

(77 27839)
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RECORDED MICHIGAN
REGISTER OF DEEDS RECORDS
1811 APR 17 1977
CIVIL RIGHTS DIVISION

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 31ST day of JAN.
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."

1-9
20

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as MUIRWOOD APARTMENTS - PHASE III, on land in the City of Farmington Hills, County of Oakland, 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, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners 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 EDISON 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 shown 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 communication 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."

RECORDED RIGHT OF WAY NO.

31347

1200

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. 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.

RECORDED RIGHT OF WAY NO. 31347

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:

Mary Ann Mistak
MARY ANN MISTAK

T. Katherine Hayes
T. Katherine Hayes

Charles V. Clabian
CHARLES V. CLABIAN

J. Douglas Roy
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY

By Robert R. Tewksbury
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept

By Irene C. Kata
IRENE C. KATA Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

By M. Isham
M. ISHAM
Staff Supervisor, Right of Way
(authorized signature)

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th day of February, 1977, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Dir., R/E & R/W Depts. and 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 said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

T. Katherine Hayes
Notary Public, Wayne County, Michigan
T. KATHERINE HAYES
Notary Public, Oakland County, Mich.
Acting in Wayne
My Comm. Expires February 10, 1980

My Commission Expires: _____

RECORDED RIGHT OF WAY NO. 31347

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND

On this 28th day of FEBRUARY, 1977, before me the subscriber, a Notary Public in and for said County, appeared M. ISHAM to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR RIW authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and M. ISHAM acknowledged said instrument to be the free act and deed of said corporation.

Charles V. Claphan
CHARLES V. CLAPHAN
Notary Public, LIVINGSTON County, Michigan

My Commission Expires: DEC. 19, 1978

RECORDED
INDEXED

BEZTAK COMPANY
A Michigan Co-Partnership
23999 W. Ten Mile Road
Southfield, Michigan 48075

Arlene J. Smolen
ARLENE J. SMOLEN

Norman Beznos
NORMAN BEZDOS PARTNER

Johanna T. Cavallo
JOHANNA T. CAVALLIO
STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 31ST day of January 1977, before me, a Notary Public in and for said County, personally appeared NORMAN BEZDOS and partners doing business as Beztak Company, A Michigan Co-Partnership to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the above co-partnership.

ARLENE J. SMOLEN
Notary Public, Wayne County, Mich.
Acting in Oakland County, Michigan
My Commission Expires Feb. 6, 1978.

My Commission Expires: _____

Arlene J. Smolen
Notary Public, _____ County, Michigan

RECORDED REGISTER OF WAY NO. 31347

APPENDIX "A"

A parcel of land in the S.E. 1/4 of Section 20, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as follows: Commencing at the S.E. corner of Section 20, Township 1 North, Range 9 East and proceeding thence along the South line of said Section 20, North 89°14'50" West, 1,129.99 feet; thence due North 50.00 feet to the point of beginning of the parcel herein described, said point being on the North line of Grand River Avenue; thence along the North line of Grand River Avenue, which line is 50.00 feet North of and parallel to the South line of said Section 20, North 89°14'50" West, 846.81 feet; thence North 0°22'44" East, 1,708.29'; thence South 89°37'16" East, 200.00 feet; thence South 13°30'00" East, 115.00 feet; thence on a curve to the left, radius 534.00 feet, central angle 18°47'14" (the chord of said curve bears South 22°53'37" East, 174.32'), a distance of 175.10 feet; thence North 80°00'00" East, 147.54 feet; thence due North 80.00 feet; thence due East 208.62 feet; thence due South 200.00 feet; thence South 45°00'00" West, 130.00 feet; thence South 33°00'52" East, 251.31 feet; thence due East 186.57'; thence due South 154.66 feet; thence South 85°31'10" West, 44.84 feet; thence due South 890.45 feet to the point of beginning 28.1309 acres and being subject to easements of record.

Prepared by:
Walter E. Touchie
30400 Telegraph
Birmingham, Michigan 48010

MAR 17 PM 1:45

NOTARY PUBLIC
STATE OF MICHIGAN
MAY 15 1977

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM 68 77 12-63

TO D. HARRIS DATE 2-2-77 TIME _____

Re: Underground Service - MUIRWOOD APARTMENTS PHASE III
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: FILE SIGNED Walter E. Touche

REPORT _____
John N. Waterloo
Real Estate & Rights of Way
272 Oakland Division Headquarters

DATE RETURNED _____ TIME _____ SIGNED _____

THCOH

Speed Letter.

To John N. Waterloo
Detroit Edison
Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010

From BEZTAK COMPANY
23999 W. Ten Mile Rd., Suite G
Southfield, Michigan 48075
354-9007

Subject MUIRWOOD APARTMENTS - PHASE III, Grand River & Drake Rd., Farmington Hills, Michigan

- No. 94 10 FOLD

MESSAGE

In accordance with your letter dated January 21, 1977, you will find enclosed the original and copy of the Agreement-Easement Restrictions on the above captioned property.

It is understood you will forward a fully executed copy of this agreement when it has been executed by both Detroit Edison and Michigan Bell Telephone.

encis.

Date 1-31-77

Signed

BEZTAK COMPANY

Arlene J. Smolen

REPLY

- No. 9 FOLD

- No. 10 FOLD

31547

Detroit Edison

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

Date: March 8, 1977

Beztak Company

23999 W. Ten Mile

Southfield, Mich. 48075

Re: Muirwood Apartments - Phase 3 - Step 1

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

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 1-28-77.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 9,780.00 based on 4200 trench feet or --- lot front feet and 450 KVA (nameplate) of transformer capacity.

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.

No later than five days prior to the start of construction that has been scheduled for 4-28-77, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 9,780.00 as non-refundable Contribution in Aid of Construction for the above charges.

P A I D
APR 11 1977
CA 9780

31347

Beztak Company

Date March 8, 1977

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.

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.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,

Donald E. Harris
Service Planner

RECORDED
INDEXED
FILED
3/13/77

DH/ms

ACCEPTED:

Name [Signature]

Title [Signature]

Name _____

Title _____

Date _____

APR 11 1977
CR 9780

Enc: Grading certificate

Detroit

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

DATE: March 8, 1977

Beztak Company
23999 W. Ten Mile
Southfield, Michigan 48075

RE: Muirwood Apartments - Phase 3, Step 1

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,

Ronald E. Harris
Service Planner

March 8, 1977
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. A-64972 for this development is in my/our possession and will be used for this purpose.

DH/ms

Name Robert R. McF...
Title Project Manager
Name _____
Title _____
Date _____

PAID
APR 11 1977
CA 9280

31347

**Detroit
Edison**

Oakland Division
30460 Telegraph Road
Birmingham Michigan 48010
(313) 645-4000

Date: ~~March~~ March 30, 1977

Beztak Company

23999 W. Ten Mile Road

Southfield, Mich. 48075

Re: Muirwood Apartments - Phase 3 Step II

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

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 January 28, 1977.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 9,810.00 based on 3900 trench feet or lot front feet and 600 KVA (nameplate) of transformer capacity.

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.

No later than five days prior to the start of construction that has been scheduled for May 16, 1977, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 9,810 00 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED
INDEXED
MAY NO. 31347

P A
APR 11 1977
Ch 3976

Beztak Company

Date March 30, 1977

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.

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.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,

Donald E. Harris
Service Planner

3/31/77

DH/ms

ACCEPTED:

Name *Richard A. ...*

Title *...* APR 11 1977
ch 3976

Name _____

Title _____

Date _____

Enc: Grading certificate

Detroit

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-6000

DATE: March 30, 1977

Beztak Company
23999 W. Ten Mile
Southfield, Mich. 48075

RE: Muirwood Apartments - Phase 3 - Step 11

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,

Ronald E. Harris
Service Planner

March 30, 1977
Date

RECORDED RIGHT OF WAY NO. 31347

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. A-64973 for this development is in my/our possession and will be used for this purpose.

DH/ms

PAID

APR 11 1977
ck3976

Name *Richard D. McMillan*
Title *Project Manager*
Name _____
Title _____
Date _____

Detroit
Edison

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

January 21, 1977

BEZTAK COMPANY
23999 W. Ten Mile Road
Southfield, Michigan 48075

Gentlemen:

Re: MUIRWOOD APARTMENTS - PHASE III

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, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,

John N. Waterloo

John N. Waterloo, Representative
Real Estate and Rights of Way

JNW/ls
Enclosures

RECORDED RIGHTS OF WAY NO.

313447

APPLICATION FOR U.R.D. EASEMENTS

DE FORM RR 11 5-73

FOR RE & RW DEPT USE	DATE REC'D 7-17-77	DE-BELL NO. OE-7-3
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TO: OAKLAND R/W
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 1-13-77

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

- 1. Copy of complete final proposed plat, or
- 2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title commitment, contract, or title search)

or

B. Other than subdivision

- 1. Property description.
- 2. Site plan.
- 3. Title information (deed, title commitment, contract with title commitment, or title search).

TITLE INFORMATION WAS GIVEN FOR PHASE I WHICH COVERED PHASE I, II & III

INFORMATION:

1. Project name MUIRWOOD APARTMENTS PHASE III County OAKLAND

City/Township/Village FARMINGTON HILLS Section No. 20

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other

2. Name of Owner BEZTAK COMPANY Phone No. 354-9007

Address 23999 W. TEN MILE, SOUTHFIELD MI.

Owner's Representative A. WAYNE RODRICK Phone No. 354-9007

3. Date Service is Wanted APRIL 15, 1977

4. Entire project will be developed at one time YES NO

5. Cable poles on property YES NO

6. Joint easements required YES NO

a. Name of other utilities MICHIGAN BELL & CONSUMERS TOWER

b. Other utility engineer names, addresses, phone numbers: MRT. ENGINEER B. JENSEN

7. Part of subdivision is fed from overhead service. YES NO

Lot No. _____

8. Additional information or comments: CUSTOMER CLAIMS TITLE INFO WAS FOR THE COMP. PROJECT PHASES I, II & III

NOTE: Trenching letter attached will be submitted later.

Signed Ronald E. Harris
 SERVICE PLANNING DEPARTMENT
 Address 30400 TELEGRAPH Phone 645-4111

31349

DESCRIPTION OF MUIRWOOD APARTMENTS PHASE III

[A Parcel of land in the S.E. $\frac{1}{4}$ of Section 20, T. 1N., R. 9E., City of Farmington Hills, Oakland County, Michigan, described as follows:

Commencing at the S.E. corner of Section 20, T. 1N., R. 9E. and proceeding thence along the S. line of said Section 20, N. $89^{\circ} 14' 50''$ W., 1,129.99'; thence Due N. 50.00' to the point of beginning of the parcel herein described, said point being on the N. line of Grand River Avenue; thence along the N. line of Grand River Avenue, which line is 50.00' North of and parallel to the South line of said Section 20, N. $89^{\circ} 14' 50''$ W., 846.81'; thence N. $0^{\circ} 22' 44''$ E., 1,708.29'; thence S. $89^{\circ} 37' 16''$ E., 200.00'; thence S. $13^{\circ} 30' 00''$ E., 115.00'; thence on a curve to the left, radius 534.00', central angle $18^{\circ} 47' 14''$ (the chord of said curve bears S. $22^{\circ} 53' 37''$ E., 174.32'), a distance of 175.10'; thence N. $80^{\circ} 00' 00''$ E., 147.54'; thence Due N. 80.00'; thence Due E. 208.62'; thence Due S. 200.00'; thence S. $45^{\circ} 00' 00''$ W., 130.00'; thence S. $33^{\circ} 00' 52''$ E., 251.31'; thence Due E. 186.57'; thence due S. 154.66'; thence S. $85^{\circ} 31' 10''$ W., 44.84'; thence Due S. 890.45' to the point of beginning, containing 28.1309 acres and being subject to easements of record.]

