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NORTHWOOD MANOR
PROPOSED SUBDIVISIONS
(Not Platted)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 19th day of October, 19 71,
by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corpora-
tion organized and existing concurrently under the laws of the states of
Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter
referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation
of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the
City of Madison Heights, Oakland County, Michi-
gan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a
later date and Owners desire EDISON and BELL to install their underground lines
and facilities prior to said recording.

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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and BELL shall be granted by Owners in a separate instrument.
- (3) Owners will place survey stakes indicating property lot lines before trenching.
- (4) Where sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.
- (5) 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.
- (6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.
- (7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

RECORDED RIGHT OF WAY NO. 87789

Royal Oak City
11/19/71
11/19/71
11/19/71

Lynn D. Allen
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

1971 NOV 19 AM 10 00

RECORDED
OAKLAND COUNTY MI
REGISTER OF DEEDS RE
600

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication terminal point as the case may be.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission. Owner to pay cost of conduit installed to accomodate patios or similar site conditions. The Owner will be responsible for the extra costs involved if trenching is required while the ground is either soggy or frozen.

(12) EDISON and BELL will own and maintain the secondary service and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

(13) Upon the further acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of October, 1971.

In the Presence of:

Hazel L. Brandau
Hazel L. Brandau

Irene C. Kata
IRENE C. KATA

Linda M. Loffman
LINDA M. LOFFMAN

Marsha Pavelka
MARSHA PAVELKA

THE DETROIT EDISON COMPANY

By W.C. Arnold
W. C. ARNOLD, DIRECTOR
Water and Rights of Way Dept.

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

MICHIGAN BELL TELEPHONE COMPANY

By Phillip G. Halzinger
Phillip G. Halzinger, Area Engineer
Staff Supervisor, Rights of Way
(Authorized Signature)

RECORDED RIGHT OF WAY NO. 27784

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 3, 1972

Mr. Marco Santi
Marco-Santi Land Development Company
11570 Thirteen Mile Road
Warren, Michigan

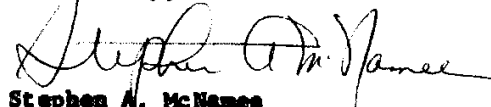
RE: Northwood Manor Subdivision

Dear Mr. Santi:

Enclosed Easement instrument has been drafted to cover additional easements required for the underground installation. Please have this instrument executed and returned to me before March 13th, the date the line is to be energized.

Please return the original and one copy.

Yours truly,



Stephen A. McNamee
Senior Staff Attorney
Room 226, 2000 Second Avenue
Detroit, Michigan 48226

SAMcN:jpm

Enclosures

CC: Denmar Building Company
17220 West Twelve Mile, Suite 201
Southfield, Michigan 48076

3-10-72

Standard Home Builders & Yorktown are builders who are buying on land contracts and they will not sign if we can't guarantee success by 3/13/72

RECORDED RIGHT OF WAY NO. 2778

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 12, 1971

Mr. Marco Santi
Marco-Santi Land and Development Company
11570 Thirteen Mile Road
Warren, Michigan

Re: Northwood Manor Subdivision

Gentlemen:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth 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. 9 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:

Mr. Robert W. Boelio, Staff Attorney, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2135).

Very truly yours,

Robert W. Boelio
Staff Attorney

: **mt**
Enclosures

RECORDED
INDEXED
OCT 17 1971
877189

In the Presence of:

MARCO-SANTI LAND AND DEVELOPMENT COMPANY
A Michigan Corporation
11570 Thirteen Mile Road
Warren, Michigan

Lois M. Popp
Lois M. Popp
Gerald Soave
Gerald Soave

By: Marco Santi
Marco Santi, President

Nelson Dembs
NELSON DEMBS
Joan C. Killian
JOAN C. KILLIAN

DENMAR BUILDING COMPANY, INC.
a Michigan corporation
By: Nelson Dembs
Nelson Dembs, President

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

On this 19th day of October, 1971, before me the subscriber, a Notary Public in and for said County, appeared MARCO SANTI, to me personally known, who being by me duly sworn did say that he is the President of MARCO-SANTI LAND AND DEVELOPMENT COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said corporation was signed in behalf of said corporation, by authority of its Board of Directors, and MARCO SANTI acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 12/9/72
Linda S. Shultz
Linda S. Shultz
Notary Public, Oakland County, Michigan

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS.

On this 19th day of October, 1971, before me the subscriber, a Notary Public in and for said County, appeared NELSON DEMBS, to me personally known, who being by me duly sworn did say that he is the President of DENMAR BUILDING COMPANY, INC., a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and NELSON DEMBS acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 12/9/72
Linda S. Shultz
Linda S. Shultz
Notary Public, Oakland County, Michigan

RECORDED PAGE NO. 37789

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 26th day of October, 1971, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
Lillian J.H. Carroll, to me personally known, who being by me duly sworn
did say they are the Director, RE & R/W Dept. and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment 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
W. C. Arnold and Lillian J.H. Carroll acknowledged said
instrument to be the free act and deed of said corporation.

Irene C. Katak
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 28th day of October, 1971, before me the subscriber,
a Notary Public in and for said County, appeared Phillip G. Hilzinger
to me personally known, who being by me duly sworn did say that he is the ~~Staff~~
Area Engineer
~~Supervisor of Right of Way~~ authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and Phillip G. Hilzinger
acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1975

My Commission Expires: _____

PREPARED BY: ROBERT W. BOELIO
2000 Second Avenue
Detroit, Michigan 48226
962-2100 - Ext. 2135

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 27782

"APPENDIX A"

Part of the Northeast Quarter of Section 12, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan; being more particularly described as beginning at a point on the North line of Section 12, distant N. 82° 27' 11" W. 1230.34 feet from the Northeast corner of said Section 12; thence S. 01° 38' 12" W. 258.42 feet; thence S. 89° 19' 40" E. 387.55 feet; thence S. 01° 31' 15" W. 458.15 feet; thence S. 88° 19' 15" E. 496.60 feet; thence S. 01° 35' 29" W. 384.57 feet; thence N. 88° 17' 52" W. 310.00 feet; thence N. 01° 35' 29" E. 61.44 feet; thence N. 88° 17' 52" W. 743.06 feet; thence S. 01° 35' 29" W. 61.44 feet; thence N. 88° 17' 52" W. 306.30 feet; thence N. 00° 38' 00" E. 384.10 feet; thence S. 88° 19' 15" E. 307.97 feet; thence N. 01° 33' 35" E. 727.61 feet; thence S. 82° 27' 11" E. 174.69 feet to the point of beginning.

EASEMENTS

FOR GOOD AND VALUABLE CONSIDERATIONS, receipt of which is hereby acknowledged, the right is hereby granted to THE DETROIT EDISON COMPANY, a Corporation organized and existing concurrently under the laws of the State of Michigan and New York, 2000 Second Avenue, Detroit, Michigan 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation of 1365 Cass Avenue, Detroit, Michigan 48226, their licensees, lessors, successors and assigns to construct underground line facilities for the purpose of providing electric and communication services in, under and upon land located in the City of Madison Heights, County of Oakland, State of Michigan, described as follows:

The Easterly 6 feet of the Westerly 12 feet of Lots 1 through 12, both inclusive.

The Southerly 6 feet of the Northerly 12 feet of Lots 13 through 16, both inclusive.

The Easterly 6 feet of the Westerly 12 feet of Lots 16 through 20, both inclusive.

The Westerly 6 feet of the Easterly 12 feet of Lots 21 through 23, both inclusive.

The Northerly 6 feet of the Southerly 12 feet of Lots 24 through 35, both inclusive.

The Easterly 6 feet of the Westerly 12 feet of Lot 38.

The Westerly 6 feet of the Easterly 12 feet of Lots 39 through 43, both inclusive.

The Southerly 6 feet of the Northerly 12 feet of Lots 43 through 50, both inclusive.

The Westerly 6 feet of the Easterly 12 feet of Lots 62 through 64, both inclusive.

The Westerly 6 feet of the Easterly 12 feet of Lots 53 through 56, both inclusive.

The Southerly 6 feet of the Northerly 12 feet of Lots 56 through 60, both inclusive.

All in NORTHWOOD MANOR SUBDIVISION, part of the Northeast $\frac{1}{4}$ of Section 12, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, as recorded in Liber 132, Page 30, Oakland County Records.

with full right of ingress and egress upon the said premises to employees or appointees of the said Grantees to construct, reconstruct, repair, operate and maintain said underground facilities relating hereto. This Grant shall be subject to the Agreement and Restrictions dated October 19, 1971, and recorded November 19, 1971, in Liber 5769, Pages 544 through 548, Oakland County Register of Deeds records.

This Grant is hereby declared to run with the land and be binding upon the heirs, successors and assigns of the undersigned Grantors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 13th day of March, 1972.

IN THE PRESENCE OF:

Charles D. Kopel
Charles D. Kopel

Jean Kildian
Jean Kildian

Harry Deutch
Harry Deutch

Richard Nodel
Richard Nodel

MARCO SANTI LAND & DEVELOPMENT CO.
a Michigan Corporation
11570 Thirteen Mile Road
Warren, Michigan

BY: Marco Santi
MARCO SANTI, President

DENMAR BUILDING COMPANY, INC.
a Michigan Corporation
17220 West Twelve Mile Rd, Ste. 201
Southfield, Michigan 48076

BY: Nelson Dembs
NELSON DEMBS, President

STANDARD BUILDING CO., INC.,
a Michigan Corporation
2599 Thirteen Mile Road
Warren, Michigan 48093

BY: Jerry Konopada
Jerry Konopada

YORKTOWN BUILDING CORPORATION,
a Michigan Corporation
18944 East Nine Mile Road
East Detroit, Michigan 48021

BY: Gerald J. Carnago
GERALD J. CARNAGO, President

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS

1972 APR 11 PM 1 48

Lynn D. Allen
LYNN D. ALLEN
CLERK REGISTER OF DEEDS

STATE OF MICHIGAN)
COUNTY OF Oakland)

SS:

On this 15th day of March, 1972, before me the subscriber, a Notary Public in and for said County, appeared MARCO SANTI, to me personally known, who being by me duly sworn did say that he is the President of MARCO SANTI LAND AND DEVELOPMENT COMPANY, a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said Corporation was signed in behalf of said Corporation, by authority of its Board of Directors, and MARCO SANTI acknowledged said instrument to be the free act and deed of said Corporation.

Joanne Mynarzy
Notary Public, Oakland County, Michigan
My Commission expires: Mar. 30, 1974

RECORDED - RIGHT OF WAY NO. 27788

STATE OF MICHIGAN)
)
COUNTY OF Oakland)

ss:

On this 19 day of March, 1972, before me the subscriber, a Notary Public in and for said County, appeared NELSON DEMBS, to me personally known, who being by me duly sworn did say that he is the President of DENMAR BUILDING COMPANY, INC., a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said Corporation was signed in behalf of said Corporation, by authority of its Board of Directors, and NELSON DEMBS, acknowledged said instrument to be the free act and deed of said Corporation.

Joanne Mynarzy
Joanne A. Mynarzy
Notary Public, Oakland County, Michigan
My Commission expires: Mar. 30, 1974

STATE OF MICHIGAN)
)
COUNTY OF Oakland)

ss:

On this 15th day of March, 1972, before me the subscriber, a Notary Public in and for said County, appeared Jerry Konopada to me personally known, who being by me duly sworn did say that he is the President of STANDARD BUILDING CO., INC., a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said Corporation was signed in behalf of said Corporation, by authority of its Board of Directors, and Jerry Konopada, acknowledged said instrument to be the free act and deed of said Corporation.

Joanne Mynarzy
Joanne A. Mynarzy
Notary Public, Oakland County, Michigan
My Commission expires: Mar 30, 1974

STATE OF MICHIGAN)
)
COUNTY OF Oakland)

ss:

On this 15th day of March, 1972, before me the subscriber, a Notary Public in and for said County appeared GERALD J. CARNAGO to me personally known, who being by me duly sworn did say that he is the President of YORKTOWN BUILDING CORPORATION, a Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said Corporation was signed in behalf of said Corporation by authority of its Board of Directors, and GERALD J. CARNAGO acknowledged said instrument to be the free act and deed of said Corporation.

Joanne Mynarzy
Joanne A. Mynarzy
Notary Public, Oakland County, Michigan
My Commission expires: Mar. 30, 1974

RECORDED RIGHT OF WAY NO. 27788

Prepared by: Gerald J. Carnago
CARNAGO & HUGET
ATTORNEYS AT LAW
10944 EAST NINE MILE ROAD
EAST DETROIT, MICH. 48021
771-7400

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

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

TO Engineering Coordinator Supervisors DATE 11-9-71 TIME _____

Bldg. H - Room 250 W.S.C.

RE: Underground Service - Northwood Manor Sub., Madison Heights,

Oakland County

Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: W. Woodard - Pontiac Service Center SIGNED _____

REPORT File Robert W. Boelio
Staff Attorney:jpm

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

April 18, 1972

Carnago & Ruget
Attorneys at Law
18944 East Nine Mile Road
East Detroit, Michigan 48021

Re: Northwood Manor Subdivision

Gentlemen:

Enclosed is an executed copy of the easements granted
in Northwood Manor Subdivision with the recording data noted thereon.

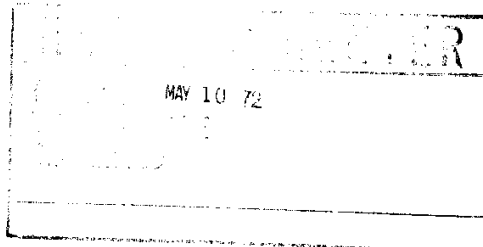
Very truly yours,



Stephen A. McNamee
Senior Staff Attorney

SAMeN:lhd

Enclosure



27789