# 26062

LIBER 5451 PAGE 242

PROPOSED FUTURE SUBDIVISION (Not Platted) Project Name:

Hickory Heights North No.2

69

#### EASEMENT GRANT and DECLARATION OF RESTRICTIONS

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

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

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with a letter agreement between the utilities named herein and <u>ROBERTSON JAMIESON CORPORATION</u> \_\_\_\_\_\_, dated <u>November 11, 1969</u>.

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

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

2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision. Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any RECORDED liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes, or other plants of any kind lying outside of said easements and, which, in the sole opinion of RIGI EDISON or BELL, interferes with the facilities therein or is necessary for the installati reinstallation, modification, repair, maintenance or removal of their underground facilities in ay private public utility easement of the proposed subdivision. Q,

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

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

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2-#2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-UCE insulation or with cross-linked polyethylene insulation.

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6. The grade established by the Grantor(s) in accordance with local governmental regulations at the time EDISON and BELL place their underground facilities in the easements shall be considered final or finished grade.

LIBER 545

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

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

8. Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be a part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the use of the public for said easements. The utility use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

9. The foregoing restrictions 1 through 8 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor(s).

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

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

IN WITNESS WHEREOF, the undersigned (has) (have) set (its) (their) hand(s) and seal(s) on this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_\_\_, 19\_\_\_\_\_.

IN THE PRESENCE OF:

ROBERTSON JAMIESON CORPORATION A Michigan Corporation 4330 North Woodward Avenue Royal Oak, Michigan 48072

Paul C. Robertson, President MCORDER BIGHT OF WAY NO BY: Richard K. Jamieson, Secretary robert DETROIT BANK AND TRUST A Michigan Corporation Woodward and Hamilton Birmingham, Michigan 48011 Richard J. Thomas Jr. BY: LLAN, YR. Vice-President Allica BY: TUTCA Howard B. Gurney, Assistant Cashier Nner J.R

STATE OF MICHIGAN ) SS COUNTY OF WAYNE )

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On this <u>28th</u> day of <u>November</u>, 19<u>69</u>, before me, the subscriber, a Notary Public in and for said County, personally appeared <u>R. Q. Duke</u> and <u>H. R. Symes</u>. to me personally known, who being by me duly sworn, did say that they are the <u>Director</u>, <u>Prop. & R/W Dept</u> and <u>the Secretary</u> 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 <u>R. Q. Duke</u> and <u>H. R. Symes</u> acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: June 24, 1972

Notary Public IRENE C. KATA Wayne County, Michigan

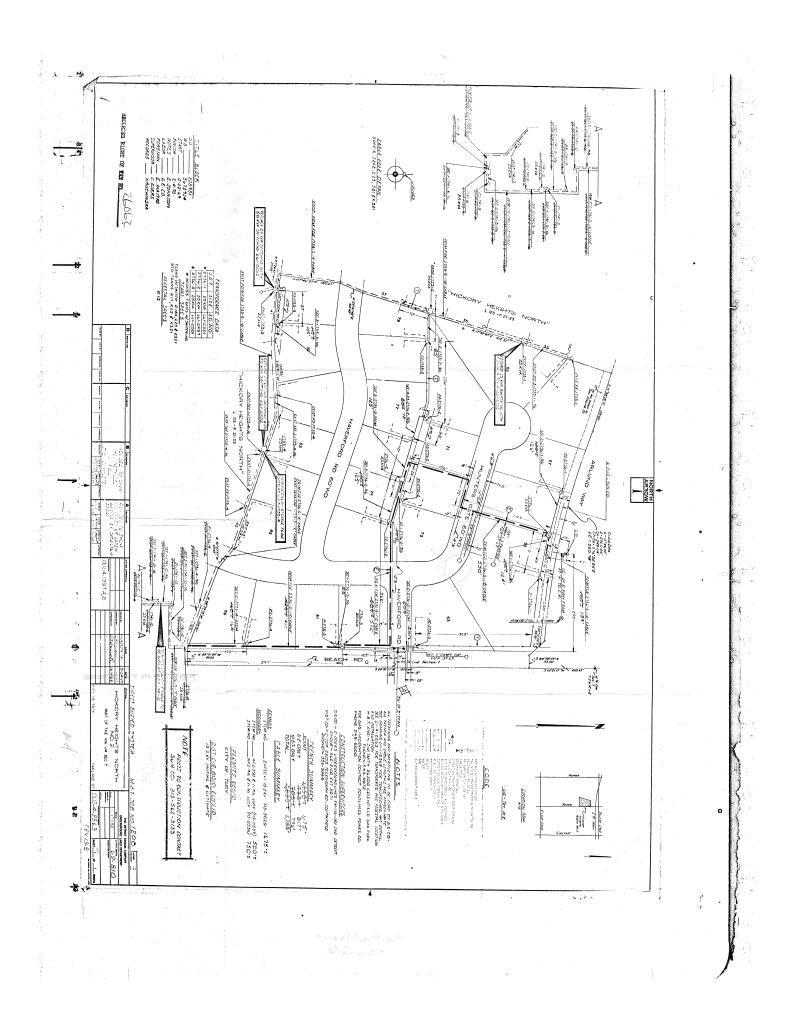
STATE OF MICHIGAN )<sub>SS</sub> COUNTY OF OAKLAND )

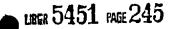
On this <u>21.01</u> day of <u>10000</u>)<u>KC</u>, 19<u>6</u>, before me, the subscriber, a Notary Public in and for said County, appeared <u>CARL T. HALL</u> to me personally known, who being by me duly sworn, did say that he is Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL 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 <u>CARL T. HALL</u> acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires:

Notary Public MELFORD HARTMAN County, Mich.

MELFORD HERTMAN Notary Public, Vicene Opunty, Mich. Acting in Ocklup J. Opunty My Commission Explaies. Oct. 3, 1971

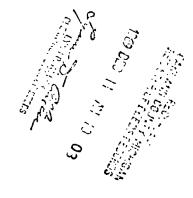




Lichry Heights North

# "APPENDIX A"

The property part of the N. W. 1/4 of Section 7, T2N, R11E, City of Troy, Oakland County, Michigan, more particularly described as follows: beginning at a point of intersection of the South line of Arlund Way and the North and South 1/4 line of said Section 7, said point being S. 00° 21' 17" W., 438.45 ft. from the North 1/4 corner of said Section 7, and located in the apparent centerline of Beach Road; thence continuing S. 00° 21' 17" W., 879.64 ft. along said 1/4 line to the Northeast corner of "Hickory Heights North" subdivision, according to the plat thereof as recorded in Liber 123, Book of Plats, pages 21,22, and 23, Oakland County Records; thence N. 89° 31' 43" W., 43.00 feet; thence N. 68° 33' 15" W., 218.90 ft.; thence N. 50° 07' 57" W., 63.65 ft.; thence N. 71° 10' 54" W., 357.63 ft.; thence S. 86° 51' 11" W., 193.93 ft.; thence N. 85° 13' 53" W. 145.15 ft.; thence N. 82° 26' 42" W., 27.08 ft.; thence N. 07° 46' 37" E., 155.21 ft.; thence N. 23° 40' 48" E., 62.42 ft.; thence N. 17° 52' 43" E., 672.52 ft. to a point on the South Line of Arlund Way; thence S. 71° 58' 22" E., along said South Line, 155.92 ft.; thence 550.78 ft. along the arc of a non-tangential curve to the left whose central angle equals 15° 46' 43", radius equals 2000.00 ft.; chord bearing is S. 76° 52' 56" E., and chord length is 549.04 ft., said curve is the South Line of Arlund Way; thence continuing on said South Line, S. 42° 15' 03" E., 53.81 ft.; thence S. 89° 38' 43" E., 33.00 ft. to the Point of beginning.



RECORDED RIGHT OF WAY NO. Steles

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STATE OF MICH	IGAN			\$ <b>*</b>	• .
COUNTY OF	mar. n _ 1				
On	this _//	day of	: marten	, 19 <u>65</u> , i	efore me appeared
	PAUL C. ROBERTS	SON	and	RICHARD K. JA	MIESON
o me persona	lly known, who	being by me ser	verally duly	sworn, did say th	hat they are
espectively	PRESI	)ENT	and	SECRETARY	of
ROBERTS	N JAMIESON CORE	ORATION	, а с	proration created	and existing
nder the law	s of the State	of Michigan and	l that the sa	id instrument was	s signed and
ealed in beh	alf of said cor	poration by aut	hority of it	ts Board of Direct	tors and the
aid	PAUL C. ROBERTS	30N	and	RICHARD K. JAMIES	ON
cknowledged	the said instru	ment to be the	free act and	deed of the said	l
<u></u>	CORPORATION	<del>~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~</del>	•		

My commission expires 1971 A. P. Mile Mich Realfeld Notary Public Fren Michael Bryphics Achlin L\_ County, Michigan.

STATE OF MICHIGAN

COUNTY OF \_\_\_\_\_\_

On this <u>14</u> day of <u>1967</u>, 1967, before me appeared RICHARD J. THOMAS JR. and HOWARD B. GURNEY to me personally known, who being by me severally duly sworn, did say that they are respectively VICE-PRESIDENT AND ASSISTANT CASHIER of DETROIT BANK AND TRUST, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said RICHARD J. THOMAS JR. and HOWARD B. GURNEY acknowledged the said instrument to be the free act and deed of the said CORPORATION.

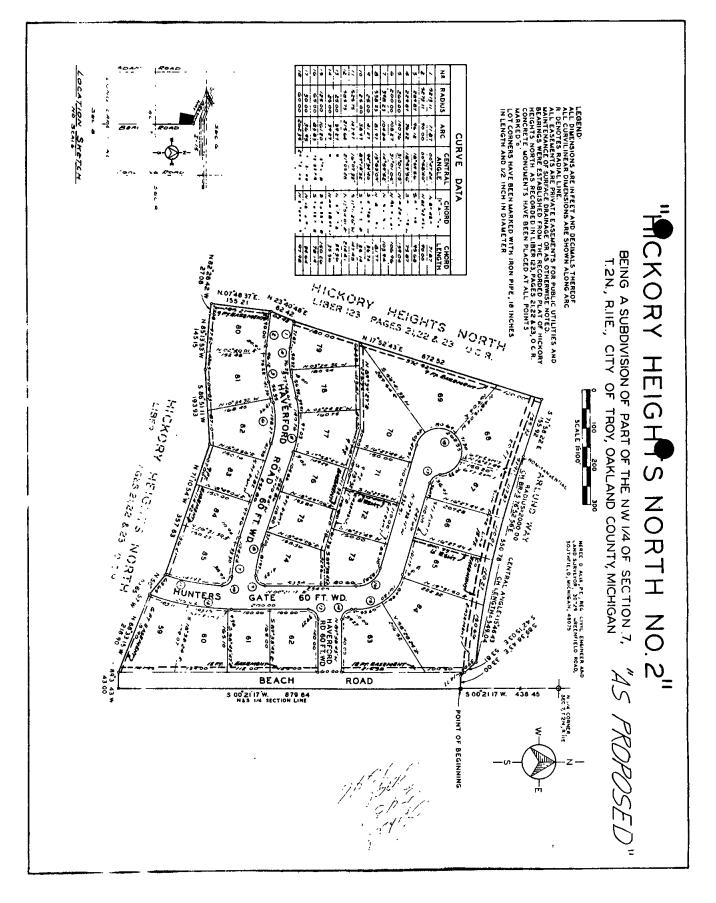
Notary Public

R. E. SAYLOR

WAY

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My commission expires:



Sec. . .

	1901 : ond • Room 186 Re: Underground Service •	Hickory Heigh City of Troy	ats North Subdivision , Oskland County
	Agreements and Easements of	stained by M.I	B. <b>T</b> .
	OK to proceed with construe	tion.	2
COPIES TO: V.J. Andre	<del>s - 724 G.O</del> .		Stephe Con Vance
	- Pontiac Service Center	55	aff Actorney
			w Department

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PROPOSED FUTURE SUBDIVISION (Not Platted)

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### AGREEMENT

11th November day of THIS AGREEMENT, made this between Robertson Jamieson Corporation, 1330 North Woodward Avenue, Royal Michigan, 18072, a Michigan Corporation

hereinafter referred to as "DEVELOPER", and 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, 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

## WITNESSETH:

WHEREAS, DEVELOPER is developing land in the <u>City</u> of rov . County of <u>Oakland</u>, Michigan, as described in Troy , County of Oakland , Michigan, as Appendix "A", which is attached hereto, and made a part hereof; and Troy

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

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 provide by separate instrument, prior to utility installations, a grant of private easements for public utilities and Declaration of Restrictions acceptable to EDISON and BELL for their underground service.

2. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without undermining electrical system or communication lines. Underground sewer lines may cross but may not be installed parallel with electric lines within the six (6') foot easements used for electric and communication utilities.

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

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

RECORDED RIGHT OF 5. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, it is necessary to repair, move, modify, re-arrange 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 therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric ' WAY service conductors owned and installed by DEVELOPER or subsequent owners, and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, OH or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER, or subsequent owners and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners, upon receiving a statement therefor. Subsequent owners are defined as those owning the land at the time utility facilities are damaged. are germon as and Share and Share and Share Share a Share a share a share a

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6. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements, and to provide for trenches in accordance with a separate letter agreement between EDISON and DEVELOPER. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with regulations of public authorities having future jurisdiction over roads.

7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the residences, DEVELOPER shall install, at his expense, at least 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed at least twentyfour (2h") inches below finished grade.

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#### UTILITIES AGREE:

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

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

IN WITNESS WHEREOF, the undersigned (has) (have) set (its) (their) hand(s) and seal(s) the day and year first above written.

IN THE PRESENCE OF:

20bertson Jr.

(Please type or print names under signature)

ROBERTSON JAMIESON CORPORATION

e C HT t

Robertson, President

Richard K. Jamieson,

THE DETROIT EDISON COMPANY BY:

R. Q. DUKE, DIBECTOR Properties and Rights of Way Dept.

BY:

SECRET. H. R. SYMES

RECORDED RIGHT OF WAY NO. KeCce MICHIGAN BELL TELEPHONE COMPANY

BY: Staff Supervisor, Right of Way (Authorized signature)

STATE OF MICHIGAN

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COUNTY OF callend

On this day of	Evenle	, 1967, waters as appeared		
PAUL C. ROBERTSON	and	RICHARD K. JAMIESON		
to me personally known, who being by me	severally dul	y sworn, did say that they are		
respectively PRESIDENT	and	SECRETARY of		
ROBERTSON JAMIESON CORPORATION, a corporation created and existing				
under the laws of the State of Michigan and that the said instrument was signed and				
sealed in behalf of said corporation by authority of its Board of Directors and the				
said PAUL C. ROBERTSON	and	RICHARD K. JAMIESON		
acknowledged the said instrument to be the free act and deed of the said				
CORPORATION	•			

My commission expires May 23, 1972 Notary Public Helen MESOMB/ Bradford

arkland County, Michigan.

Lekory Heights North Subdivision

### "APPENDIX A"

The yangement part of the N. W. 1/4 of Section 7, T2N, R11E, City of Troy, Cakland County, Michigan, more particularly described as follows; beginning at a point of intersection of the South line of Arlund Way and the North and South 1/4 line of said Section 7, said point being S. 00° 21' 17" W., 438.45 ft. from the North 1/4 corner of said section 7, and located in the apparent centerline of Beach Road; thence continuing S. 00° 21' 17" W., 879.64 ft. along said 1/4 line to the Northeast corner of "Hickory Heights Worth" subdivision, according to the plat thereof as recorded in Liber 123, Book of Plats, pages 21, 22 and 23, Oakland County Records; thence N. 89° 31' 43" W., 43.00 feet; thence N. 68° 33' 15" W., 218.90 ft.; thence N. 50° 07' 57" W., 63.65 ft; thence N. 71° 10' 54" W., 357.63 ft.; thence S. 86° 51' 11" W., 193.93 ft.; thence N. 85° 13' 53" W., 145.15 ft.; thence N. 82° 26' 42" W., 27.08 ft.; thence N. 07° 46' 37" E., 155.21 ft.; thence N. 23° 40' 48" E., 62.42 ft.; thence N. 17° 52' 43" E., 672.52 ft. to a point on the South Line of Arlund Way; thence S. 71° 58' 22" E., along said South Line, 155.92 ft.; thence 550.78 ft. along the arc of a non-tangential curve to the left whose central angle equals 15° 16' 13", radius equals 2000.00 ft.; chord bearing is S. 76° 52' 56" E., and chord length is 549.04 ft., said curve is the South Line of Arlund Way; thence continuing on said South Line, S. 42° 15' 03" E., 53.81 ft.; thence S. 89° 38' 43" E., 33.00 ft. to the Point of beginning.

DOCUMENT EP DATE 2 BY: MELFORD HANTMAN 2950 SOUTHFIEL ROAD SOUTHFIELD, MICHIGAN 48075