

# 25314

LIBER 5257 PAGE 267

68 64989  
69 2727

L-11  
27

LIBER 5305 PAGE 310

Name of Project:  
Royal Coachman Apartments

71 APARTMENTS

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

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

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

1. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
2. EDISON and BELL, their employees, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.
3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

\*THIS EASEMENT IS RE-RECORDED FOR THE PURPOSE OF SHOWING THE "AS INSTALLED" CENTERLINES AND WIDTH OF EASEMENTS GRANTED HEREIN AS SHOWN ON DRAWING ATTACHED HERETO.

RECORDED RIGHT OF WAY NO. 25314

easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements hereinabove described.

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

5. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

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

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

8. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this 16 day of Sept 1914

*[Faint, illegible signatures and stamps]*

RECORDED RIGHT OF WAY NO. 25314

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 its 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 its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its 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 its contractors or assigns, repairs shall be made at the cost and expense of the

RECORDED RIGHT OF WAY NO. 25314

DEVELOPER or its successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its 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:

[Signature]  
John H. Wake  
[Signature]  
Betty Akkerman  
Betty Akkerman

UNIVERSITY HILLS REALTY COMPANY  
A MICHIGAN CORPORATION

By: [Signature]  
Edward W. Pratt, President

[Signature]  
Stephen A. McNamee  
[Signature]  
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: [Signature]  
R. G. DUKE, DIRECTOR  
Properties and Rights of Way Dept.  
By: [Signature]  
LILLIAN J. H. CARROLL ASST. SECRETARY

[Signature]  
BARBARA D'AGOSTINO  
[Signature]  
MELFORD HARTMAN  
STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

MICHIGAN BELL TELEPHONE COMPANY

By: [Signature]  
Staff Supervisor, Right of Way  
(Authorized signature)

On this 10th day of September, 1968, before me, a Notary Public, personally appeared Edward W. Pratt, to me personally known, who being by me duly sworn, did say that he is a President of the University Hills Realty Co., a Michigan Corporation, which executed the within Instrument and that he acknowledged said instrument to be the free act and deed of the said corporation.

My Commission expires: May 27, 1969

Notary Public [Signature]  
Betty Akkerman

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

Oakland Co., Michigan

RECORDED RIGHT OF WAY NO. 25319

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 19th day of September, 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 Dept. and an Assistant Secretary  
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  
and Lillian J.H. Carroll acknowledged said instrument to  
be the free act and deed of said Corporation.

My Commission expires: June 24, 1972

Irene C. Kata  
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 10th day of Sept, 1968, before me, the  
subscriber, a Notary Public in and for said County, appeared CARL T. HALL  
to me personally known, who being by me duly sworn, did say that he is Staff  
Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY,  
a Michigan Corporation, and that the said instrument was signed in behalf of said  
Corporation, by authority of its Board of Directors, and CARL T. HALL  
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: \_\_\_\_\_

MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
My Commission Expires Oct. 3, 1971

Melford Hartman  
Notary Public

Wayne Co., Michigan  
Acting in Oakland  
Co.

RECORDED RIGHT OF WAY NO. 25314

ROYAL COACHMAN APARTMENTS

APPENDIX "A"

PROPERTY DESCRIPTION

A parcel of land in the North  $\frac{1}{2}$  of Section 27, T2N, R11E, City of Troy, Oakland County, Michigan, more particularly described as: Beginning at the center post of said Section 27; thence N.  $01^{\circ}14'07''$  E., 442.48 ft. along the North and South  $\frac{1}{4}$  line of said Section 27; thence S.  $89^{\circ}56'38''$  E., 835.67 ft. to the point of beginning of this description; thence N.  $12^{\circ}56'14''$  E., 342.63 ft.; thence S.  $74^{\circ}37'42''$  E., 86.00 ft.; thence along a curve to the right 45.00 ft., said curve having a central angle of  $09^{\circ}27'52''$ , a radius of 272.42 ft. and long chord bearing, S.  $69^{\circ}53'46''$  E., 44.95 ft.; thence N.  $21^{\circ}03'03''$  E., 269.95 ft. to a point on the South line of the I-75 Freeway; thence along said South line S.  $57^{\circ}54'11''$  E., 50.00 ft.; thence continuing along said South line along a curve to the left 181.67 ft., said curve having a central angle of  $13^{\circ}09'22''$ , a radius of 79120 feet, and long chord bearing S.  $64^{\circ}28'52''$  E., 181.28 ft.; thence S.  $01^{\circ}00'11''$  W., 61.61 ft.; thence S.  $00^{\circ}25'11''$  W., 824.11 ft.; thence N.  $89^{\circ}57'03''$  W., 354.43 ft.; thence N.  $00^{\circ}21'44''$  E., 442.30 ft.; thence N.  $89^{\circ}56'38''$  W., 146.00 ft. to the point of beginning, and containing 8.05 acres.

Also Lots 37 and 38 of "Supervisor's Plat No. 10", of Troy, as recorded in Liber 46, Page 42, Oakland Co., Michigan, containing 1.88 acres.

RECORDED RIGHT OF WAY NO. 25314

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

TO Art Lawrence 1901 Second Room 186 DATE 9-11-66 TIME \_\_\_\_\_

Re: Rt. Al Cochran Apartments, City of Troy

Agreements and Easement Grants obtained. OK to  
proceed with construction.

COPIES TO R. H. Olsen 1901 Second Room 184 SIGNED Keith L. Roach

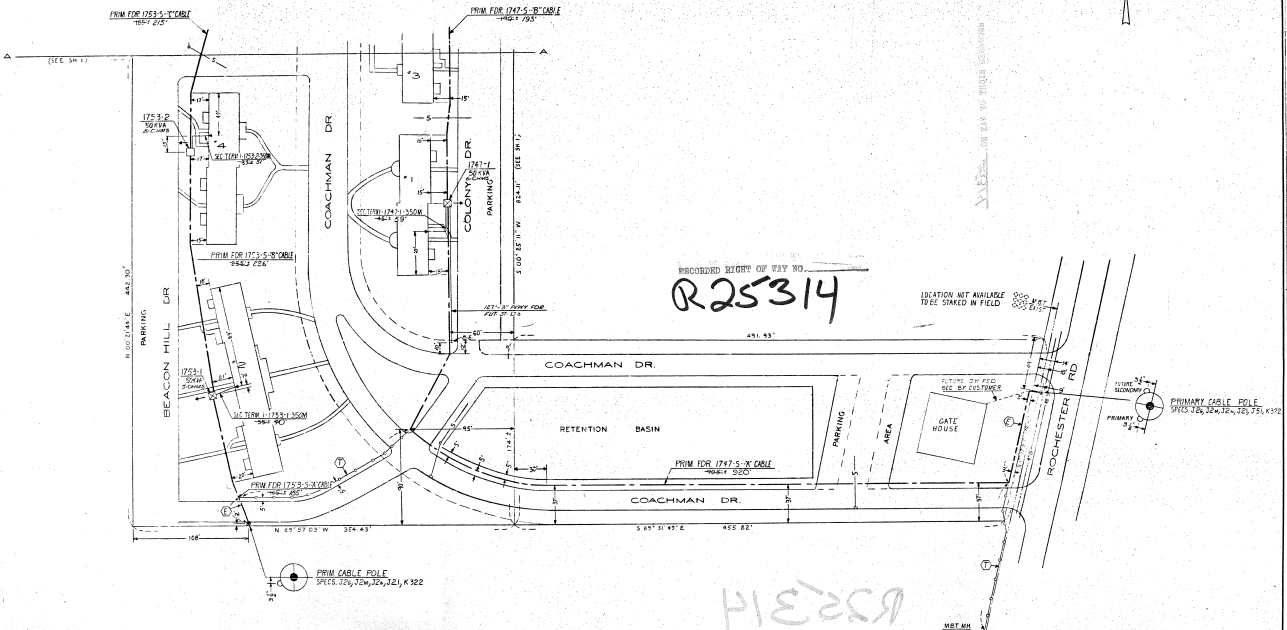
H. W. Friese 728 G. O.

REPORT Al Lee, Pontiac Service Center Keith L. Roach: lhd  
file Staff Attorney, Law Dept.

*Note: Mel Hartman called - said he had agreed to a 5% net signed & since  
for use in a work manual & send 4/15. At 2:45. I have signed in a log on 10/11/66*

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

Liber 5305  
 Pages 317, 318, 319



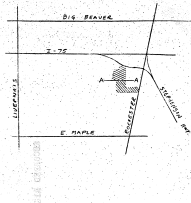
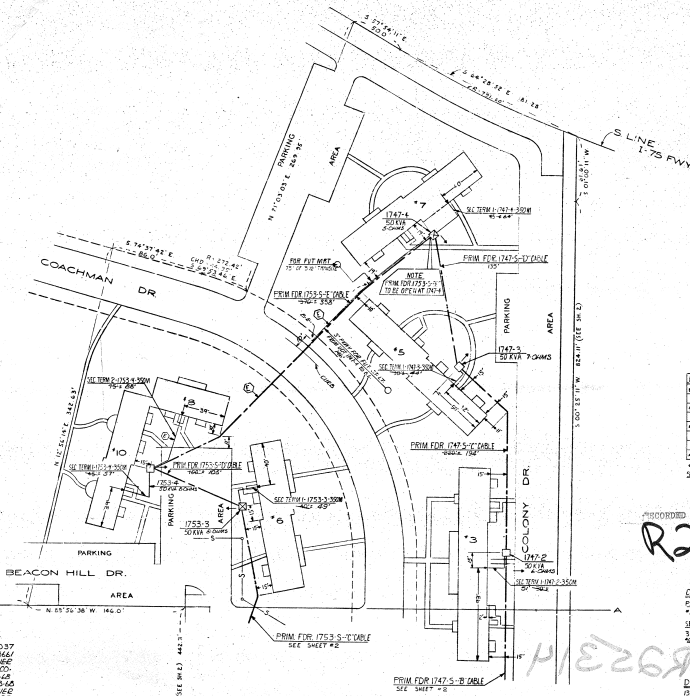
D	C	B	A	DATE	BY	PROJECT	NO.	DATE	BY	PROJECT	NO.	DATE	BY
			REVISED TO SHOW AS INSTALLED IN FIELD		M. SCHUELER	ROYAL COACHMAN APTS PHASE NO 1 N.E. 1/4 SEC. 27 TROY TWP. OAKLAND CO.	7-23-58						

THE SERVICE ENGINE COMPANY		UNDERGROUND LINES DEPARTMENT	
PROJECT NO.	11-30	PROJECT NO.	BB-590
DATE	7-23-58	DATE	8-10-57
BY	M. SCHUELER	BY	RMD/BR/67
CHECKED		CHECKED	
DATE		DATE	
BY		BY	
CHECKED		CHECKED	
DATE		DATE	
BY		BY	



Liber 5305  
Pages 314, 315, 316



**GENERAL NOTES**  
 ALL TRENCH, CABLE AND DUCT LENGTHS ARE APPROXIMATE.  
 ALL TRENCHING AND BACKFILLING TO BE DONE BY MBT CO.  
 SEE DRAWING 101-2361 FOR TRANSFORMER MAT DETAILS.  
 GAS INSULATION NOT AVAILABLE AT THIS TIME.  
 CONTACT CONSUMER'S POWER CO. ENGINEERING DIVISION  
 597-5000 PRIOR TO CONSTRUCTION.  
 CONTACT MBT CO. 555-1950 FOR STAKING OR CONDUIT  
 IN ROCHESTER RD. SHOWN PRIOR TO CONSTRUCTION.  
 MBT CO. ENGINEER - R. KRATT - 1510 N. CAMPBELL  
 524-1915

**TRANSFORMER DATA**

UNIT NO.	SIZE	DE. STA. NO.
1753-1	500VA	661-0502
1753-2	500VA	661-0502
1753-3	500VA	661-0502
1753-4	500VA	661-0502
1747-1	500VA	661-0502
1747-2	500VA	661-0502
1747-3	500VA	661-0502
1747-4	500VA	661-0502

INDICATES TRANS WITH SWITCHING  
 TRANSFORMERS - #10, #25, #322  
 TRANS WITH SWITCH - #10, #25, #322

- CODE**
- PADMOUNT TRANSFORMER
  - PADMOUNT TRANS WITH SWITCHING
  - CABLE POLE
  - △ SECONDARY TERMINAL
  - 15KV PRIMARY CABLE
  - SECONDARY CABLE
  - DE CO. TRENCH ONLY
  - MBT CO. TRENCH ONLY
  - 5/8" MIN
  - 6" MIN
  - MBT CONDUIT (SEE 101-2361)
  - DIRECTION TRANS DUCT OPENING

UNRECORDED DEED ID WAY W/ R25314

**CABLE SUMMARY**

PRIMARY CABLE	15KV POLY CON. ALUM 15KV STK NO. 70-30M-25225
SECONDARY CABLE	300M 15KV 600V POLY ALUM STK NO. 70-05M-375

**TRENCH SUMMARY**

MBT CO. TRENCH ONLY - 320'
DE CO. TRENCH ONLY - 440'
JOINT TRENCHING - 2150'
TOTAL - 4870'

DIST. ENG. CROSS MEMPHIS  
 6250 N. CENTRAL AVE. #212

PERMITS REQUIRED  
 CITY OF TROY

**TITLE BLOCK**  
 D.O. 090037  
 R.O. 017664  
 DESIGN 7/28/88  
 LAYOUT 8/1/88  
 START 8/1/88  
 FINISH 10/2/88  
 NOTES 7/28/88  
 SUPERVISOR 8/1/88  
 PRC

D. Location	C. Location	B. Location	A. Location	DATE APPROVED	DATE	BY	FOR	PROJECT	PHASE NO.	DATE	BY	PROJECT	PHASE NO.	DATE	BY
			REVISED TO SHOW AS INSTALLED IN FIELD					ROYAL COACHMAN APTS	1	8-23-88		ROYAL COACHMAN APTS	1	8-23-88	
									1	8-23-88			1	8-23-88	
									1	8-23-88			1	8-23-88	

MBT JOB # 2516  
 TROY TWP OAKLAND CO. TRF 724

IN THE PRESENCE OF:

UNIVERSITY HILLS REALTY COMPANY  
A MICHIGAN CORPORATION  
2033 Austin, Troy, Michigan

Betty Akkerman  
Betty Akkerman

BY: Edward W. Pratt  
Edward W. Pratt, President

John H. Wake  
John H. Wake

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

On this 10th day of September, 1968, before me, a Notary Public, personally appeared Edward W. Pratt, to me personally known, who being by me duly sworn, did say that he is a President of the University Hills Realty Company, a Michigan Corporation, which executed the within Instrument and that he acknowledged said instrument to be the free act and deed of the said corporation.

My Commission expires: May 27, 1969

Betty Akkerman  
Notary Public Betty Akkerman

Oakland Co., Michigan

RECORDED RIGHT OF WAY NO. 25314

ROYAL COACHMAN APARTMENTSAPPENDIX "A"PROPERTY DESCRIPTION

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Also Lots 37 and 38 of "Supervisor's Plat No. 10", of Troy, as recorded in Liber 46, Page 42, Oakland Co., Michigan, containing 1.88 acres.

RECORDED RIGHT OF WAY NO. 26372

A.C. - 2014

L. 5237  
Pages 267-270

APARTMENTS

Name of Project:

Royal Coastman Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable poles(s), and other utility facilities, in, under, over, upon and across land located in the \_\_\_\_\_  
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2. EDISON and BELL, their employees, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.
3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

RECORDED RIGHT OF WAY NO. 25317

easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements hereinabove described.

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

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

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

8. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this 10<sup>th</sup> day of Sept, 1968.

RECORDED RIGHT OF WAY NO. 25314

IN THE PRESENCE OF:

UNIVERSITY HILLS REALTY COMPANY  
A MICHIGAN CORPORATION  
2033 Austin, Troy, Michigan

Betty Akkerman  
Betty Akkerman

BY: Edward W. Pratt  
Edward W. Pratt, President

John H. Wake  
John H. Wake

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

On this 10th day of September, 1968, before me, a Notary Public, personally appeared Edward W. Pratt, to me personally known, who being by me duly sworn, did say that he is a President of the University Hills Realty Company, a Michigan Corporation, which executed the within Instrument and that he acknowledged said instrument to be the free act and deed of the said corporation.

My Commission expires: May 27, 1969

Betty Akkerman  
Notary Public Betty Akkerman

Oakland Co., Michigan

RECORDED RIGHT OF WAY NO. 25314

ROYAL COACHMAN APARTMENTS

APPENDIX "A"

PROPERTY DESCRIPTION

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Also Lots 37 and 38 of "Supervisor's Plat No. 10", of Troy, as recorded in Liber 46, Page 42, Oakland Co., Michigan, containing 1.88 acres.

RECORDED RIGHT OF WAY NO. 20314

August 1, 1968

Wells-Pratt Construction Company  
2033 Austin  
Troy, Michigan 48064

Re: Royal Coachman Apartments-Phase No. 1  
Rochester Road and I-75  
City of Troy - 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 \$1476.25 based on 2575 estimated trench feet at the rate of \$1.15 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on June 25, 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 under taken 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

ACCEPTED

T. A. Greiner  
P. A.  
Date: 8/5/68

RECORDS CENTER  
RECEIVED OCT 2 1968  
TICKLER MADE  
CLASSIFIED

RECORDED RIGHT OF WAY NO. 25314



APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 10<sup>th</sup> day of Sept, 1968, between UNIVERSITY HILLS REALTY COMPANY, a Michigan Corporation 2033 Austin, Troy, 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 Royal Coachman Apartments, on land in the City of Troy, County of Oakland, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

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

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

I DEVELOPER AGREES:

1. To 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. The grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.

3. To place survey stakes indicating property lines and building plot lines before 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.

RECORDED RIGHT OF WAY NO. 25314

Handwritten notes: See 27 (8.05A) (equal each in...), 27, 27, 27, 10