

1971 MAY 13 AM 9 34

18  
24

APARTMENTS

Name of Project: 4

Old Orchard Hills Townhouses

*Lynn D. Allen*  
LYNN D. ALLEN  
CLERK REGISTER OF DEEDS  
EASEMENT GRANT AND DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable pole(s) and other utility facilities, in, under, over, upon and across land located in the City of Novi, County of Oakland, State of Michigan, described in Appendix "A" and depicted on drawings prepared by The Detroit Edison Company as OU2-4-2915 A, B, and C, copies of which are attached hereto and made a part hereof.

These covenants are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary electric and communication facilities of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.

2. EDISON and BELL, 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 said electric and communication facilities.

3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the electric and communication utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric and communication lines in the property described herein. Except as set forth, the Grantors shall have the right to make any other use of the land subject to such easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants or any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements.

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

5. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.

6. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities, interferes with the facilities already installed or which may be installed in the future.

RECORDED RIGHT  
MAY NO. 26775

*Have Imp. 2200  
S 24  
SE 1/4 of Old Orchard  
Hills Townhouses*

*Bell*

7. Land contract sellers herein shall have no liability to utilities unless the contract is repossessed and damage to utility lines and equipment occurs while they are the sole owners of said land parcel or parcels.

8. 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, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. 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.

10. Invalidation of any 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 Grantor(s) (has) have set (its) their hand(s) and seal(s) on the 16th day of December, 1970.

In the presence of:

PRACTICAL DEVELOPMENT CO.  
A MICHIGAN CORPORATION  
21790 Coolidge Highway  
Oak Park, Michigan

Patricia J. Quin  
Patricia J. Quin

by: Samuel Hechtman  
Samuel Hechtman, President

Sheldon Wagner  
Sheldon Wagner

and: Nathan I. Goldin  
Nathan I. Goldin, Secretary

STATE OF MICHIGAN) ss.  
COUNTY OF OAKLAND)

On this 16th Day of December 1970 before me, a Notary Public in and for said County, personally appeared Samuel Hechtman and Nathan I. Goldin, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of Practical Development Co., a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Samuel Hechtman and Nathan I. Goldin acknowledged said instrument to be the free act and deed of said corporation.

Patricia J. Cousins Quin  
Patricia J. Cousins Quin, Notary Public  
Oakland County, Michigan

My Commission expires Sept. 10, 1972

RECORDED RIGHT OF WAY NO. 286775

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

PREPARED BY: Peter Marquardt  
2000 Second Avenue  
Detroit, Michigan 48226

APARTMENTS

Old Orchard Hills Townhouses

AGREEMENT

THIS AGREEMENT, made this 16th day of December, 1970 between Practical Development Co., A Michigan corporation, 21790 Coolidge Highway, Oak Park, Michigan 48237, hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL".

## W I T N E S S E T H I

WHEREAS, DEVELOPER is developing apartments to be known as Old Orchard Hills Townhouses, on land in the Village of Novi, County of Oakland, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER desires EDISON and BELL to install their facilities for underground single phase electric service and communication services including necessary cable poles and above ground equipment.

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

I

## DEVELOPER AGREES:

1. To provide, prior to utility installations, a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.
2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities 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 easements shall be considered finished grade.
3. To place survey stakes indicating property lines and building plot lines before trenching to enable the utilities to properly locate their underground facilities and above ground equipment.
4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines placed underground may cross but shall not be installed parallel with electric lines within the easements used for electric and communication lines.
5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BELL, and to provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

RECORDED RIGHT OF WAY NO. 26772

600

6. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or 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 made by DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, are damaged by acts of negligence on the part of the DEVELOPER, subsequent owners, or by contractors engaged by DEVELOPER and/or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or subsequent owners, and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners, upon receiving a statement therefor. Subsequent owners are defined as those owning the land at the time utility facilities are damaged.

II

UTILITIES AGREE:

1. Upon completion of the above requirements, to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraph 5 and 6) their electric and communication facilities in the private easements located in the lands described in Appendix "A".

2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

This Agreement 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 parties hereto have set their hands the day and year first above written.

In the Presence of:  
Patricia J. Quin  
Patricia J. Quin  
Sheldon Wagner  
Sheldon Wagner

PRACTICAL DEVELOPMENT CO.  
A MICHIGAN CORPORATION  
by: Samuel Hechtman  
Samuel Hechtman, President  
and: Nathan I. Goldin  
Nathan I. Goldin, Secretary

Stephen A. McNamee  
Stephen A. McNamee  
Irene C. Kata  
IRENE C. KATA

THE DETROIT EDISON COMPANY  
by: R. C. Duke  
R. C. Duke, Director  
Properties and Rights of Way Dept.  
and: Lillian J. H. C.  
Lillian J. H. C.

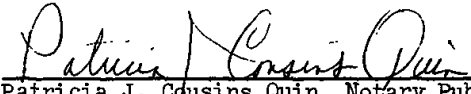
Marsha Pavelka  
MARSHA PAVELKA  
Karen Guenther  
KAREN GUENTHER

MICHIGAN BELL TEL  
by: Carl T. Hall  
CARL T. HALL  
Staff Supervisor, Right of Way  
(Authorized signature)

RECORDED RIGHT OF WAY NO. 26775

STATE OF MICHIGAN) ss.  
COUNTY OF OAKLAND)

On this 16th day of December 1970 before me, a Notary Public in and for said County, personally appeared Samuel Hechtman and Nathan I. Goldin, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the President and Secretary of Practical Development Co., a Michigan Corporation, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said Samuel Hechtman and Nathan I. Goldin acknowledged said instrument to be the free act and deed of said corporation.

  
Patricia J. Cousins Quin, Notary Public  
Oakland County, Michigan

My Commission expires Sept. 10, 1972

RECORDED RIGHT OF WAY NO. 26975

WARNER  
TORRENCE B. CANTRELL  
MARTIN H. PADMOS

LIBER 5611 PAGE 702

Phone KE 8-7220

WARNER, CANTRELL and PADMOS, INC.  
REGISTERED CIVIL ENGINEERS AND LAND SURVEYORS  
18928 W. McNichols Road  
DETROIT, MICHIGAN 48219

APPENDIX "A"

DESCRIPTION OF ORCHARD HILLS APARTMENT SITE

Part of the S.E. 1/4 of Section 24, T. 1 N., R. 8 E., Village of Novi, Oakland County, Michigan, described as follows:

Beginning at a point on the S. line of Section 24, T. 1 N., R. 8 E., distant N.  $88^{\circ} 26'40''$  E., 648.26' from the S. 1/4 corner of said Section 24; thence N.  $88^{\circ} 26'40''$  E., along the S. line of Section 24, 752.26'; thence N.  $0^{\circ} 03'40''$  E., along a line parallel to the N. and S. 1/4 line, (said line referred to as the E. line of the W. 1/2 of the S.E. 1/4 of Section 24), 1,401.77'; thence N.  $89^{\circ} 56'20''$  W., 400.00'; thence N.  $0^{\circ} 03'40''$  E., 226.31'; thence N.  $89^{\circ} 56'20''$  W., 150.00'; thence N.  $71^{\circ} 13'30''$  W., 149.89'; thence N.  $0^{\circ} 03'40''$  E., 332.11'; thence on a curve concave to the S.E. radius 20.00', central angle  $108^{\circ} 42'50''$  (the chord of said curve bears N.  $54^{\circ} 25'05''$  E., 32.51'), a distance of 37.95' to a point on the S. line of Grand River Road (100.00' wide); thence along said line, N.  $71^{\circ} 13'30''$  W., 91.24'; thence S.  $0^{\circ} 03'40''$  W., 2,077.72' to the point of beginning, containing 26.8687 acres of land subject to the rights of the public and of any governmental unit to any part thereof taken, used or deeded for streets, road right-of-way purposes, and subject further to an easement for public utilities, through and across the N. 27.00' of the S. 60.00' of the above described property, and subject to the rights of the public in the Franics (County) Drain crossing above described property.

For - Practical Home Builders, Inc.

TBC:sf  
March 6, 1970

Description reviewed and final as of 5/21/70

RECORDED RIGHT OF WAY NO. *20175*

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 16th day of December, 19 70, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
R. Q. Duke and Lillian J. H. Carroll  
to me personally known, who being by me duly sworn, did say that they are  
the Director, Properties and Rights and Assistant Secretary  
of Way Department  
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  
instrument is the corporate seal of the said corporation, and that said instrument  
was signed in behalf of said corporation by authority of its Board of Directors  
and R. Q. Duke and Lillian J. H. Carroll  
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: MARGARET M. TWOMEY  
Notary Public, Wayne County, Michigan *Margaret M. Twomey*  
Notary Public  
My commission expires September 8, 1973  
Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 13th day of January, 19 71, before me, the  
subscriber, a Notary Public in and for said County, appeared CARL T. HALL  
to me personally known, who being by me duly sworn, did say that he is Staff  
Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY,  
a Michigan Corporation, and that the said instrument was signed in behalf of said  
Corporation, by authority of its Board of Directors, and CARL T. HALL  
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: \_\_\_\_\_  
Melford Hartman  
Notary Public  
\_\_\_\_\_ County, Michigan

*Lynn B. Allen*  
LYNN B. ALLEN  
CLERK-REGISTER OF DEEDS

1971 JAN 26 AM 9 45  
RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS RECORDS

MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
Acting in Oakland County  
My Commission expires Oct. 3, 1971

PREPARED BY: William Fambrough  
2000 Second Avenue  
Detroit, Michigan 48226

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

RECORDED RIGHT OF WAY NO. 36975

LIBR 5658 PGE 90

LIBR 5658 PGE 91

LIBR 5658 PGE 92

NOTES

1. SEE PLAN FOR DIMENSIONS AND NOTES.

2. ALL DIMENSIONS ARE IN FEET AND INCHES.

3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE RAILROAD UNLESS OTHERWISE NOTED.

7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CANAL UNLESS OTHERWISE NOTED.

8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DITCH UNLESS OTHERWISE NOTED.

9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRENCH UNLESS OTHERWISE NOTED.

10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UTILITY UNLESS OTHERWISE NOTED.

11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CURB UNLESS OTHERWISE NOTED.

12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SIDEWALK UNLESS OTHERWISE NOTED.

13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVE UNLESS OTHERWISE NOTED.

14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WALKWAY UNLESS OTHERWISE NOTED.

15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BIKEWAY UNLESS OTHERWISE NOTED.

16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TRAIL UNLESS OTHERWISE NOTED.

17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PATH UNLESS OTHERWISE NOTED.

18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BRIDGE UNLESS OTHERWISE NOTED.

19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE TUNNEL UNLESS OTHERWISE NOTED.

20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STRUCTURE UNLESS OTHERWISE NOTED.

LIBR 5658 PGE 93

LIBR 5658 PGE 94

LIBR 5658 PGE 95

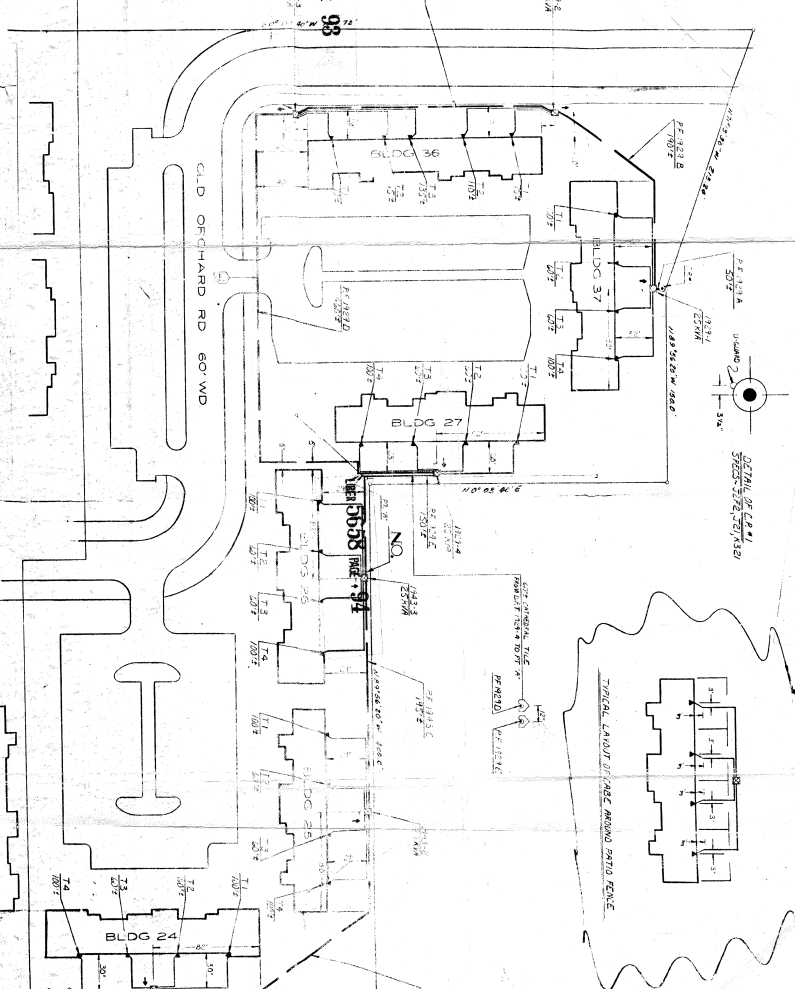


TABLE SUMMARY

ITEM	DESCRIPTION	QTY	UNIT
1	CONCRETE	100	YD
2	STEEL	100	LB
3	BRICK	100	1000
4	CEMENT	100	YD
5	SAND	100	YD
6	GRAVEL	100	YD
7	ASPHALT	100	YD
8	PAVING	100	YD
9	CONCRETE	100	YD
10	STEEL	100	LB
11	BRICK	100	1000
12	CEMENT	100	YD
13	SAND	100	YD
14	GRAVEL	100	YD
15	ASPHALT	100	YD
16	PAVING	100	YD
17	CONCRETE	100	YD
18	STEEL	100	LB
19	BRICK	100	1000
20	CEMENT	100	YD
21	SAND	100	YD
22	GRAVEL	100	YD
23	ASPHALT	100	YD
24	PAVING	100	YD
25	CONCRETE	100	YD
26	STEEL	100	LB
27	BRICK	100	1000
28	CEMENT	100	YD
29	SAND	100	YD
30	GRAVEL	100	YD
31	ASPHALT	100	YD
32	PAVING	100	YD
33	CONCRETE	100	YD
34	STEEL	100	LB
35	BRICK	100	1000
36	CEMENT	100	YD
37	SAND	100	YD
38	GRAVEL	100	YD
39	ASPHALT	100	YD
40	PAVING	100	YD
41	CONCRETE	100	YD
42	STEEL	100	LB
43	BRICK	100	1000
44	CEMENT	100	YD
45	SAND	100	YD
46	GRAVEL	100	YD
47	ASPHALT	100	YD
48	PAVING	100	YD
49	CONCRETE	100	YD
50	STEEL	100	LB
51	BRICK	100	1000
52	CEMENT	100	YD
53	SAND	100	YD
54	GRAVEL	100	YD
55	ASPHALT	100	YD
56	PAVING	100	YD
57	CONCRETE	100	YD
58	STEEL	100	LB
59	BRICK	100	1000
60	CEMENT	100	YD
61	SAND	100	YD
62	GRAVEL	100	YD
63	ASPHALT	100	YD
64	PAVING	100	YD
65	CONCRETE	100	YD
66	STEEL	100	LB
67	BRICK	100	1000
68	CEMENT	100	YD
69	SAND	100	YD
70	GRAVEL	100	YD
71	ASPHALT	100	YD
72	PAVING	100	YD
73	CONCRETE	100	YD
74	STEEL	100	LB
75	BRICK	100	1000
76	CEMENT	100	YD
77	SAND	100	YD
78	GRAVEL	100	YD
79	ASPHALT	100	YD
80	PAVING	100	YD
81	CONCRETE	100	YD
82	STEEL	100	LB
83	BRICK	100	1000
84	CEMENT	100	YD
85	SAND	100	YD
86	GRAVEL	100	YD
87	ASPHALT	100	YD
88	PAVING	100	YD
89	CONCRETE	100	YD
90	STEEL	100	LB
91	BRICK	100	1000
92	CEMENT	100	YD
93	SAND	100	YD
94	GRAVEL	100	YD
95	ASPHALT	100	YD
96	PAVING	100	YD
97	CONCRETE	100	YD
98	STEEL	100	LB
99	BRICK	100	1000
100	CEMENT	100	YD

RECORDED RIGHT OF WAY

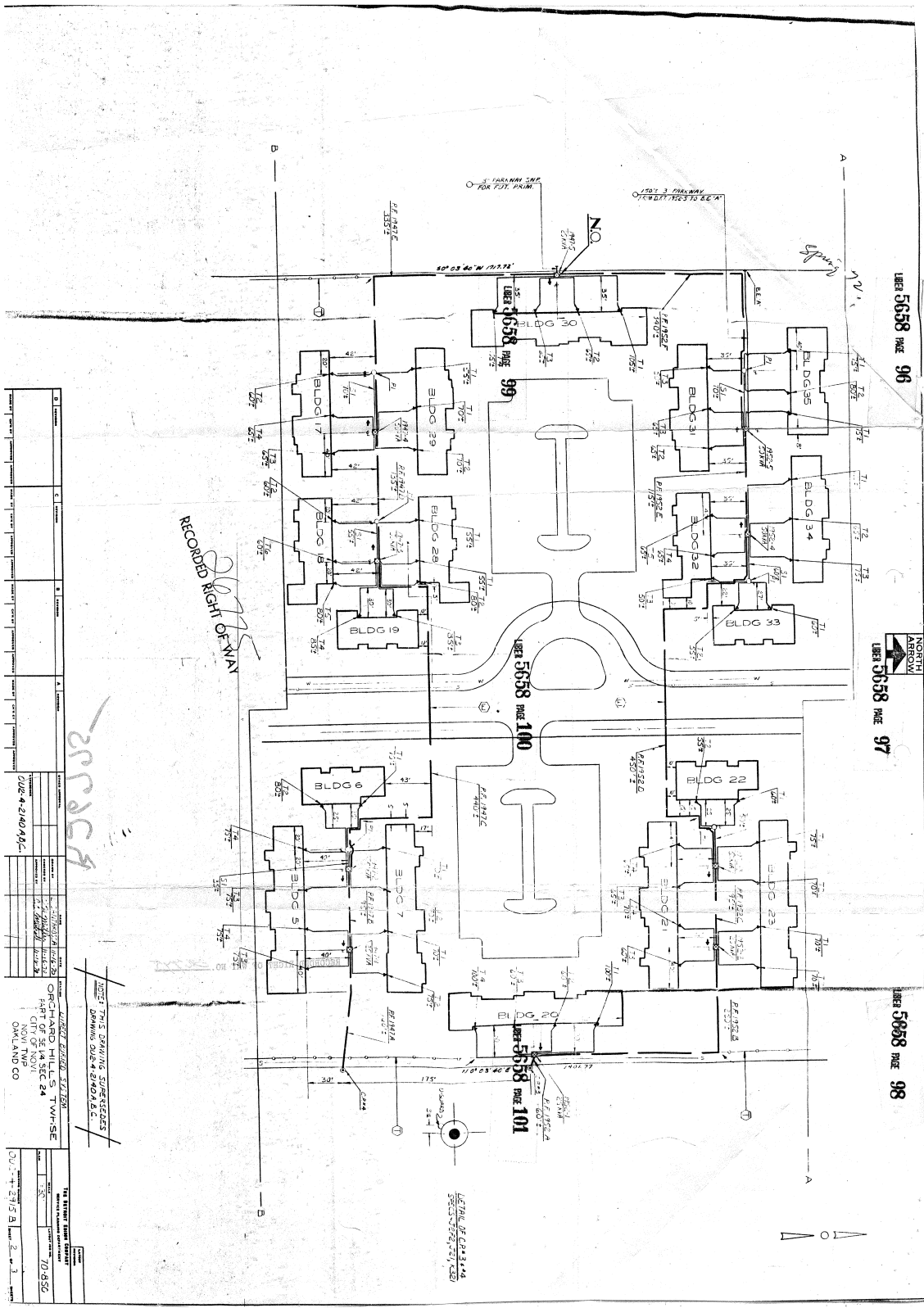
26975

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10-1-80	AS-BUILT	...	...
2	10-1-80	AS-BUILT	...	...
3	10-1-80	AS-BUILT	...	...
4	10-1-80	AS-BUILT	...	...
5	10-1-80	AS-BUILT	...	...
6	10-1-80	AS-BUILT	...	...
7	10-1-80	AS-BUILT	...	...
8	10-1-80	AS-BUILT	...	...
9	10-1-80	AS-BUILT	...	...
10	10-1-80	AS-BUILT	...	...
11	10-1-80	AS-BUILT	...	...
12	10-1-80	AS-BUILT	...	...
13	10-1-80	AS-BUILT	...	...
14	10-1-80	AS-BUILT	...	...
15	10-1-80	AS-BUILT	...	...
16	10-1-80	AS-BUILT	...	...
17	10-1-80	AS-BUILT	...	...
18	10-1-80	AS-BUILT	...	...
19	10-1-80	AS-BUILT	...	...
20	10-1-80	AS-BUILT	...	...
21	10-1-80	AS-BUILT	...	...
22	10-1-80	AS-BUILT	...	...
23	10-1-80	AS-BUILT	...	...
24	10-1-80	AS-BUILT	...	...
25	10-1-80	AS-BUILT	...	...
26	10-1-80	AS-BUILT	...	...
27	10-1-80	AS-BUILT	...	...
28	10-1-80	AS-BUILT	...	...
29	10-1-80	AS-BUILT	...	...
30	10-1-80	AS-BUILT	...	...
31	10-1-80	AS-BUILT	...	...
32	10-1-80	AS-BUILT	...	...
33	10-1-80	AS-BUILT	...	...
34	10-1-80	AS-BUILT	...	...
35	10-1-80	AS-BUILT	...	...
36	10-1-80	AS-BUILT	...	...
37	10-1-80	AS-BUILT	...	...
38	10-1-80	AS-BUILT	...	...
39	10-1-80	AS-BUILT	...	...
40	10-1-80	AS-BUILT	...	...
41	10-1-80	AS-BUILT	...	...
42	10-1-80	AS-BUILT	...	...
43	10-1-80	AS-BUILT	...	...
44	10-1-80	AS-BUILT	...	...
45	10-1-80	AS-BUILT	...	...
46	10-1-80	AS-BUILT	...	...
47	10-1-80	AS-BUILT	...	...
48	10-1-80	AS-BUILT	...	...
49	10-1-80	AS-BUILT	...	...
50	10-1-80	AS-BUILT	...	...
51	10-1-80	AS-BUILT	...	...
52	10-1-80	AS-BUILT	...	...
53	10-1-80	AS-BUILT	...	...
54	10-1-80	AS-BUILT	...	...
55	10-1-80	AS-BUILT	...	...
56	10-1-80	AS-BUILT	...	...
57	10-1-80	AS-BUILT	...	...
58	10-1-80	AS-BUILT	...	...
59	10-1-80	AS-BUILT	...	...
60	10-1-80	AS-BUILT	...	...
61	10-1-80	AS-BUILT	...	...
62	10-1-80	AS-BUILT	...	...
63	10-1-80	AS-BUILT	...	...
64	10-1-80	AS-BUILT	...	...
65	10-1-80	AS-BUILT	...	...
66	10-1-80	AS-BUILT	...	...
67	10-1-80	AS-BUILT	...	...
68	10-1-80	AS-BUILT	...	...
69	10-1-80	AS-BUILT	...	...
70	10-1-80	AS-BUILT	...	...
71	10-1-80	AS-BUILT	...	...
72	10-1-80	AS-BUILT	...	...
73	10-1-80	AS-BUILT	...	...
74	10-1-80	AS-BUILT	...	...
75	10-1-80	AS-BUILT	...	...
76	10-1-80	AS-BUILT	...	...
77	10-1-80	AS-BUILT	...	...
78	10-1-80	AS-BUILT	...	...
79	10-1-80	AS-BUILT	...	...
80	10-1-80	AS-BUILT	...	...
81	10-1-80	AS-BUILT	...	...
82	10-1-80	AS-BUILT	...	...
83	10-1-80	AS-BUILT	...	...
84	10-1-80	AS-BUILT	...	...
85	10-1-80	AS-BUILT	...	...
86	10-1-80	AS-BUILT	...	...
87	10-1-80	AS-BUILT	...	...
88	10-1-80	AS-BUILT	...	...
89	10-1-80	AS-BUILT	...	...
90	10-1-80	AS-BUILT	...	...
91	10-1-80	AS-BUILT	...	...
92	10-1-80	AS-BUILT	...	...
93	10-1-80	AS-BUILT	...	...
94	10-1-80	AS-BUILT	...	...
95	10-1-80	AS-BUILT	...	...
96	10-1-80	AS-BUILT	...	...
97	10-1-80	AS-BUILT	...	...
98	10-1-80	AS-BUILT	...	...
99	10-1-80	AS-BUILT	...	...
100	10-1-80	AS-BUILT	...	...

RECORDED RIGHT OF WAY

LIBR 5658 PGE 90





1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

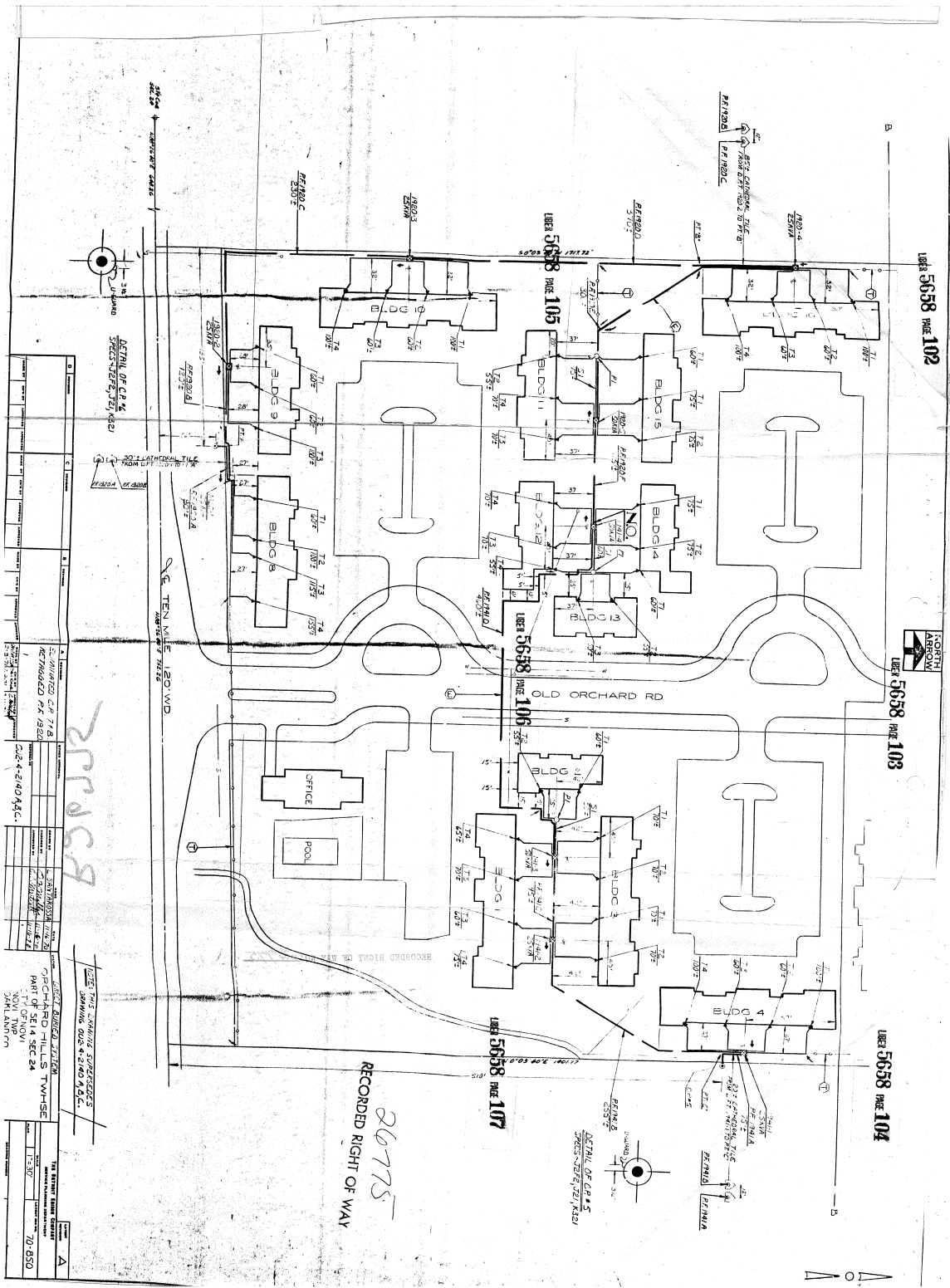
20000000

NOTE: THIS DRAWING SUPERSEDES  
DRAWING OUL-4-240-A-C.

THE BERRY ENGINEERING GROUP  
10850  
10850

ORCHARD HILLS TWP-SE  
PART OF SEC 14 SEC 24  
NOVI TWP  
OAKLAND CO

OUL-4-240-A-C  
OUL-4-240-A-C



LIB# 5658 P# 102

LIB# 5658 P# 103

LIB# 5658 P# 104

LIB# 5658 P# 105

LIB# 5658 P# 106

LIB# 5658 P# 107

20'±

DEPTH OF C&G  
20'±

TEN MILE 120'± WD

RECORDED RIGHT OF WAY  
26775

NO.	DESCRIPTION	DATE	BY	CHECKED
1	PREPARED BY ARCHITECT			
2	REVISIONS			
3	DATE			
4	BY			
5	CHECKED			
6	DATE			
7	BY			
8	CHECKED			
9	DATE			
10	BY			
11	CHECKED			
12	DATE			
13	BY			
14	CHECKED			
15	DATE			
16	BY			
17	CHECKED			
18	DATE			
19	BY			
20	CHECKED			
21	DATE			
22	BY			
23	CHECKED			
24	DATE			
25	BY			
26	CHECKED			
27	DATE			
28	BY			
29	CHECKED			
30	DATE			
31	BY			
32	CHECKED			
33	DATE			
34	BY			
35	CHECKED			
36	DATE			
37	BY			
38	CHECKED			
39	DATE			
40	BY			
41	CHECKED			
42	DATE			
43	BY			
44	CHECKED			
45	DATE			
46	BY			
47	CHECKED			
48	DATE			
49	BY			
50	CHECKED			
51	DATE			
52	BY			
53	CHECKED			
54	DATE			
55	BY			
56	CHECKED			
57	DATE			
58	BY			
59	CHECKED			
60	DATE			
61	BY			
62	CHECKED			
63	DATE			
64	BY			
65	CHECKED			
66	DATE			
67	BY			
68	CHECKED			
69	DATE			
70	BY			
71	CHECKED			
72	DATE			
73	BY			
74	CHECKED			
75	DATE			
76	BY			
77	CHECKED			
78	DATE			
79	BY			
80	CHECKED			
81	DATE			
82	BY			
83	CHECKED			
84	DATE			
85	BY			
86	CHECKED			
87	DATE			
88	BY			
89	CHECKED			
90	DATE			
91	BY			
92	CHECKED			
93	DATE			
94	BY			
95	CHECKED			
96	DATE			
97	BY			
98	CHECKED			
99	DATE			
100	BY			

2770009

USE THIS DRAWING SURVEYORS  
DRAWING DATE 4-24-00 A.D.C.

OLD ORCHARD RD  
ORCHARD HILLS TOWNSHIP  
NOVI TWP  
SHELBY COUNTY

THE BROWN ENGINEERING  
70 850

WARNER  
TERENCE B. CANTRELL  
MARTIN M. PADMOS

LIBER 5658 PAGE 89

Phone KE 8-7220

WARNER, CANTRELL and PADMOS, INC.  
REGISTERED CIVIL ENGINEERS AND LAND SURVEYORS  
18928 W. McNichols Road  
DETROIT, MICHIGAN 48219

APPENDIX "A"

DESCRIPTION OF ORCHARD HILLS APARTMENT SITE

Part of the S.E. 1/4 of Section 24, T. 1 N., R. 8 E., Village of Novi, Oakland County, Michigan, described as follows:

Beginning at a point on the S. line of Section 24, T. 1 N., R. 8 E., distant N.  $88^{\circ} 26'40''$  E., 648.26' from the S. 1/4 corner of said Section 24; thence N.  $88^{\circ} 26'40''$  E., along the S. line of Section 24, 752.26'; thence N.  $0^{\circ} 03'40''$  E., along a line parallel to the N. and S. 1/4 line, (said line referred to as the E. line of the W. 1/2 of the S.E. 1/4 of Section 24), 1,401.77'; thence N.  $89^{\circ} 56'20''$  W., 400.00'; thence N.  $0^{\circ} 03'40''$  E., 226.31'; thence N.  $89^{\circ} 56'20''$  W., 150.00'; thence N.  $71^{\circ} 13'30''$  W., 149.89'; thence N.  $0^{\circ} 03'40''$  E., 332.11'; thence on a curve concave to the S.E. radius 20.00', central angle  $108^{\circ} 42'50''$  (the chord of said curve bears N.  $54^{\circ} 25'05''$  E., 32.51'), a distance of 37.95' to a point on the S. line of Grand River Road (100.00' wide); thence along said line, N.  $71^{\circ} 13'30''$  W., 91.24'; thence S.  $0^{\circ} 03'40''$  W., 2,077.72' to the point of beginning, containing 26.8687 acres of land subject to the rights of the public and of any governmental unit to any part thereof taken, used or deeded for streets, road right-of-way purposes, and subject further to an easement for public utilities, through and across the N. 27.00' of the S. 60.00' of the above described property, and subject to the rights of the public in the Francis (County) Drain crossing above described property.

For - Practical Home Builders, Inc.

TBC:sf  
March 6, 1970

Description reviewed and final as of 5/21/70

RECORDED RIGHT OF WAY NO. 216215

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

TO D. H. Miller - Postbox Service Center DATE 12-31-70 TIME \_\_\_\_\_

RE: UNDERGROUND AVIATION - Old Orchard Townhouses Village of Novi-Oakland County

Agreements and easements obtained. OK to proceed with construction.

COPIES TO \_\_\_\_\_ SIGNED Stephen A. McNamee

REPORT \_\_\_\_\_ Senior Staff Attorney

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

RW # 26775

Date May 18, 1972

Practical Development Company

21790 Coolidge

Attn: Sheldon Wagner

Oak Park, Michigan 48237

Regarding Orchard Hills Townhouses - Balance of Project  
S.E. 1/4 of Section 24, Novi

Gentlemen:

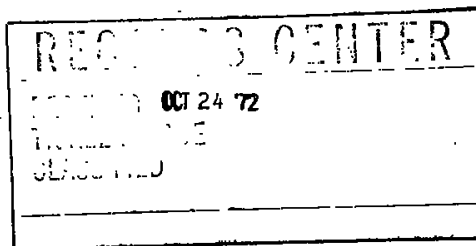
Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided 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 October 10, 1970.

The cost to you for said electric line installation is \$ 7,440.00 based on 3,720 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

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.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.



RECORDED RIGHT OF WAY NO. 26775

Page 2  
The Detroit Edison Company  
Date May 18, 1972

Orchard Hills Townhouses - Balance of Project

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, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Paul J. Carter 75-236  
Service Planner

ACCEPTED:

Name Sheldon Wagner

Title Coordinator

Name \_\_\_\_\_

Title \_\_\_\_\_

Date 9-7-72

PC/dp

RECORDED EIGHT OF MAY NO. 84775

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 19, 1971

Practical Development Company  
21790 Coolidge Highway  
Oak Park, Michigan 48237

Re: Old Orchard Hills Townhouses

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated December 16, 1970 for the underground electric and communication services for the above named project.

Very truly yours,

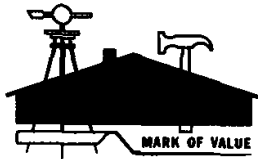


Stephen A. McNamee  
Senior Staff Attorney

Enclosure

<b>RECORDS CENTER</b>
SEARCHED JUN 21 71
INDEXED
SERIALIZED

RECORDED RIGHT OF WAY NO. 26775



PRACTICAL DEVELOPMENT CO.

21790 COOLIDGE HIGHWAY  
OAK PARK, MICHIGAN 48237  
PHONE 548-4800



December 17, 1970

Mr. William Fambrough  
The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Re: Old Orchard Hills Townhouses

Dear Mr. Fambrough:

Enclosed are executed documents in accordance with our recent conversations regarding Old Orchard Hills Townhouses, Section 24, City of Novi, Michigan.

Please note that both documents refer to the Edison drawing #OU2-4-2915 A, B and C of which I am informed that you have the latest copies.

I have checked said drawing and find that no changes are necessary. Please have reduced copies of same attached to said documents before recording. I understand that I will receive a copy of the recorded documents.

Thank you.

Sincerely,

PRACTICAL DEVELOPMENT CO.

Sheldon Wagner  
Co-Ordinator

SW:pjq

RECORDED RIGHT OF WAY NO. *24175*



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

September 24, 1970

Mr. Sheldon Wagner  
Practical Development Company  
21790 Coolidge Highway  
Oak Park, Michigan

RE: Old Orchard Hills Townhouses  
and Condominiums

Dear Mr. Wagner:

Pursuant to our discussion on September 23, 1970, I am mailing this letter as a written explanation of paragraph 6 of our agreement, which is as follows:

"Developer assures Edison and Bell that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage exposed lines."

As Mr. McNamee explained, we are concerned about the problems we have where the land has a great deal of rubble, such as broken concrete, glass, blocks, bricks and so forth. If that is the case, we would expect the developer to provide sand or some other suitable backfill. However, if it is virgin land which does not contain these materials, we would not require a different backfill.

Enclosed are the forms we agreed upon.

Very truly yours,

  
William S. Fambrough  
Staff Attorney

WSP/sa  
Enclosure

RECORDED RIGHT OF WAY NO. 281775

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

July 21, 1970

**Practical Home Builders, Inc.**  
21780 Coolidge Highway  
Oak Park, Michigan 48237

Re: **Old Orchard Hills Towne Houses & Condominiums** 5

Gentlemen:

Enclosed is the original and three copies of the Agreement 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 addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

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. 8 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:

William S. Fambrough, Staff Attorney, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,

**William S. Fambrough**  
Staff Attorney

isa  
Enclosures

RECORDED RIGHT OF WAY NO: *104795*