APARTMENTS

LIBER 6550 PAGE 857

(LIBER 6401 PAGE 351)

90899) 75 70519

AGREEMENT - BASEMENT - RESTRICTIONS

This instrument made this 7th day of November, 1974, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

WITNESSETH:



WHEREAS, Owners are erecting apartments known as MUIRWOOD APARTMENTS

PHASE I , on land in the City of Farmington Hills ,

County of Qakland , State of Michigan, as described in Appendix "A",

attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearragement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to BDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations as a flower on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.
- (5) Owners to pay the cost of conduit for electric and/or obcommunication facilities to accommodate patios or similar site conditions.
- (6) Easements herein granted are subject to the following restrictions and additional conditions:
 - a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

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

Formation Two SE 1/4 of

(Inviruod aptor Phase I)

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150%

RECORDED RIGHT OF WAY NO. 30/22

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

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

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

In the Presence of: THE DETROIT EDISON COMPANY L L Ampld, Director, Real ASST SECRETARY MICHIGAN BELL TELEPHONE COMPANY RECORDED RIGHT OF WAY NO. 30/72 Вy WILLIAM F. MURRAY, JR. Staff Supervisor, Right of May (authorized signature)

FRANCES J. MICHAELS

(LIBER 6401 PAGE 353)

STATE OF MICHIGAN)
, ss
COUNTY OF WAYNE)
On this 14th lay of <u>November</u> , 19 74, before me, the
subscriber, a Notary Public in and for said County, personally appeared
W. C. Arnold and Lillian J.H. Carroll
to me personally known, who being by me duly sworn, did say that 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
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 W. C. Arnold and Lillian J.H. Carroll
acknowledged said instrument to be the free act and deed of said Corporation.
Tuest Maria
My commission expires: May 14, 1976
Notary Public IRENE C. KATASLIC
Wayne County, Michigan
The second secon
STATE OF MICHIGAN)
COUNTY OF OAKLAND)
On this 22nd day of November, 1974, before me, the
<i>'</i>
subscriber, a Notary Public in and for said County, appeared William F. Murray
Jr. 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 HELL 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

My commission expires:

deed of said corporation.

FRANCES J. MICHAELARY Public
Notary Public, Oakland County, Michigan
My Commission Expires October 8, 1977

William F. Murray Jr. acknowledged said instrument to be the free act and

__ County, Michigan

LIBER 6550 PAGE 860 BEZTAK COMPANY, A Michigan Co-Partnership LIBER 6401 PAGE 354 23999 W. Ten Mile Road Southfield, Menigan 48075 withess: -partner BEZNOS -partner STATE OF MICHIGAN S5: COUNTY OF OAKLAND On this 77 day of November 1974, before me, a Notary Public in and for said County, personally appeared HAROLD BEZNOS and a partner doing business as BEZTAK COMPANY, A Hichigan Co-Partnership to me known and who executed the within instrument and acknowledged the same to be their free act and deed for co-partnership. ARLENE J. SMOLEN Notary Public, Wayne County, Mich. By Commission Expires Feb 6, 1978 WAYNE County, Michigan Motary Public My Commission Expires: ACTING IN DAKLAND COUNTY, MI. WITHES:

Walter M. Coon Helen B. Coor STATE OF MICHIGAN SS:

COUNTY OF

197h, before the undersigned, a Hotary Public day of On this in and for said county, personally appeared Walter M. Cook and Helen B. Cook, his wife, known to me to be the persons who executed the feregoing instrument and acknowledged the same to be their free act and deed.

My Commission Expires:

Hotary Public,

County, Michigan

APPENDIX "A"

Part of the southeast 1/4 of Section 20, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan. More particularly described as commencing at the East 1/4 corner of said section; thence South 0°12'30" West 156.33 feet along the East line of said section; thence Worth 89°47'30" West 60.01 feet to the point of beginning; thence South 0°12'30" West 1549.69 feet; thence due West 923.03 feet; thence due Worth 30.00 feet; thence South 85°31'10" West 105.90 feet; thence due Werth 154.66 feet; thence due West 186.57 feet thence Worth 33°60'52" West 251.31 feet thence Werth 45°00'00" East 130.00 feet; thence due North 200.00 feet; thence due East 86.38 feet; thence Worth 31°00'00" East 99.19 feet; thence Worth 200.00 feet; thence due East 86.38 feet; thence Worth 31°00'00" East 99.19 feet; thence South North 28°39'15" West 300.60 feet; thence North 60°10'36" East 155.49 feet; thence South 59°00'02" East 224.48 feet; thence due East 196.07 feet; thence North 61°00'00" East 191.62 feet; thence due North 41.25 feet; thence North 28°59'59" West 98.16 feet; thence due West 280.00 feet; thence due North 78.84 feet; thence North 77°07'14" East 536.67 feet; thence due South 278.63 feet; thence due East 234.09 feet; thence North 0°12'30" East 422.38 feet; thence South 88°11'48" East 50.02 feet to the point of beginning. Subject to easements of record and containing 32.5 acres.

Prepared by: John M. Waterloo 1970 Orchard Lake Rd. Pontiac, Michigan 48053

> RETURN TO J. A. ROBERTSON THE DETROIT EDISON COMPANY 1970 ORCHARD LAKE ROAD PONTIAC, MICHIGAN 480F3

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

August 20, 1976

Metropolitan Life Insurance Co.

Re: Liber 6401 P251, Re-recorded Liber 6550 P857

Gentlemen:

Consistent with the design of Detroit Edison Co. and Michigan Bell Telephone distribution lines, there are no known encroachments of easements on buildings in Muirwood Apartments Phase I. Also, we are unaware of any building encroachments on Detroit Edison Co. and Michigan Bell Telephone Co. easements.

The easements in Muirwood Apts. do cross each other. This means that each utility does, in a sense, encroach on the other utility easements.

I am unaware of any changes under paragraph #3 of the agreement. However, neither Detroit Edison Co. nor Michigan Bell Telephone Co. make routine surveys after installation of equipment. We become aware of changes only after being notified of equipment failure.

This letter does not relieve the owner or assignee of any responsibilities under paragraph #3 of the agreement.

Sincerely.

George White

Service Planning-Oakland

George White

GW/mg

RECORDED RECEIP OF THE NO. 30/1/2

MEMORANDUM ORDER FOR GENERAL USE DE FORM HS 77 12-53 TO Engineeris Bldg. H -	Room 250 W.S.C.
Ré: Underground Service - N	VIRWOOD APT'S PHASE I CAKLAND COUNTY
	obtained - OK to proceed with construction.
2 HANIA	SIGNED Jolen Unterlan
I To	John W. Waterloo Real Estate and R/W Department
PEPORT	Pontiac Service Center Annex
DATE RETURNED TIME	SIGNED

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C to er 0, 1975

Beztak Company 23999 T. Ten Mile Road, Suite G Southfield, Michigan 48075

Gentlemen:

RE: MUIRWOOD APARTMENTS - Phase I

We are enclosing herewith a copy of the "as installed" Drawing No.

A-64014 for the underground electric and communication services for the above named project.

Sincerely,

John N. Waterloo 1970 Orchard Lake Road

Pontiac, Michigan 48053

JW/ls Enclosure RECORDED RIGHT OF WAY NO. 30172



DATE: July 10, 1975

Beztak Company	
23999 W. Ten Mile Road	
Southfield, Mich. 48075	
RE: Muirwood Apartments Step III	•

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 August 7, 1974

The cost to you for the extension of the underground distribution of the consisting of primary and/or secondary main cable (s) is \$_4.250.00 based on 2125 trench feet or lot front feet.

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

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

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

Five days prior to the start of construction that has been scheduled for August 25, 1975 , we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 4,250.00 as a non-refundable Contribution in Aid to Construction for the above charges

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

Page 1

DE FORM PL 101 9-74 CS

Muirwood Apartments Step III Date July 10, 1975

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

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

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

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

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, 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 two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours,

Service Planner

ACCEPTED:

Name Of Const

Name

Title

Date Ang 14, 1978

Enc: Grading Certificate



DATE: May 7, 1975

Beztak Company	
23999 W. Ten M	ile Road
Southfield, Mic	chigan 48075
RE: Muirwood A	partments Step II

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 Aubust 7, 1974

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 6,010 based on 3,005 trench feet or 0 lot front feet.

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

A winter construction charge of \$\frac{1.00}{2.00}\$ per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

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

Five days prior to the start of construction that has been scheduled for $\frac{\text{June }10,\ 1975}{\text{indicating the completion of grading and payment in the amount of }6,010}$ as a non-refundable Contribution in Aid to Construction for the above charges.

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

Page 1
DE FORM PL 101 9-74 CS

CHCORDED BIGHT OF WAY NO.

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

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

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

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

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, 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 two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours,

Donald E. Harris

Service Planner

Title HAROLD BEZNOS-PARTNER

Name

Title

Date

Enc: Grading Certificate

DATE: May 7, 1975

Beztak Company

23999 W. Ten Mile Road

Southfield, Michigan 48075

RE: Muirwood Apartments Step II

Gentlemen:

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

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

Donald E. Harris

Service Planner

May 7, 1975

Date

C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. $\frac{A-64120}{\text{for this development is in my/our possession and will be used for this purpose.}}$

Title Director of Constructor

Name

Title

Date May 27, 1975

ECORDED RIGHT OF WAY NO. 30/2

THE DETROIT EDISON COMPANY

1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

December 12, 1974

Beztak Company 23999 W. Ten Mile Rd. Suite G Southfield, Michigan 48075

RE: Muirwood Apartments - Phase I

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated November 7, 1974 for the underground electric and communication services for the above named Project.

Yours very truly,

John N. Waterloo

Real Estate and R/W Department

Enclosure

2000 Second Avenue Detroit, Michigan 48226 (313) 237-8000

DATE:	December 3, 1974
Bez	tak Company
2399	99 W. Ten Mile Road
Sout	hfield, Michigan 48075
D 17: 4	Muirwood Apartments Step I

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 August 7, 1974

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 3,860.00 based on 1,930 trench feet or 0 lot front feet.

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

A winter construction charge of \$\frac{1.00}{2.00}\$ per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

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

Five days prior to the start of construction that has been scheduled for January 7, 1975, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of § 3,860.00 as a non-refundable Contribution in Aid to Construction for the above charges.

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

Page 1
DE FORM PL 101 9-74 CS

1646 GRI Drake 3017

Moi	rwood Apartments
ate	November 25, 1974
_	DEC. 3 RD.

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

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

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

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

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, 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 two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours,

DH:dp

Service Planner

Name Of Como
Title National Dixector of Construction

<u>Name</u>

<u>Title</u>

Date // 30/7 \$

Enc: Grading Certificate

Land A KARA



23999 WEST TEN MILE ROAD, SUITE G • SOUTHFIELD, MICHIGAN 48075 TELEPHONE 313-354-9007

November 7, 1974

John N. Waterloo Real Estate & R/W Department Detroit Edison Company 1970 Orchard Lake Road Pontiac, Michigan 48053

Dear Mr. Waterloo,

RE: MUIRWOOD APARTMENTS Grand River & Drake Rds. Farmington, Michigan

Enclosed you will find the easements necessary for The Detroit Edison Company and Michigan Bell Telephone Company for Muirwood Apartments. The easements have been signed by Harold Beznos and notarized.

Since Beztak Company owns all the land it is not necessary that the Coons sign these easements. Enclosed is a photo copy of the recorded deed conveying the 93.7 acres to Beztak for your records.

Yours truly,

BEZTAK ZOMPANY

Arlene J. Smølen

Secretary Xo,

Walter S. Kutchins

Executive Vice President

AJS/encls.

RECORDED RIGHT OF WAY NO. 30/72

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

Pontiac, Michigan 48053

August 27, 1974

Beztak Company
23999 W. Ten Mile Rd. - Suite &
Southfield, Michigan 48075

RE: MUIRWOOD APARTMENTS - Phase I

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

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

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

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,

John N. Waterloo, Representative Real Estate and R/W Department

hu n. Waterlas

Enclosures

Recodved, RE & BN Dept. on: Jug 8 1974

