

Charles H. Babcock
Charles H. Babcock, a married man,
as joint tenants with right of survivorship.

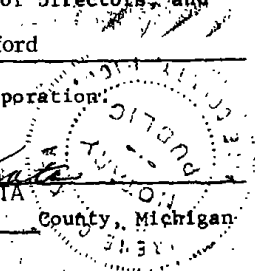
Prepared By: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226

RECORDED RIGHT OF WAY NO. 22901

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 16th day of November, 1965, before me the subscriber, a Notary Public in and for said County appeared M. Pease and H. E. Blachford, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and M. Pease and H. E. Blachford acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kvia
IRENE C. K VIA
Notary Public, Wayne County, Michigan



My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 8th day of November, 1965, before me the subscriber, a Notary Public in and for said County, appeared James L. Babcock and Charles H. Babcock, to me personally known, who being by me duly sworn did say they are the President and Secretary of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and James L. Babcock and Virginia M. Foote acknowledged said instrument to be the free act and deed of said corporation.

Virginia M. Foote
Virginia M. Foote
Notary Public, Wayne County, Michigan

My Commission Expires: 1-28-69

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226

RECORDED FIRST OF MAY NO. 22901

STATE OF MICHIGAN)
COUNTY OF WAYNE)

On this 8th day of November, 1965, before me the subscriber, a Notary Public in and for said County, appeared JAMES L. BABCOCK, a married man, and CHARLES H. BABCOCK, a married man, as joint tenants with right of survivorship, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Virginia M. Foote
VIRGINIA M. FOOTE
Notary Public, Wayne County, Michigan

My Commission Expires: 1-28-69

STATE OF MICHIGAN
REGISTER OF DEEDS RECORDS
1965 NOV 23 AM 11:33
John D. Murphy
JOHN D. MURPHY
CLERK-REGISTER OF DEEDS

22901

DESCRIPTION

APPENDIX "A"

Commencing at a point, said point being ⁱⁿ the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South 0°03'45" West 343.07 feet along the Westerly line of Woodslee Drive; thence North 85°25'45" West 402.20 feet to the point of beginning; thence South 58°01'15" West 512 feet to a point; thence North 34°22' West 227.60 feet to a point; thence South 55°02'15" West 100.00 feet to a point; thence North 34°14'50" West 160.00 feet to a point; thence South 54°41' West 4.97 feet to a point; thence North 33°44' West 84.0 feet to a point; thence North 54°51'30" East 150.86 feet to a point; thence North 00°19'30" West 14.44 feet to a point; thence North 89°56'20" East 165.18 feet to a point; thence North 54°41' East 115.56 feet to a point; thence North 00°04'40" West 113.03 feet to a point; thence South 89°57' East 354.12 feet to a point; thence South 00°03' West 261.51 feet to a point; thence South 32°05' East 91.97 feet to point of beginning.

Part of the North west quarter of Section 8 Town one North, Range 11 east, City of Royal Oak/

*Returned to Harold J. Skelton
2000 11-11-1990 482.50
Sub. 17. 11/11/90 - 6 -*

22901

1-11/8

EASEMENT - RESTRICTIONS - COVENANTS

IN CONSIDERATION, of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, their licensees, lessees, successors and assigns, to construct line facilities for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), _____

_____ in, under, over, upon and across easement ~~(s)~~ 6 feet feet wide, the centerline(s) of which ~~(has)~~ (are) identified on The Detroit Edison Company Drawing(s) No. U2-3-1424 which (is) ~~(are)~~ attached hereto and made a part hereof. Said easement ~~(s)~~ (is) ~~(are)~~ located in land in the City of Royal Oak, County of Oakland, State of Michigan, described in Appendix "A", which is attached hereto and made a part hereof.

~~1. In addition, EDISON shall have the right and easement to place its cables in buildings in conduit provided by the undersigned together with the right and easement to place its transformers, switching equipment, meters, primary connection boxes and other equipment in buildings in accordance with Detroit Edison Company XPC Drawing No. _____ which is attached hereto and made a part hereof.~~

2. It is understood and agreed that the title to all primary cables, switching equipment, transformers, meters, meter enclosures ~~_____~~ _____ of EDISON situated in or on premises of the undersigned shall at all times remain in EDISON and shall be deemed to be personal property and shall not be deemed a part of the realty.

The grantees, their employes, agents and contractors shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating, and maintaining their lines, switching equipment, cables, telephone terminals, transformer(s), meters and other equipment.

RECORDED HIGHWAY NO. 202511

700

and modified as indicated on Drawing No. U2-3-1424, Revision "C", which is attached hereto and made a part hereof.

Said Easements as relocated, corrected and modified and the covenants and restrictions herein above stated shall and do remain in full force and effect and shall be binding upon the Grantor and its successors and assigns.

In the Presence of:

BY: C. W. Babcock and Sons, Inc.
BABCOCK WOODSLEE CO-OPERATIVE, INC.
2820 Woodslee Drive
Royal Oak, Michigan
As to Lot 1, Babcock Apartments Sub. No. 1, Liber 115, Page 21 of Plats, Oakland County Records.

Rose B. Stone
Rose B. Stone
Virginia M. Foote
Virginia M. Foote

BY: Arend M. Plews Pres
Arend Plews, President
BY: Fred. Whitbread VP
Fred Whitbread, Vice President

BABCOCK OAKS CO-OPERATIVE, INC.
2915 West Thirteen Mile Road
Royal Oak, Michigan
As to Lot 2, Babcock Apartments Sub. No. 1, Liber 115, Page 21 of Plats, Oakland County Records.

Rose B. Stone
Rose B. Stone
Virginia M. Foote
Virginia M. Foote

BY: Frederick Hartwick Pres.
Frederick Hartwick, President
BY: Virgil Zech V. Pres.
Virgil Zech, Vice President

BABCOCK MAPLES CO-OPERATIVE, INC.
2925 West Thirteen Mile Road
Royal Oak, Michigan
As to Lot 3, Babcock Apartments Sub. No. 1, Liber 115, Page 21 of Plats, Oakland County Records.

Rose B. Stone
Rose B. Stone
Virginia M. Foote
Virginia M. Foote

BY: Charles H. Babcock
Charles H. Babcock, Secretary
BY: Genevieve M. Carlson
Genevieve M. Carlson, Assist. Treasurer

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTERED RECORDS

RECORDED RIGHT OF WAY NO. 22901

967 MAY 26 PM 3 59
JOHN P. MURPHY
NOTARY PUBLIC
REGISTERED

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

On this 2nd day of May, 1967, before me, the subscriber, Arend Plews, Fred. Whitebread, Frederick Hartwick, Virgil Zech, Charles H. Babcock, Genevieve Carlson a Notary Public in and for said County, appeared _____, to me personally known, who being by me duly sworn did say they are the President, Vice President ~~Secy. & Asst. Treas.~~ of _____

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Invalidation of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 29th day of April, 1965.

C. W. BABCOCK AND SONS, INC.,
a Michigan corporation,
9341 Chalmers Avenue, Detroit, Michigan

Virginia M. Foote
VIRGINIA M FOOTE
Lucy Heffernan
LUCY HEFFERNAN

By: James L. Babcock
JAMES L. BABCOCK
By: Charles H. Babcock
CHARLES H BABCOCK

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 29th day of April, 1965, before me the subscriber, a Notary Public in and for said County, appeared James L. Babcock and Charles H. Babcock, to me personally known, who being by me duly sworn did say they are the President and Secretary of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and James L. Babcock and Charles H. Babcock acknowledged said instrument to be the free act and deed of said corporation.

Virginia M. Foote
VIRGINIA M FOOTE
Notary Public, Wayne County, Michigan

My Commission Expires: Jan. 28, 1969

Ret'd
PREPARED BY S McNAMEE
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

John D. Murphy
CLERK-REGISTER OF DEEDS

1965 DEC 14 PM 12 03

RECORDED IN MICHIGAN
COUNTY RECORDS

RECORDED RIGHT OF WAY NO. 2290

11/4

THIS AGREEMENT, made this 29th day of April, 19 65, by and between C. W. BABCOCK AND SONS, INC., a Michigan corporation, of 9341 Chalmers, Detroit, Michigan, 48213,

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON".

WHEREAS, DEVELOPER is developing land for apartments to be known as Royal Oak Co-op Apartments in the City of Royal Oak, County of Oakland, State of Michigan; said land being described in "Appendix A", which is attached hereto and made a part hereof.

AND, WHEREAS, DEVELOPER has submitted the plan of said apartments to EDISON and desires that EDISON install its electric distribution lines for electric underground ~~single~~ & three phase, 120/240 volt, ~~three~~ and four wire, 60 cycle service in the easement(s) provided in said land.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between the DEVELOPER and EDISON, it is hereby agreed:

Responsibility of DEVELOPER

1. Record prior to utility installations a separate instrument granting (a) private easement(s) for public utilities and restrictions acceptable to EDISON and Michigan Bell Telephone Company for the underground service.
2. DEVELOPER shall grade easements to finished grade prior to installation of underground lines so that electrical distribution service can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easement(s) shall be considered finished grade.
3. Survey stakes indicating property lines and building plot lines must be properly emplaced before and after trenching to enable EDISON to locate its underground lines, transformer(s) and equipment.
4. Install sanitary sewers prior to installation of electric underground lines. Sewer lines may cross but may not be installed within the easements used for electric and telephone lines.

RECORDED RIGHT OF WAY
29940

600
Return to page 4

installations of EDISON be damaged by acts of negligence on the part of DEVELOPER or its _____ contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or its _____ successors or assigns and shall be paid forthwith to EDISON by DEVELOPER or its _____ successors or assigns upon receiving a statement therefor.

2. EDISON will meter and bill each tenant individually at the standard rate established by the Michigan Public Service Commission.

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

In the Presence of:

Lillian J. H. Carroll
LILLIAN J. H. CARROLL

Irene C. Kata
IRENE C. KATA

Virginia M. Foote
Virginia M. Foote

Lucy Heffernan
Lucy Heffernan

THE DETROIT EDISON COMPANY,
a New York corporation

By: M. Pease
M. Pease
VICE PRESIDENT

By: H. E. Blachford
H. E. BLACHFORD
C. W. BABCOCK AND SONS, INC.
a Michigan corporation
ASST. SECRETARY

By: James J. Babcock
James J. Babcock
President

By: Charles H. Babcock
Charles H. Babcock,
Secretary

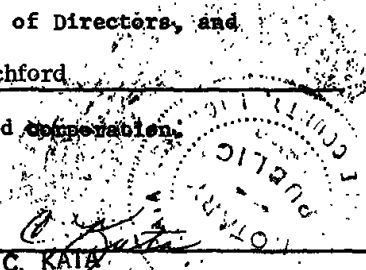
OAKLAND COUNTY REGISTER
REGISTER OF DEEDS RECORDS
1955 MAY 19 PM 3 15
John B. Murphy
CLERK-REGISTER OF DEEDS

RECORDED IN VOL. OF MAY NO. 33901

Prepared By: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 10th day of May, 1965, before me the subscriber,
a Notary Public in and for said County, appeared M. Pease
and H. E. Blachford, to me personally known, who being by me
duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of
THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said instrument was
signed in behalf of said corporation, by authority of its Board of Directors, and
M. Pease and H. E. Blachford
acknowledged said instrument to be the free act and deed of said corporation.



Irene C. Kaita
IRENE C. KAITA
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 29th day of April, 1965, before me the subscriber,
a Notary Public in and for said County, appeared James L. Babcock
and Charles H. Babcock, to me personally known, who being by me
duly sworn did say they are the President and Secretary
of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said
instrument is the corporate seal of said corporation, and that said instrument was
signed in behalf of said corporation, by authority of its Board of Directors, and
James L. Babcock and Charles H. Babcock
acknowledged said instrument to be the free act and deed of said corporation.

Virginia M. Foote
Virginia M. Foote
Notary Public, Wayne County, Michigan

My Commission Expires: Jan. 28th 1969
~~April 29, 1965~~

Return to: Harold J. Pinales
2000 Second Ave.
Detroit 26, Michigan

RECORDED RIGHT OF WAY NO. 100-1000

"APPENDIX A"

DESCRIPTION

Land in the City of Royal Oak, County of Oakland, State of Michigan, described as follows:

A part of the Northwest 1/4 of Section 8, Town 1 North, Range 11 East, City of Royal Oak, County of Oakland, State of Michigan, described as commencing at a point in the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South 0°03'45" West 343.07 feet along the Westerly line of Woodslee Drive; thence North 89°25'45" West 297.44 feet to the point of beginning; thence North 89°25'45" West 104.76 feet; thence North 32°05' West 91.97 feet to a point; thence 00°03' East 111.51 feet to a point; thence North 89°57' West, parallel to the South line of Thirteen Mile Road, 65 feet to a point; thence North 00°03' East 150 feet to a point in the South line of Thirteen Mile Road; thence South 89°57' East 218.67 feet along the South line of Thirteen Mile Road to a point; thence South 00°03' West 340.34 feet to point of beginning.

10662

"APPENDIX A"

DESCRIPTION

Land in the City of Royal Oak, County of Oakland, State of Michigan, described as follows:

A part of the Northwest 1/4 of Section 8, Town 1 North, Range 11 East, City of Royal Oak, County of Oakland, State of Michigan, described as commencing at a point in the Southwest corner of Thirteen Mile Road and Woodslee Drive; thence South $0^{\circ}03'45''$ West 343.07 feet along the Westerly line of Woodslee Drive; thence North $89^{\circ}25'45''$ West 297.44 feet to the point of beginning; thence North $89^{\circ}25'45''$ West 104.76 feet; thence North $32^{\circ}05'$ West 91.97 feet to a point; thence $00^{\circ}03'$ East 111.51 feet to a point; thence North $89^{\circ}57'$ West, parallel to the South line of Thirteen Mile Road, 65 feet to a point; thence North $00^{\circ}03'$ East 150 feet to a point in the South line of Thirteen Mile Road; thence South $89^{\circ}57'$ East 218.67 feet along the South line of Thirteen Mile Road to a point; thence South $00^{\circ}03'$ West 340.34 feet to point of beginning.

10627
42901

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO C. J. Bartholomew - 646 S. O. DATE 7-21-66 TIME _____

RE: Ind. Land Service - Royal Oak Co. - 6882012
City of Royal Oak - Oakland County

Agreements and Easements obtained. May to proceed with construction.

COPIES TO

- I.A. Bagnack - 1901 Second - Rm. 104
- W. Stans - 637 S.O.
- W. Y. Shively - 714 S. O.
- H. V. Fritts - 738 S. O.
- A. Lee - Sales - P. S. C.
- File ✓

SIGNED

Stephen A. Williams
Stephen A. Williams
Attorney
Legal Department

RECORDED RIGHT OF _____
NO. 22901

DATE RETURNED _____

TIME _____

SIGNED _____

P. Frank

Date 6/24/64

To: A. Lee, Sales Department Pontiac

RE: Royal Oak Co-op. apt.

Please provide Mr. Stephen Mc Namee, 230 General Offices, the following information.

C.W. BARBOCK & SON^S INC. Jr 93500

Name of Owner _____
Address and Phone 9341 CHALMERS Detroit

Michigan Corp Foreign Corp Giffels

Doing Business under Assumed Name

Individual Name

Individual includes Wife's Name _____

Co-Partnership

Approximate Service Wanted Date _____

Direct Buried

Conduit System

Bell Engineer RAYMOND S. HOWARD Phone 542-9911

Attach Description of Property

*7/30/64
C.W. Barbock to send me
property description
Will be either co-op.
or condominium*

W.T. Shively
Underground Planning Engineer

RECORDED PRINT OF MAY NO. 22901

EASEMENT - RESTRICTIONS

Date: September 18, 1964

1-11/4

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan (48226), and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, (48226), their licensees, lessees, successors and assigns, to construct underground line facilities for the purpose of providing electric service and communication service, including the necessary cable poles, guys, anchors, wires, cables, transformers and telephone terminals, in, under, upon, over and across property located in the City of Royal Oak, County of Oakland, State of Michigan, further described as follows:

61
79673

A part of the N.W. 1/4 of Section 8, T-1-N., R-11-E., City of Royal Oak, Oakland County, Michigan, described as beginning at the S.W. corner of Thirteen Mile Road and Woodslee Drive; thence S 00°03'45" W., 343.07 feet along the westerly line of Woodslee Drive; thence N 89°25'45" W., 297.44 feet; thence N 00°03" E., 340.34 feet to the southerly line of Thirteen Mile Road; thence S 89°57' E., 297.34 feet along said southerly line to the point of beginning.

with full right of ingress and egress upon said premises to employes or appointees of the said grantees to construct, reconstruct, repair, operate and maintain said line facilities and to trim or cut down or remove any trees which, in the opinion of the Grantees, at anytime interfere with the construction, maintenance and operation of the said line facilities.

The lines of The Detroit Edison Company and Michigan Bell Telephone Company shall be installed in easements six (6') feet in width in accordance with The Detroit Edison Company Underground Lines Department Drawing No. U2-3-1368 / Revision A, which is attached hereto and made a part hereof.

RECORDED RIGHT OF WAY NO. 229281

RESTRICTIONS:

1. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of transformer enclosures.

RECORDED
MICHIGAN BELL TELEPHONE COMPANY
DETROIT, MICHIGAN
01 11 1964
RECORDED
DETROIT EDISON COMPANY
DETROIT, MICHIGAN
01 11 1964

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

Sec. 8; NW 1/4 of (Royal Oak - Corp. Acq'd)

BABCOCK WOODSLEE CO-OPERATIVE, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Arend M. Plews and Fred Whitbread acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 1-28-69
1-28-69
STATE OF MICHIGAN)
COUNTY OF MACOMB)
SS. Virginia M. Foote
Notary Public, Wayne County, Michigan
acting - Macomb County

On this 2nd day of May, 1967, before me the subscriber, a Notary Public in and for said County, appeared Frederick Hartwig and Virgil Zech, to me personally known, who being by me duly sworn did say they are the President and Vice President of BABCOCK OAKS CO-OPERATIVE, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Frederick Hartwig and Virgil Zech acknowledged said instrument to be the free act and deed of said corporation.

RECORDED RIGHT OF WAY NO. 27901

My Commission Expires: 1-28-69
1-28-69
STATE OF MICHIGAN)
COUNTY OF MACOMB)
SS. Virginia M. Foote
Notary Public, Wayne County, Michigan
acting - Macomb County

On this 2nd day of May, 1967, before me the subscriber, a Notary Public in and for said County, appeared Charles H. Babcock and Genevieve M. Carlson, to me personally known, who being by me duly sworn did say they are the Secretary and Asst. Treasurer of BABCOCK MAPLES CO-OPERATIVE, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Charles H. Babcock and Genevieve M. Carlson acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 1-28-69
1-28-69
PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan, 48226
SS. Virginia M. Foote
Notary Public, Wayne County, Michigan
acting - Macomb County

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

2. The grantor shall own, install, maintain and replace at its own expense the electric service conductors lying between the transformer and grantor's buildings.

3. No change in final grade in or near the underground lines installed shall be made when the change in grade, in the opinion of the utilities, interferes with the facilities installed. Final grade is defined as that grade which the owner establishes at the time the utilities place their lines underground.

4. The grantor for whose property telephone service is requested shall be responsible for furnishing at no cost to the utility the trenching and backfilling necessary for the installation, reinstallation, maintenance or repair of telephone facilities from the telephone terminals to the grantor's buildings. The grantor for whose benefit the work is done and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench by said grantor.

This Grant and Restrictions is hereby declared binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor.

Dated at Detroit, Michigan, this 18th day of September, 1964.

In the Presence of:

Virginia M. Foote
Virginia M. Foote
Rose B. Stone
Rose B. Stone

RETURN TO
A. L. KASAMERYR
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

C. W. BABCOCK AND SONS, INC.,
a Michigan corporation
9341 Chalmers Avenue, Detroit, Michigan

By: James L. Babcock President
By: Charles H. Babcock Secretary

PREPARED BY S.M. NADREE
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

On this 18th day of September, 1964, before me the subscriber, a Notary Public in and for said County, appeared James L. Babcock and Charles H. Babcock, to me personally known, who being by me duly sworn did say they are the President and Secretary of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and James L. Babcock and Charles H. Babcock acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: Feb. 23, 1965
Virginia M. Foote
Notary Public, Wayne County, Michigan

RECORDED RIGHT OF WAY NO. 22901

1-11
8

THIS AGREEMENT, made this 22nd day of September, 1964,

between C. W. BABCOCK AND SONS, INC., a Michigan corporation, with offices at 9341 Chalmers Avenue, Detroit, Michigan (48213), hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan (48226), hereinafter referred to as "EDISON".

WHEREAS, the DEVELOPER is developing land in the City of Royal Oak, County of Oakland, State of Michigan, described as:

A part of the N.W. 1/4 of Section 8, T-1-N., R-11-E., City of Royal Oak, Oakland County, Michigan, described as beginning at the S.W. corner of Thirteen Mile Road and Woodslee Drive; thence S 00°03'45" W., 343.07 feet along the westerly line of Woodslee Drive; thence N 89°25'45" W., 297.44 feet; thence N 00°03" E., 340.34 feet to the southerly line of Thirteen Mile Road; thence S 89°57' E., 297.34 feet along said southerly line to the point of beginning.

)

AND, WHEREAS, DEVELOPER has submitted the plot plan to EDISON and desires EDISON to install its electric distribution lines for electric underground, three-phase, 120/240 volt, four wire, 60 cycle service in the easements provided in the above described land.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON, it is hereby agreed:

Responsibility of DEVELOPER

1. Record prior to utility installation a separate instrument granting private easements and restrictions acceptable to EDISON for the underground service.
2. DEVELOPER shall excavate and backfill the trenches required for the installation by EDISON of its underground lines in the easements provided without expense to EDISON. The trenches for EDISON's lines shall be separate from water and sewer trenches and water and sewer lines are to be installed prior to installation of EDISON's electric lines.

1964 SEP 23 PM 1 52
 OAKLAND COUNTY MICHIGAN
 REGISTER OF DEEDS RECORDS
 RECORDED
 222201
 510

RECORDED RIGHT OF WAY NO. 222201

In the Presence of:

C. W. BABCOCK AND SONS, INC.

Virginia M. Foote
Virginia M. Foote

By: James L. Babcock
James L. Babcock President

Rose B. Stone
Rose B. Stone

By: Charles H. Babcock
Charles H. Babcock Secretary

Lillian J. H. Carroll
LILLIAN J. H. CARROLL

THE DETROIT EDISON COMPANY

By: M. Pease
M. Pease VICE PRESIDENT

Irene C. Kata
IRENE C. KATA

By: R. J. Plourde
R. J. PLOURDE SECRETARY

STATE OF MICHIGAN)
COUNTY OF Wayne) SS.

On this 18th day of September, 1964, before me the subscriber, a Notary Public in and for said County, appeared James L. Babcock and Charles H. Babcock, to me personally known, who being by me duly sworn did say they are the President and Secretary of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and James L. Babcock and Charles H. Babcock acknowledged said instrument to be the free act and deed of said corporation.

Virginia M. Foote
Virginia M. Foote
Notary Public, Wayne County, Michigan

My Commission Expires: Feb 23 1965

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

LIBER 4631 PAGE 532

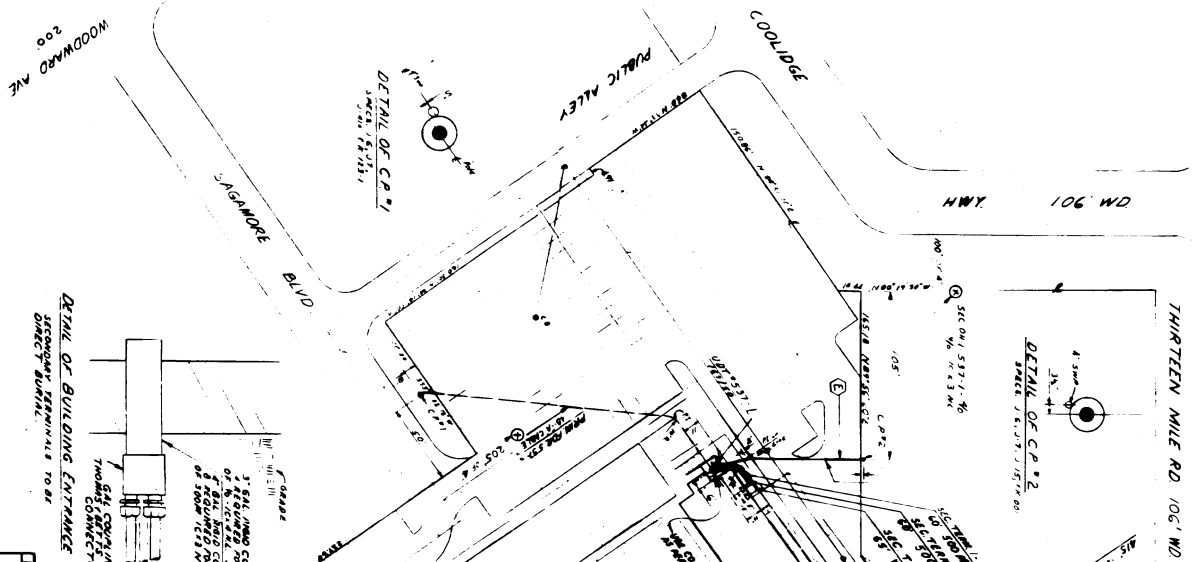
On this 22nd day of September, 1964, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and R. J. Flourde, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and the Secretary of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and M. Pease and R. J. Flourde acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
Irene C. Kata
Notary Public, Wayne County, Michigan

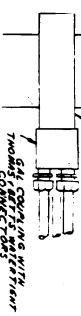
My Commission Expires: July 9, 1968

PREPARED BY S. McNAMEE
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

Return to: Harold J. Ginalis
2000 Second Ave. Rm 226
Detroit 26, Michigan



DETAIL OF BUILDING ENTRANCE
SHOWING TERMINALS TO BE DIRECTLY BURIED



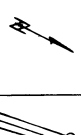
DETAIL OF CP #2
SPEC. 3/4" x 1/2" x 1/2"



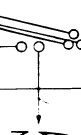
DETAIL OF CP #3
SPEC. 3/4" x 1/2" x 1/2"



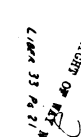
DETAIL OF CP #1
SPEC. 3/4" x 1/2" x 1/2"



DETAIL OF CP #4
SPEC. 3/4" x 1/2" x 1/2"



DETAIL OF CP #5
SPEC. 3/4" x 1/2" x 1/2"



RECORDED RIGHTS ON MAP NO. 23961
LINK 33 PL 21

CALL IN DUCT TERMINALS TO BE BORED DUCT BUREAU, 211 225
AS SHOWN ON THIS AND DUCT
PERMITS REQUIRED
CITY OF BOSTON

GENERAL NOTES
ALL CABLES TO BE INSTALLED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC)
AND THE MASSACHUSETTS REGULATIONS THEREUNDER.
ALL CABLES TO BE INSTALLED IN CONDUITS OR TRAYS
AND TO BE PROTECTED AGAINST MECHANICAL DAMAGE
BY THE INSTALLATION OF PROTECTIVE COVERING.
ALL CABLES TO BE INSTALLED IN CONDUITS OR TRAYS
AND TO BE PROTECTED AGAINST MECHANICAL DAMAGE
BY THE INSTALLATION OF PROTECTIVE COVERING.
ALL CABLES TO BE INSTALLED IN CONDUITS OR TRAYS
AND TO BE PROTECTED AGAINST MECHANICAL DAMAGE
BY THE INSTALLATION OF PROTECTIVE COVERING.

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

TRANSFORMER DATA
UT 537-1 480V 500VA 600V 500VA
UT 537-2 480V 500VA 600V 500VA
UT 537-3 480V 500VA 600V 500VA
UT 537-4 480V 500VA 600V 500VA
UT 537-5 480V 500VA 600V 500VA

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

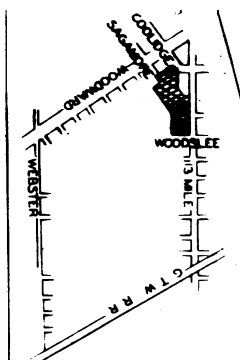
CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

CABLE SUMMARY
180' 3" JOINT BOX FRENCH
FRENCH 3" UTILITY FRENCH
600' OF FRENCH - EDISON ALUM

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	3" RIBBON CONDUIT	100	FT	
2	3" RIBBON CONDUIT	100	FT	
3	3" RIBBON CONDUIT	100	FT	
4	3" RIBBON CONDUIT	100	FT	
5	3" RIBBON CONDUIT	100	FT	
6	3" RIBBON CONDUIT	100	FT	
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99	3" RIBBON CONDUIT	100	FT	
100	3" RIBBON CONDUIT	100	FT	

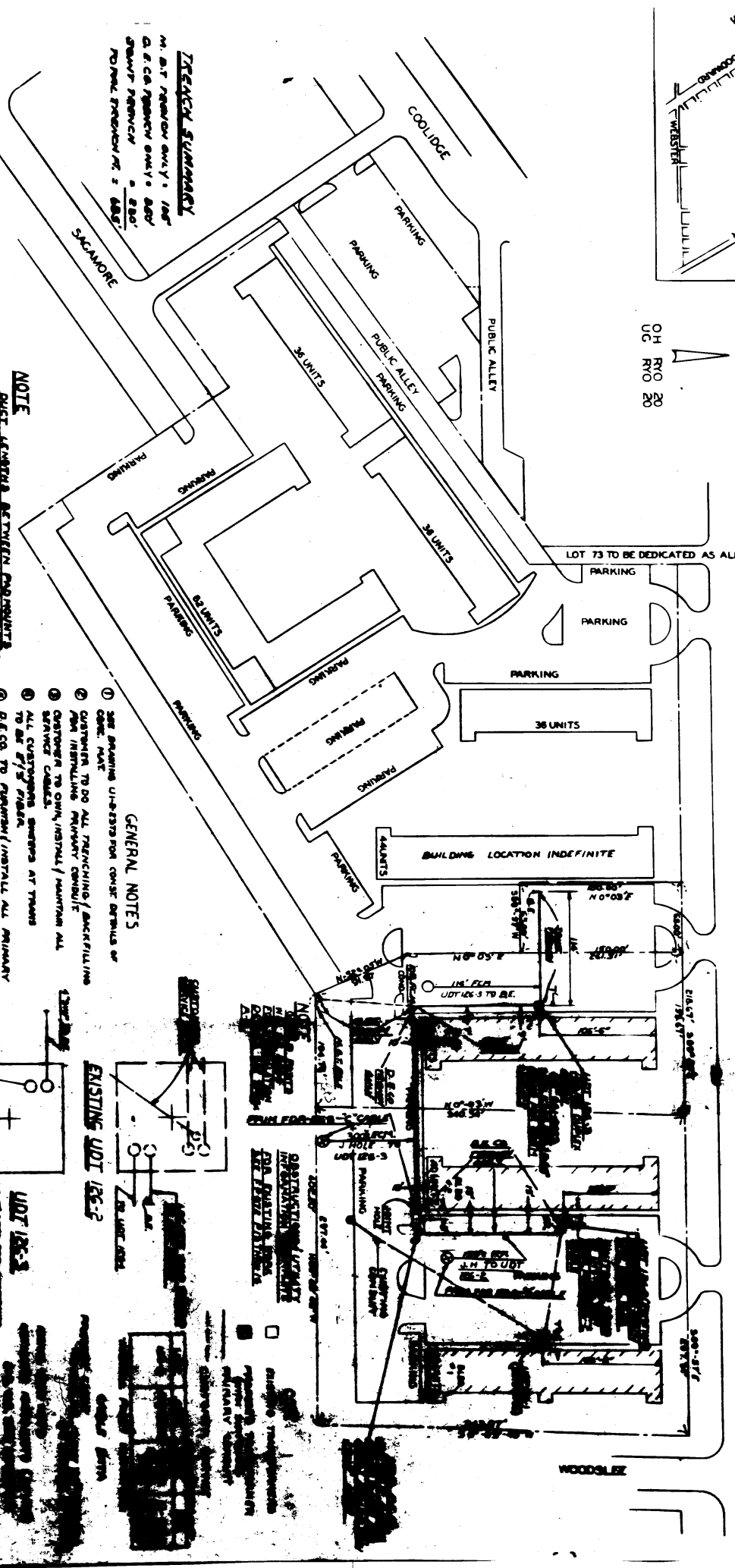
U/G RYO 20-2



OH RYO 20
UC RYO 20

PLAN 23 PAGE 8

13 MILE



TRUCK SUMMARY

M. AT RENOVA ONLY: 100'
D. & C. RENOVA ONLY: 800'
STAMP RENOVA: 2, 800'
POLICE RENOVA: 2, 800'

NOTE

QUEST LENGTHS BETWEEN CONDUITS TO BE SAME AS BETWEEN CONDUITS TO FIELD. CONDUITS TO BE 18" DIA. 1/2" THICK.

GENERAL NOTES

1. SEE DRAWING UDS-273 FOR CONDUIT DETAILS OF CONDUIT MAT.
2. CUSTOMER TO DO ALL REPAIRING/MAINTENANCE FOR INTERRUPTING PRIMARY CONDUIT.
3. CUSTOMER TO OWN, INSTALL/MAINTAIN ALL SERVICE CABLES.
4. ALL CUSTOMER SERVICES AT TRUCK TO BE AT 7'5" FROM D.E.C.O. TO PERMANENT/INSTALL ALL PRIMARY CONDUIT.
5. ALL CONDUIT TO BE 4" I.D.
6. ALL DUCT LENGTHS ARE APPROX. LENGTHS.
7. PRIMARY WELLS AT TRUCK TO BE 4" DIA. 10' DEEP.

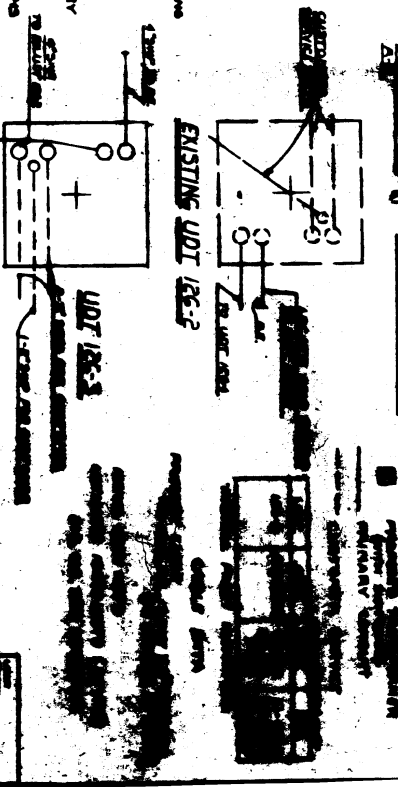
REPLACE TRUCKS

23961

NO.	DESCRIPTION	DATE	BY	REVISION
1	AS SHOWN			
2	AS SHOWN			
3	AS SHOWN			
4	AS SHOWN			
5	AS SHOWN			
6	AS SHOWN			
7	AS SHOWN			
8	AS SHOWN			
9	AS SHOWN			
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11	AS SHOWN			
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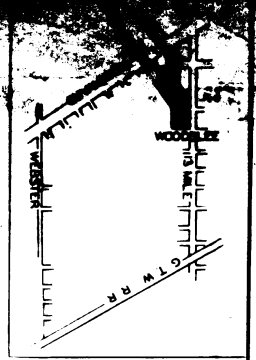
THIRTEEN MILE RD & WOODWARD
ROYAL OAK CO-OP APARTMENTS
NW 1/4 OF NW 1/4
SEC 8

CITY OF ROYAL OAK
OAKLAND CO.
44-5-418
10 215
USA 49-49

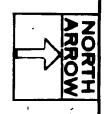


NOTE: ALL EXISTING UTILITIES TO BE RELOCATED TO THE EAST SIDE OF THE PROPERTY. ALL NEW UTILITIES TO BE INSTALLED TO THE WEST SIDE OF THE PROPERTY.

EXISTING UTILITIES TO BE RELOCATED TO THE EAST SIDE OF THE PROPERTY. ALL NEW UTILITIES TO BE INSTALLED TO THE WEST SIDE OF THE PROPERTY.

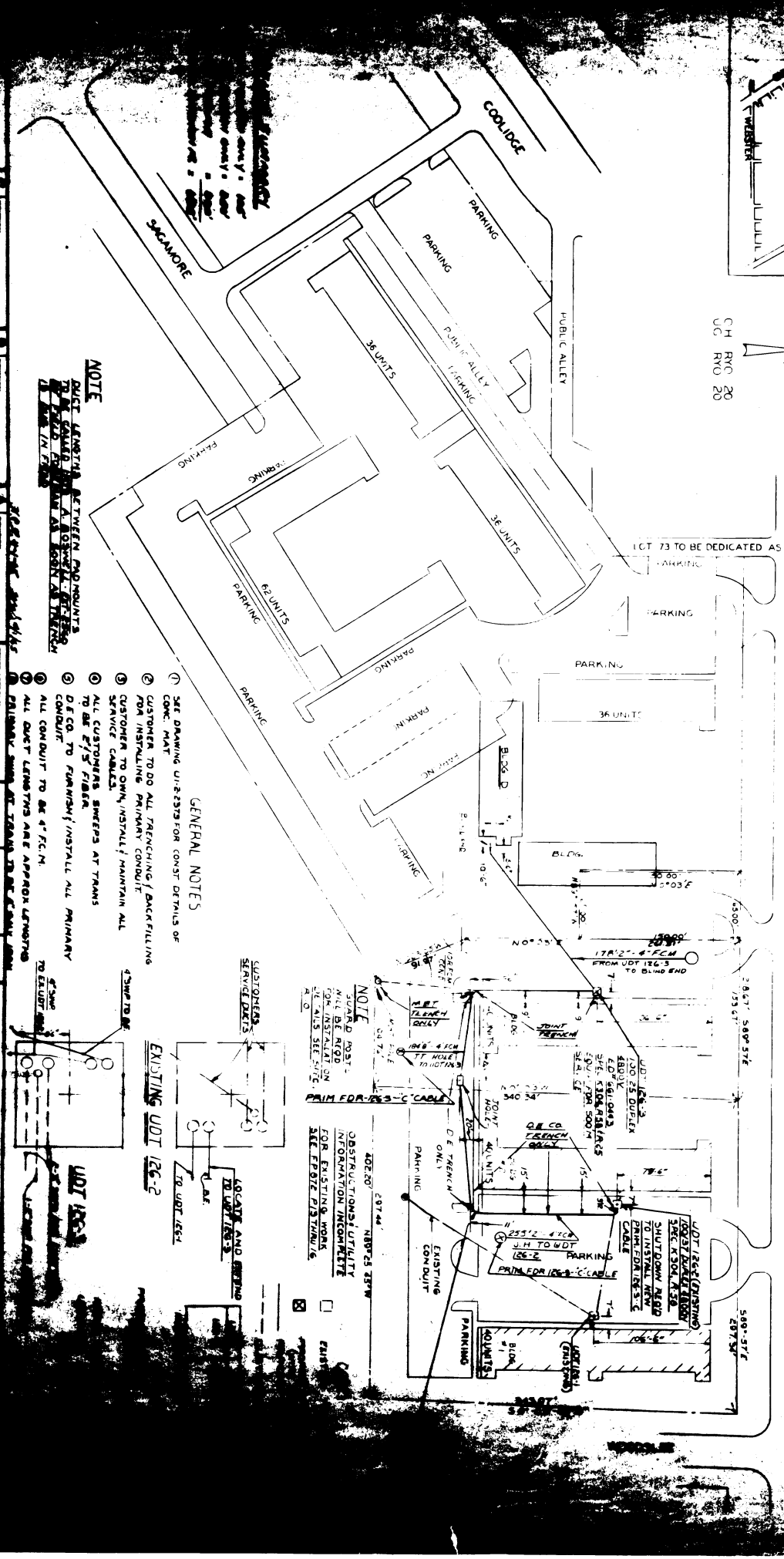


13th Street
 CH RVC 20
 CC RYO 20



13 MILE

031



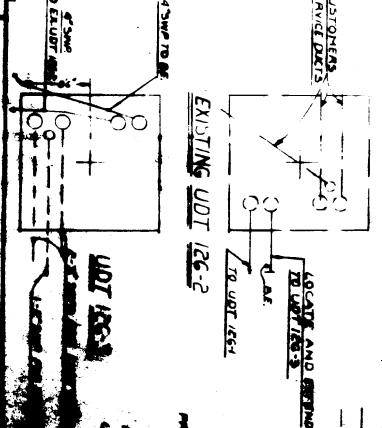
NOTE
 DUCT LENGTHS BETWEEN MANHOLES
 TO BE CHECKED BY THE FIELD
 TO BE SAVED AS A RECORD OF THE
 WORK AND AS A BASIS FOR THE
 CONTRACTOR'S RECORD DRAWING

GENERAL NOTES

- 1 SET DRAWING UDI-2379 FOR CONST DETAILS OF CONC. MAT
- 2 CUSTOMER TO DO ALL TRENCHING / BACKFILLING FOR INSTALLING PRIMARY CONDUIT
- 3 CUSTOMER TO OWN, INSTALL / MAINTAIN ALL SERVICE CABLES
- 4 ALL CUSTOMERS SWEEPS AT TRAMS TO BE 4" X 12" FIBER
- 5 DUCT TO RUN WITH / INSTALL ALL PRIMARY CONDUIT
- 6 ALL CONDUIT TO BE 4" F.C.M.
- 7 ALL DUCT LENGTHS ARE APPROX LENGTHS
- 8 MINIMUM SPACING 12" BETWEEN DUCTS

NOTE
 BOARD POST WILL BE NEED FOR INSTALLATION SEE ALSO SEE SITE

OBSTRUCTIONS & UTILITY INFORMATION INCOMPLETE FOR EXISTING WORKS SEE FBZ DISTANCE



RECORD TO SHOW ALL
 REPAIRED IN FIELD
 TO BE SAVED AS A RECORD OF THE
 WORK AND AS A BASIS FOR THE
 CONTRACTOR'S RECORD DRAWING

TWENTY FEET TO A
 NORMAL OK OF
 SURFACE OF PAV

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM MS 77 12-53

TO C. J. Barthelme - 646 G. O. DATE 11-8-65 TIME _____

Re: Underground Service - Royal Oak Co-op. (last section) -
City of Royal Oak - Oakland County - Michigan

Agreements and Restrictions received and it is now in order to proceed
with construction.

NOTE TO-----Please bill Developer for \$2,400.00 in accordance with copy of trenching
Al Lee letter attached.

COPIES TO _____

- R. Olson - 1901 Second - Rm. 184
- W. Stone - 1901 Second - Rm. 186
- W. T. Shively - 741 G. O.
- H. W. Friebe - 728 G. O.
- E. Morley - 144 S. B.
- A. Lee - P. S. C.
- File ✓

SIGNED _____

Stephen A. Mallam, web
Stephen A. Mallam, web
Staff Attorney
Legal Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED HIGH OF WA. NO. 22901

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM MS 77 12-53

TO C. J. Barthelme - 646 G. O. DATE 3-6-65 TIME _____

Re: Underground Service - Royal Oak Co-op Apartments - City of Royal Oak -
Oakland County

Agreement and Easement-Restrictions received in connection with the
third building in the Royal Oak Co-op Apartment project, and it is
now in order to proceed with construction on that third building.

COPIES TO _____

- I. A. Ruppach - 1901 Second - Rm. 185
- W. Stone - 637 G. O.
- W. T. Shively - 714 G. O.
- H. W. Friebe - 728 G. O.
- Al Lee - Sales - P.S.C.
- File ✓

SIGNED _____

Stephen A. Mallam, web
Stephen A. Mallam, web
Staff Attorney
Legal Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED HIGH OF WA. NO. 22901

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 5, 1965

C. W. Babcock and Sons,
a Michigan corporation,
9341 Chalmers Avenue
Detroit, Michigan, 48213

Re: Royal Oak Co-op Apartments
City of Royal Oak, Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, hereinafter referred to as "Edison", will own, install and maintain its electric lines and equipment and provide trenching in easements provided by you in accordance with Edison Drawing No. OU2-4-1510 at a cost to you of \$2,400.00 based on 1,600 trench feet at the rate of \$1.50 per trench foot.

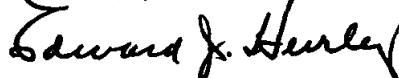
The future maintenance of these electric lines does not include repair of damage to said lines and equipment caused by you, your contractors, agents, employes, successors or assigns. If such damage should occur, we would expect reimbursement for repairs.

Trenching operations will not be undertaken by Edison, during December, January, February or March unless the ground conditions, in the opinion of Edison, are suitable for trenching operations. Edison will not be liable for any damages resulting from delays caused thereby.

In the event that the ground is frozen when you desire us to trench, we would expect payment from you of any additional costs to us over and above the trenching cost stated above.

For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,



Edward J. Hurley
Director
Residential and Rural Sales

SAMcN:veb

ACCEPTED

C. W. BABCOCK AND SONS

By: 

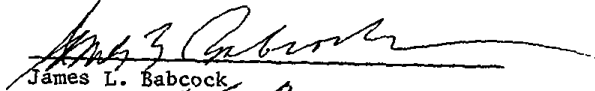
Date: 6 Nov 65

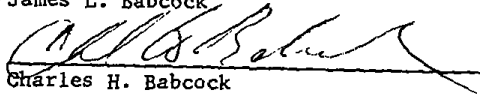
RECORDED & INDEXED BY WAW NO. 22901

THE DETROIT EDISON COMPANY

C. W. Babcock and Sons
November 5, 1965
Page Two

ACCEPTED BY:


James L. Babcock


Charles H. Babcock

Joint Tenants with right of survivorship.

Date: 6 Nov 65

RECORDED IN THE DEPT. OF TAX NO. 22901

RESTRICTIONS

No excavations (except for public utility purposes), no structures, apparatus of any kind (except line fences), or changes of finished grade shall be allowed within the utility easement(s) hereinabove described. Except as provided herein, the owner shall have the right to make any other use of the land subject to such easement(s) which is not inconsistent with the right of the utilities; provided, however, that the owner shall not plant trees or large shrubs within the said utility easement(s). The public utilities shall have the right to trim or remove any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with the facilities thereto, or is necessary for the installation, re-installation, repair, operation, modification, or removal of their facilities in the utility easement(s) hereinabove described. The trimming or removal of such trees, bushes, roots or plants of any kind, by a public utility for the purposes set forth above shall be without liability to the utility.

No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall shrubs or foliage be permitted within five (5') feet of service connection pedestals.

~~The original or subsequent owners shall own, install, maintain, and replace, at their own expense, the single-phase electric service conductors lying between the transformers of EDISON and meters of EDISON located in said buildings.~~

The installation of said electric service conductors shall comply and conform to the National Electric Code and to the Specifications of The Detroit Edison Company.

No property owner shall make any change in grade in or near the easement(s) when the change, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.

The foregoing easements, restrictions, and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned.

Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

Invalidation of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 8th day of November, 1965.

In the Presence of:

Virginia M. Foote
Virginia M. Foote

Rose B. Stone
Rose B. Stone

C. W. BABCOCK AND SONS, INC.,
a Michigan corporation,
9341 Chalmers Avenue, Detroit, Michigan

By: James L. Babcock, President

By: Charles H. Babcock, Secretary

James L. Babcock, a married man

Charles H. Babcock, a married man
as joint tenants with right of
survivorship.

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 8th day of November, 1965, before me the subscriber, a Notary Public in and for said County, appeared James L. Babcock and Charles H. Babcock, to me personally known, who being by me duly sworn did say they are the President and Secretary of C. W. BABCOCK AND SONS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and James L. Babcock and Charles H. Babcock acknowledged said instrument to be the free act and deed of said corporation.

Virginia M. Foote
Virginia M. Foote
Notary Public, Wayne County, Michigan

My Commission Expires: 1-28-69

RECORDED ALPHABETICALLY BY WAY NO. 22901