

# 25014

March 12, 1968

Mr. Charles C. Currie  
1500 Old Salem Court  
Birmingham, Michigan

Re: Currie Townhouses  
~~356~~ Southfield  
City of Birmingham  
Oakland County

JLc-362-364-766

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 \$67.50 based on 50 estimated trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 11, 1967. 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 electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assigns. If such damage should occur, we would expect reimbursement 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,  
*Floyd W. Sell*

Floyd W. Sell  
Asst. Division Manager

RECORDS CENTER  
RECEIVED MAY 14 1968  
THOMAS BRIDE  
CLASSIFIED

ACCEPTED

*Charles C. Currie*

Date: 3/16/68

RECORDED RIGHT OF WAY NO. 25014

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

TO Engineering Coordinator Supervisor DATE 4-1-68 TIME \_\_\_\_\_  
1901 Second - Room 186  
Re: Underground Service - 250-366 Southfield - Charles C. Currie  
Village of Birmingham, Oakland County

Agreements and Easements obtained by M.B.I.

OK to proceed with construction.

COPIES TO E. Olson - 1901 Second - Rm. 184  
H. W. Priebe - 728 G. O.  
REPORT Chas. Bender - Pontiac Service Center  
File

SIGNED *Stephen A. McNamee*  
Stephen A. McNamee/lw  
Staff Attorney  
Law Department

25014

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

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 23rd day of March, 1968, between Charles C. Currie and Harriett M Currie, his wife, 1500 Old Salem Ct., Birmingham, Michigan

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 BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as 360-366 Southfield, on land in the Village of Birmingham, 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 three 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:

DEVELOPER AGREES:

- 1. To record 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.
3. To place survey stakes indicating property lines and building plot lines before and after 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 may cross but may not be installed within the easements used for electric and communication lines.

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Blomfield Trp
Sec. 36
NW 1/4, W 1/2 of Birds Add.;
L 3/4 (360-366 Southfield)

5. To remove at DEVELOPER'S expense all trees, shrubbery or obstruction 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 trench at DEVELOPER'S expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. 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.

7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.

8. At DEVELOPER'S expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. 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 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.

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 Paragraphs 5, 7, 8 and 9), their electric and communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the

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DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors or assigns upon receiving a statement therefore.

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 and seals the day and year first above written.

In the Presence of:

Stephen A. McNamee  
Stephen A. McNamee

Irene C. Kata  
IRENE C. KATA

Barbara D'Agostino  
BARBARA D'AGOSTINO  
Melford Hartman  
MELFORD HARTMAN

THE DETROIT EDISON COMPANY

By: R. G. Duke  
R. G. DUKE, DIRECTOR  
Properties and Rights of Way Dept.  
By: Lillian J. H. Carroll  
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By: Carl T. Hall  
Staff Supervisor, Right of Way  
(Authorized signature)

DOCUMENT PREPARED BY  
MELFORD HARTMAN  
23500 NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN

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MELFORD HARTMAN

THE DETROIT EDISON COMPANY

By: R. Q. Duke  
R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

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

MICHIGAN BELL TELEPHONE COMPANY

By: Carl T. Hall  
Staff Supervisor, Right of Way  
(Authorized signature)

RECORDED RIGHT OF WAY NO. 23014

In the Presence of:

Mary A. Adams  
Mary A. Adams

Charles C. Currie  
Charles C. Currie

Jerome D. Rutledge  
JEROME D. RUTLEDGE

Harriett M. Currie  
Harriett M. Currie, his wife  
1500 Old Salem Ct.  
Birmingham, Michigan

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

On this 23rd day of MARCH, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared CHARLES C. CURRIE and HARRIETT M. CURRIE, 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: August 23, 1971

Mary A. Adams  
Notary Public - Mary A. Adams  
Oakland Co., Michigan

APPENDIX "A"

Lot #4 and the South 25 ft. of Lot #3 of Birds Addition to the Village of Birmingham in the County of Oakland, State of Michigan, except that portion deeded to the City of Birmingham by Warranty Deed dated Nov. 28, 1968, and recorded in Liber 4970, Page 481, Oakland Co. Records. Birds Addition being a part of the W. 1/2 of the N.W. 1/4 of Sec. 36, T2N, R10E, according to the plat thereof as recorded in Liber 4 of Plats, Page 1, Oakland County Records.

RECORDED RIGHT OF WAY NO. 25014

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 2nd day of April, 1968, 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 & Rights of Way and an Assistant Secretary  
Dept.  
of THE DETROIT EDISON COMPANY, a New York Corporation, 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 R. Q. Duke and  
Lillian J.H. Carroll acknowledged said instrument to be the free  
act and deed of said corporation.

My Commission expires: July 9, 1968  
*Irene C. K...*  
Notary Public IRENE C. K...  
Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 20th day of March, 1967, 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 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  
MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 3, 1971 County, Michigan

RECORDED RETURN OF WAY NO. 25014