

PROPOSED FUTURE SUBDIVISIONS (Not Platted)

Project Name:

Drake Heights Sub.

RECORDED

10. 25.235

## EASEMENT GRANT and DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor(s), being owner(s) of land and person(s) having interest(s) in land (being a proposed subdivision described in Appendix "A", which is attached hereto and made a part hereof) desire(s) to subject said land to the easements, restrictions, covenants and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication service, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), switching equipment, secondary electric service pedestal(s), and communication facilities in, under, over, upon that portion of the land identified as "easement" on the copy of the proposed plat which is attached hereto and made a part hereof.

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with an agreement between the electric and communication utilities and <u>John Rowenchuk and</u>

NOW, THEREFORE, the Grantor(s) hereby declare(s) that said premises shall be held, transferred, sold and conveyed subject to the easements, restrictions, covenants, reservations, charges, obligations and powers as follows:

1. Private easements for public utilities which are herein granted as indicated on the above described proposed plat which has not been recorded.

2. No excavations (<u>except</u> for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, <u>except</u> line fences, shall of be allowed within the private public utility easements of the proposed subdivision.

Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON or BELL, interferes with the facilities therein or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the proposed subdivision.

3. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

4. Grantor(s) and subsequent owners of proposed Lots 1 thru 14, inclusive

in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said <u>electric</u> service conductors shall be thereafter maintained by EDISON. <u>Provided</u>, <u>however</u>, should the electric service conductors of the owner(s) or the lines of BELL be damaged by acts or negligence on the part of owner(s) or (his) (their) agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least  $2 - \frac{41}{0}$  AWG and  $1 - \frac{42}{2}$  AWG copper or  $2 - \frac{42}{0}$  AWG and  $1 - \frac{41}{0}$  AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

6. The grade established by the Grantor(s) in accordance with local govern-

Grantor(s) shall not make any change in such grade in or near easements or alter any ground condition, including, drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

## PROPOSED FUTURE SUBDIVISIONS (Not Platted)

## AGREEMENT

	THIS AGREEMENT, made	this 1774 day of	July	19_68 ,
between_	John Lowenchu: and	Marie Sowenchuk, his	wife,	

5153 therry trest Dr., Orchard Lake, Michigan 48033

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", and MICHIGAN FULL TULEPHONE COMPANY, a Michigan corporation, 1365 Cass Avenue, Detroit, Michigan, 18226. hereinafter referred to as "BELL".

# WITNESSETH

WHEREAS, DEVELOPER is developing land in the City of Farmington County, Michigan, as described in Appendix "A", which is attached hereto, Oalcland and made a part hereof; and known as "DRARE HEIGHTS SUBDIVISION".

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plot plan for said subdivision to EDISON and BELL and is hereby requesting EDISON and BELL, prior to recording plat, to install their lines for underground single phase electric service and communication services, except as stated herein, including above ground cable poles and above ground equipment.

Hall be subject to the following

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:

RECORDED 1. To execute a separate instrument prior to utility installations granting HIGHT private easements for public utilities and declaring restrictions acceptable to EDISON ç and BELL for their underground services.

WAY

NO.

05035

2. To install sanitary sewers when required by governmental authority with sewer taps extending three  $(3^{\circ})$  feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without underwining electrical system or communi-Set y and a set of the set of the

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cation lines. Sewer lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

3. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that electric and communication facilities can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.

4. To place survey stakes indicating properly lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities.

5. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, it is necessary to repair, move, modity, 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 therefore. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors and assigns upon receiving a statement therefore.

6. 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, and to provide for trenches in accordance with a separate letter agreement between EDISON and D VELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with regulations of public authorities having future jurisdiction overroads.

7. In the event electric service conductors to residences is furnished by DEVELOFER, between the transformers or electric service connection pedestals and the

residences, DEVELOPER shall install, at his expense, at least 2 - #1/0 AWG and 1 - #2 AWG copper; or, 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed twenty-four (24') inches below finished grade.

II

# UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their expense (except costs and expenses set forth in Paragraphs Numbered 5, 6 and 7 above), all electric and telephone communication facilities in the Private easements for public utilities. EDISON will <u>maintain</u> at its expense, the electric service conductors lying between its facilities in said private easements for public utilities and the residences erected on said lots, subject to provisions of Paragraph No. 5 herein.

THIS AGREEMENT shall inure to the benefit of and be binding upon the hears, executors, administrators, successors and assigns of the parties hereto.

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

In the Presence of:

MELFORD HARTMAN

RENE

CAROL A. MOORE 105 BARBARA D' AGOSTINO

DOCUMENT PREPARED BY MELFORD HARTMAN 2350J NORTHWESTEPN HWY. SOUTHFIELD, MICHIGAN

DY: ovenchul otin.

SY: Marie Rowerchuk

Farie nowenchuk, his wife

THE 'DETROIT ΈÐ OMPANY By: DUKE, DIRECTOR 0. and Rights of Way Dept rties nroll By ASST. SECRETARY LILLIAN J. H. CARROLL GECONDED MICHIGAN BELL TELEPHONE COMPANY Вуз RIGHT Staff Supervisor, Right of Way OF WAY NO. 26232

STATE OF MICHIGAN )<sub>SS</sub> COUNTY OF <u>OAKLAND</u>)

On this <u>17 TH</u> day of <u>JULY</u>. 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared JOFN ROWENCHUK and MARIE ROWENCHUK, his wife, to me known to be the person named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: <u>APR 11 1970</u>

Notary Public DALE J. BOES.

OAKLAND Co., Michigan

# APPENDIX "A"

The land embraced in the proposed annexed plat of DRAKE HEIGHTS, a subdivision of part of the N.W.  $\frac{1}{4}$  of Section 28, T1N, E9E, City of Farmington, Oakland County, Michigan, comprises Lots 1 through 44, both inclusive, is described as: Beginning at a point on the West line of said Section 28, distant S. 1329.53 ft. along said West section line, which is also the centerline of Drake Road; thence N. 89°38'30" E. 1312.27 ft. to a point on the West line of Woodcroft Subdivision (Liber 57, Page 17, Oakland County Records); thence S.  $00^{\circ}02'$  W. 662.50 ft. along said West subdivision line; thence S. 89°45' W. 1311.88 ft. to a point on the West line of said Section 28; thence due North, 660.02 ft. along said West section line and centerline of Drake Road to the point of beginning.

STATE OF MICHIGAN SS COUNTY OF WAYNE )

day of July , 19 68, before me, the On this 25th subscriber, a Notary Public in and for said County, personally appeared Lillian J.H. Carroll R. Q. Duke and to me personally known, who being by me duly sworn, did say that they are **Properties & Rights** and \_\_\_\_\_\_ an Assistant Secretary the \_Director, of Way Dept. of THE DETROIT EDISON COMPANY, a New York Corporation, 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 Lillian J.H. Carroll acknowledged said instrument to and be the free act and deed of said Corporation. My Commission expires: June 24, 1972

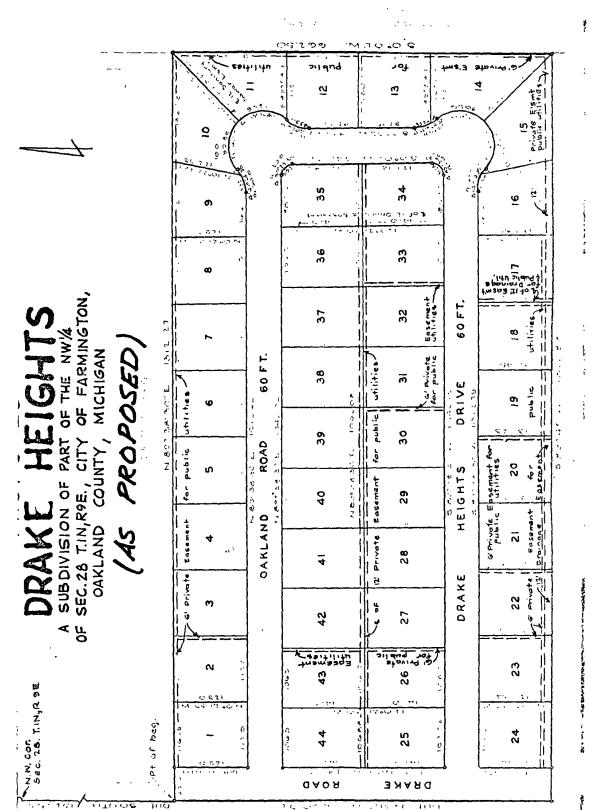
Public KATA Wayne County, Michigan

STATE OF MICHIGAN ) COUNTY OF OAKLAND

On this day of before me, the RECORDED RIGHT subscriber, a Notary Public in ant/ 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, Q, 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, Wayne County, Mich. My Commission Expires Oct. 3, 1971

WAY NU. 25-235 Notary Go, Michigan



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7. Grantor(s) shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by Grantor(s) of any of the foregoing restrictions pertaining to utility underground installations.

8. Upon the future 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 a part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is <u>no dedication to</u> the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

9. The foregoing restrictions 1 through 8 shall be covenants running 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, executors, administrators, successors and assigns of the undersigned Grantor(s).

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, eitherto restrain violation or to recover damages.

11. Invalidation of any one of these covenants 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 undersigned (has)(have) set (its)(their) hand(s) and seal(s) on this 1744 day of 5444, 19 68.

In the Presence of:

Meeford Hartman Meeford Hartman

ohn Rowenchuk

Rowenchuk,

5753 Cherry Crest Dr. Orchard Lake, Michigan 48033

D. J. BOES

Muford Har MELFORD HARTMAN

Edmin 9. Win/S Edmund A. Wink

Eileen Wink, his wife 22781 Frederick Farmington, Michigan 48024

La Ungre Sheley LA VERGNE SHILEN

DIANNE ANUCINSKI

Carlo atenacci

Carole J. Crienacci, 21821 Elmwood Avenue wife his East Detroit, Michigan 48021

SELFRELIANCE-DETROIT FEDERAL CREDIT UNION

11838 Joseph Compau Detroit, Michigan 48212

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STELLA FEDAK

ŧ BY: Mul Museymeny/ Miguel Muszyńsky Treasurer Ú BY a John Lotocky, Assistant Treasurer

decomptil alger OF WAY NO. 25235

DOCUMENT PREPARED BY MELFORD HARTMAN 23500 NORTHWERTERN HWY: SOUTHFIELD, MIGHIGAN

	On this 17 74 day of JULY , 19 68, before
+ha	subscriber, a Notary Public in and for said County, personally appeared
ÇH <del>Q</del>	
	John Rowenchuk and Marie Rowenchuk, his wife
	e known to be the person s, named in and who executed the within instrument
	or an acknowledged that they executed the same as their free act and o
	the intents and purposes therein mentioned. ommission expires: <u>APR. 11, 1970</u> Notary Public OAKLAND Co DRLE 1. BOES
	E OF MICHIGAN )SS TY OF 04 KLAND )SS
	On this 17 TH day of JULY , 19 68, before me,
the	subscriber, a Notary Public in and for said County, personally appeared
	Edmund wink and Eileen Wink, his wife,
to m	e known to be the persons, named in and who executed the within instrument
	or and acknowledged that they executed the same as their free act and de
	the intents and purposes therein mentioned.
	ommission expires: <u>APR. 11, 1970</u> Notary Public OAKLAND
STAT COUN	E OF MICHIGAN )SS TY OF WAYNE SS
	On this 1.7 T.1 day of, 19_68, before m
the	
the	On this 12 TH day of, 19_68, before m
<del></del>	On this <u>12 TH</u> day of <u>024</u> , 19 <u>68</u> , before a subscriber, a Notary Public in and for said County, personally appeared
to m	On this <u>12 7.1</u> day of <u>C244</u> , 19 <u>68</u> , before a subscriber, a Notary Public in and for said County, personally appeared Carlo J. Catenacci and Carole J. Catenacci, his wife
to m vend	On this <u>1271</u> day of <u>0249</u> , <u>1968</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act and the intents and purposes therein mentioned.
to m vend for	On this <u>12 7.1</u> day of <u>0249</u> , 19 68, before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that they executed the same as their free act an
to m vend for My C	On this <u>1271</u> day of <u>0249</u> , <u>1968</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act and the intents and purposes therein mentioned.
to m vend for My C	On this <u>12 TI</u> day of <u>CLY</u> , <u>19 68</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act an the intents and purposes therein mentioned. ommission expires: <u>OPERE 19.1971</u> E OF MICHIGAN (SS
to m vend for My C COUN	On this <u>12 7.1</u> day of <u>0.49</u> , 19 <u>68</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act an the intents and purposes therein mentioned. ommission expires: <u>0.00000000000000000000000000000000000</u>
to m vend for My C COUN the	On this <u>12 7.1</u> day of <u>0.44</u> , <u>19 68</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act an the intents and purposes therein mentioned. commission expires: <u>2000 EL 19.1971</u> E OF MICHIGAN NOTARY Public STREEN TO Notary Public STR
to m vend for My C COUN the to m	On this <u>1771</u> day of <u>0244</u> , 19 <u>68</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act an the intents and purposes therein mentioned. commission expires: <u>07001119971</u> E OF MICHIGAN SS NOF On this day of <u>19</u> , before a subscriber, a Notary Public in and for said County, personally appeared
to m vend for My C COUN the to m vend	On this <u>12 71</u> day of <u>024</u> , <u>19 68</u> , before a subscriber, a Notary Public in and for said County, personally appeared <u>Carlo J. Catenacci and Carole J. Catenacci, his wife</u> e known to be the persons, named in and who executed the within instrument or and acknowledged that <u>they</u> executed the same as <u>their</u> free act and the intents and purposes therein mentioned. commission expires: <u>010 E11 19 1971</u> E OF MICHIGAN Notary Public STALLAN F Con this day of <u>19</u> , before a subscriber, a Notary Public in and for said County, personally appeared e known to be the person , named in and who executed the within instrument

STATE OF MICHIGAN )SS COUNTY OF WRYNE )

.

On this <u>12 TH</u> day of <u>1968</u>, before me appeared MIGUEL MUSZYNSKYJ and JOHN LOTOCKY to me personally known, who being by me duly sworn, did say that they are respectively TREASURER and ASSISTANT TREASURER of SELFRELIANCE-DETROIT FEDERAL CREDIT UNION, a Federal Corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said TREASURER and ASSISTANT TREASURER acknowledged the said instrument to be the free act and deed of the said Corporation.

My Cormission expires: APRIL 19, 1971

Notary Public - STELLA FEDAX

WAYNE Co., Michigan

#### APPENDIX "A"

The land embraced in the proposed annexed plat of DRAKE HKIGHTS, a subdivision of part of the N.W.  $\frac{1}{2}$  of Sec. 28, T1N, R9E, City of Farmington, Oakland County, Michigan, comprises Lots 1 through 44, both inclusive, is described as: Beginning at a point on the west line of said Sec. 28, distant South 1329.53 ft. along said west section line, which is alos the centerline of Drake Road; thence N. 89°38'30" E. 1312.27 ft. to a point on the west line of Woodcroft Subdivision (Liber 57, Page 17, Oakland County Records); thence S. 00°02' W. 662.50 ft. along said west subdivision line; thence S. 89°45' W. 1311.88 ft. to a point on the west line of said Sec. 28; thence due north, 660.02 ft. along said west section line and centerline of Drake Road to the point of beginning.

25235

L.S305 PROJECT NAME: \$ 331-333 Drake Heights Subdivision

# EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned owners and parties having interest in lands herein described grant 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, and MICHIGAN HELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48225, easements for their underground lines for the transmission and distribution of electricity and communication services, including the necessary above ground transformers, secondary connection pedestals, communication facilities, cable poles and equipment under, across and upon the following described land in the City of Farmington, County of Oakland, State of Michigan, described as:

The West 6 feet of Lot 19.

Located in Drake Heights Subdivision, a subdivision of part of the N.W. a of Section 28, T1N, R9E, City of Farmington, Oakland County, Michigan, according to the plat thereof as recorded in Liber 125, Pages 3 & h, Oakland County Records.

These easements shall be subject to all restrictions dated July 17, 1968, pertaining to underground electric and communication services for the aforenamed subdivision. Signed and sealed this 7th day of January 1969.

IN THE PRESENCE OF:

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kola Woskres

Mykola Woskre

RECORDED RIGHT OF WAY NO.

and Rowenchuk,

26-236

5753 Cherry Crest Drive Orchard Lake, Michigan 48033

Edmind A.

Rileen Wink, his wife 22781 Frederick Farmington, Michigan 48024

Dianne **M**nulinski 611175

Hartman

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Carole J. Catenacci, his wife 21821 Elmwood Avenue East Detroit, Michigan 48021

SELF RELIANCE-DETROIT FEDERAL CREDIT UNION 11838 Joseph Compau Detroit, Michigan 48212

BY: liquel Hussenpishing Miguel Muszynskyj, Treasurer ohn Lotocky, Assistant Treasurer

STATE OF MICHEGAN )<sub>SS</sub> RECORDED COUNTY OF WAYNE day of\_\_\_ , 1969, before me, the subscriber, On this 7 thJanuary RIGHT a Notary Public in and for said County, personally appeared JOHN ROWENCHUK and MARIE ROWENCHUK, his wife, to me known to be the persons named in and who executed ĝ the within instrument as vendor and acknowledged that they executed the same as WAY their free act and deed for the intents and purposes therein mentioned.

NO Jella " My Commission expires: APRIL Notery Public STEL FEDAR County, WAYNE Michigan

STATE OF MICHIGAN )<sub>SS</sub> COUNTY OF Oakland

On this 7th day of January , 1969, before me, the subscriber, a Notary Public in and for said County, personally appeared EDMUND A. WINK and EILEEN WINK, his wife, to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: April 11, 1970

Notary Public Dale J. Boes Oakland Co., Michigan



March 22, 1968

Mr. John Rowenchuk 5753 Cherry Crest Drive Orchard Lake, Michigan 48033

Re: Drake Heights Subdivision E.S. Drake Road, nr. Oakland Road Gity of Farmington - Oakland County

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 (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$1,575.00 based on \$500 estimated trench feet at the rate of 35 cents per trench feet. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 20, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our destric lines in the proposed essenents does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assigns. If such damage should eccur, we would expect reinbursement for repairs.

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

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

Very truly yours, Hoyd W Lell Floyd W. Sell Asst. Division Manager

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RECORDS CENTER RECEIVED AUG 1 3 1968 Ticaler Made CLASSIFIED

TOR GENERAL DE FORM NS 77 1	.USE	TIME
	No: Drake Heights Subdivision City of	Parmington Oskland County
	Agreements & economics obtained by	MET. OK to proceed with construction.
		SIGNED Lifter G Vin Mann
PIES TO:	R. H. Olsen 1901 Second Room 184	signed tifter & hu yan
	H. W. Priebe 728 G. C.	Stephen A. Jirlinnee: Lhd 🗠
PORT	Al Los Merhoting Posties Service Conter	Btall Attorney, Law Dept.
	file	

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