

APARTMENTS

71 94830

AGREEMENT - EASEMENT - RESTRICTIONS

2-1
2-3

This instrument made this 12th day of November, 19 71, 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 referred to as "EDISON", and General Telephone Company, a Michigan corporation of 455 E. Ellis Road, P.O. Box 149, Muskegon, Michigan 48443, hereinafter referred to as GENERAL.

W I T N E S S E T H:

WHEREAS, Owners are erecting apartments known as RON MAR APARTMENTS, on land in the City of Milford, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and GENERAL 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 GENERAL 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 GENERAL, 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 GENERAL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and GENERAL 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 reimbursement shall be paid to EDISON or GENERAL 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 GENERAL 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.

(5) Easements herein granted are subject to the following restrictions:

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

DE FORM LE 24 1-71 CB

W. J. ...
Dec 2 ...
...
(John ...)
formerly Miller St. 7400

1
OAKLAND COUNTY REC
REGISTER OF DEEDS RE
RECORDED
500

RECORDED RIGHT OF WAY NO. 28647

- 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.
- g. EDISON and GENERAL 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 GENERAL 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

Hazel L. Brandau
Hazel L. Brandau

Irene C. Kata
IRENE C. KATA

R. J. Perry
R. J. Perry

R. J. Wilson
R. J. Wilson

DE FORM LE 24 1-71 CS

David J. Wood
David J. Wood

Lorraine C. Trombley
Lorraine C. Trombley

THE DETROIT EDISON COMPANY

BY: W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.

BY: Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASSE. SECRETARY
GENERAL TELEPHONE COMPANY OF MICHIGAN

BY: C. E. Sandford
C. E. Sandford, Secretary and Treasurer

BY: _____

RON MAR DEVELOPMENT CO.
24207 Tamarack Circle
Southfield, Michigan 48075

BY: Guido Martinuzzi
Guido Martinuzzi, Vice President

BY: Ronald Martinuzzi
Ronald Martinuzzi

RECORDED RIGHT OF WAY NO. 28647

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

On this 12th day of November, 1971, before me the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll, to me known, who being by me duly sworn did say they are the Dir., RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states 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 W. C. Arnold and Lillian J..H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires June 24, 1972

STATE OF MICHIGAN)
COUNTY OF MUSKEGON) SS.

On this 12th day of November, 1971, before me the subscriber, a Notary Public in and for said County, personally appeared C. E. Sandford ~~and~~ ~~XXXXXXXXXXXXXXXXXXXX~~, to me known, and who being by me duly sworn did say ~~they are the~~ ~~Secretary~~ ~~and~~ ~~Treasurer~~ of GENERAL TELEPHONE COMPANY, a Michigan 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 C. E. Sandford ~~XXXXXXXXXXXXXXXXXXXX~~ acknowledged said instrument to be the free act and deed of said corporation.

Richard J. Perry
Richard J. Perry
Notary Public, Muskegon County, Michigan
My Commission Expires March 4, 1974

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS.

On this 13th day of November, 1971, before me the subscriber, a Notary Public in and for said County, personally appeared GUIDO MARTINUZZI and RONALD MARTINUZZI, to me known, and being by me duly sworn did say they are the Vice President and President of RON MAR DEVELOPMENT COMPANY, a Michigan 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 GUIDO MARTINUZZI and RONALD MARTINUZZI acknowledged said instrument to be the free act and deed of said corporation.

Lorraine C. Trombley
Lorraine C. Trombley
Notary Public, Wayne County, Michigan

My Commission Expires 11/4/74

RECORDED HIGHWAY OF WAY NO. 28647

APPENDIX "A"

Part of the Southeast quarter of Section 3, and part of the southwest quarter of Section 2, town 2 north, range 7 east, Village of Milford, Oakland County, Michigan, described as: Beginning at intersection of the South line of Liddell Drive, 50 feet wide with the East line of Section 3; thence South 89°13'50" West 30 feet; thence South 16°39'46" East 454.88 feet; thence North 51°38'40" East 80.94 feet; thence North 45°04'50" East 56.94 feet; thence North 85°37'50" East 221.53 feet to the Westerly line of Union Street, 66 feet wide; thence Northerly along extended Westerly line of Union Street, North 2°55'10" West 353.06 feet to the Southerly line of Liddell Drive, 50 feet wide; thence South 86°39'50" West along the Southerly line of Liddell Drive, 407.82 feet to the point of beginning.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used, or deeded for street, road, or highway purposes. Subject to an easement in common with others over and across the westerly 25 ft. of the southerly 60 ft. of subject property. Liber 5492 Pg. Together with an easement for purposes of installing and maintaining a sewer on the easterly ten feet of the following described parcel:

Part of the southeast quarter of Section 3 and part of the southwest quarter of Section 2, town 2 north, range 7 east, Village of Milford, Oakland County, Michigan, described as commencing at the intersection of the south line of Liddell Drive of 50 foot width with the east line of Section 3; thence South 89°13'50" West 30.00 feet to the point of beginning; thence South 89°13'50" West 349.67 feet to the easterly line of Pere Marquette Railroad right of way of 100 foot width; thence Southerly along the easterly railroad right of way, South 5°01'10" East 717.79 feet; thence North 89°39'50" East 210.00 feet; thence South 5°01'10" East, 307.00 feet; thence South 89°39'50" West 33.00 feet; thence South 5°01'10" East 259.89 feet to the Northerly line of Summit Street of 66 feet width; thence North 89°39'52" East along the northerly line of Summit Street, 39.85 feet; thence North 7°00'10" West 58.16 feet; thence North 6°48'40" East 67.22 feet; thence North 0°02'20" East 66.08 feet; thence North 9°18'40" East 67.97 feet; thence North 11°36'50" East 68.53 feet; thence North 26°51'15" East 77.11 feet; thence North 24°23'00" East 75.19 feet; thence North 14°23'30" West 66.96 feet; thence North 24°16'20" West 70.16 feet; thence North 22°26'10" West 69.39 feet; thence North 3°16'20" East 65.54 feet; thence North 28°20'30" East, 57.98 feet; thence North 53°13'00" East 125.11 feet; thence North 16°39'46" West 454.88 feet to the point of beginning.

PREPARED BY: Robert W. Boelio
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

RECORDED
RIGHT OF WAY NO.

28647

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

TO Paul Cortes

DATE 8/14/72 TIME

Re: Ron Mar Apts formerly Villa Due Lago

YK to proceed issued on 11-18-71

Has this job been completed? STEP I COMPLETED

COPIES TO

SIGNED

AM Namee
22690

REPORT

DATE RETURNED

TIME

SIGNED

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

TO Paul Cortes

DATE 8/14/72 TIME

Re: Ron Mar Apts formerly Villa Due Lago

YK to proceed issued on 11-18-71

Has this job been completed?

COPIES TO

SIGNED

AM Namee
22690

REPORT

DATE RETURNED

TIME

SIGNED

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

TO Engineering Coordinator Superintendents

DATE 11-18-71 TIME

Bldg. 4 - 250 Warren Service Center

RE: Underground Service - Ron Mar Apartments, Milford, Oakland

Agreements and Documents obtained - OK to proceed with construction.

COPIES TO

P. Cortes - Pontiac Service Center

SIGNED

RWB
Robert W. Boothe
Staff Attorney:jpm

REPORT

File

DATE RETURNED

TIME

SIGNED

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 28, 1971

Rou Har Development Company
24207 Tamarack Circle
Southfield, Michigan 48075

Attention: Mr. Guido Martinuzzi

Re: Rou Har Apartments

Gentlemen:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth 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:

Robert W. Boelio, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2135).

Very truly yours,

Robert W. Boelio
Staff Attorney

lhd
Enclosures

RECORDS CENTER	
RECEIVED	MAY 31 '73
TOPIC TO BE CLASSIFIED	

RECORDED RIGHT OF WAY NO. 28647

WOOD, WOOD & PFISTER

ATTORNEYS AND COUNSELORS
PROFESSIONAL CORPORATION

20926 SCHOOLCRAFT

DETROIT, MICHIGAN 48223

WILLIAM A WOOD JR
DAVID J WOOD
JOSEPH B PFISTER

AREA CODE 313
TELEPHONE 255-4312

October 21, 1971

226 General Offices
Detroit Edison Company
2000 Second Avenue
Detroit, Michigan

Attention: Mr. Bouelio

Dear Mr. Bouelio,

At the request of Mr. Guido Martinuzzi of Ron-Mar Development, Inc. we are enclosing herewith photostatic copy of Warranty Deed, wherein Duane W. Hyatt, Shirley J. Hyatt, Forrest S. Hubbel, Marie D. Hubbel, Lewis S. Adkins and Margaret L. Adkins conveyed their property located in the City of Milford, Oakland County, Michigan to Ron Mar Development Company.

Sincerely yours,

David J. Wood

It

Enclosure

RECORDED NIGHT OF MAY NO.

28647

Edman only

*Ronald
son*

Send to: Stephen A. McNamee
226 G. O.

*Guido
Martinez
U.P. ~~12/240~~*

APARTMENT PROJECTS - UNDERGROUND SERVICE

- Name of Project RON MAR APARTMENTS - VILLAGE OF MILFORD
- 2. Name of Developer RON MAR DEVELOPMENT CO
- Address 24207 TAMARACK CIRCLE SOUTHFIELD 48075
- Phone 356-2913
- 3. Description of Property (please attach description) ATTACHED
- 4. Primary or individual metering?
- 5. When is service wanted? 12-1-71
- 6. Will entire project be developed at one time? NO - 2 PHASES
- 7. Single Phase 120/240 5Ø ? Three Phase _____
- 8. Cable poles on property 2 ?
- 9. Customer service cable _____ ?
- 10. Do we furnish trenching? YES
- 11. Are easements all joint with ~~Bell~~ GENERAL TEL YES
- 12. Do we need additional easement drawings from ~~Bell~~ GT ? NO
- 13. ~~Bell~~ GT Engineer H. BARNES-ADRIAN Phone 1-265-8101
- 14. Sales Representative P. CORTES Phone X.75236

RECORDED FILED OF MAY NO. 28647

LOCAL DESCRIPTIONS

PARCEL "A"

Part of the S. E. 1/4 of Section 3 and part of the S. W. 1/4 of Section 2, T. 2N., R. 7E., Village of Milford, Oakland County, Michigan, described as beginning at the intersection of the South line of Liddell Drive of 50 foot width with the East line of Section 3; thence S 89°13'50" W 30.00 ft.; thence S 16°39'46" E 154.88 ft.; thence N 51°38'40" E 80.94 ft.; thence N 45°04'50" E 56.94 ft.; thence N 85°37'50" E 221.53 ft. to the westerly line of Union Street of 66 foot width; thence Northwesterly along the westerly line of Union Street, 117°55'10" W 154.06 ft. to the Southerly line of Liddell Drive of 50 foot width; thence S 86°39'50" along the Southerly line of Liddell Drive, 407.82 ft. to the point of beginning, containing 3.53 acres, subject to any easements of record.

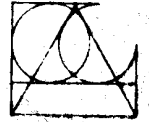
PARCEL "B"

Part of the S. E. 1/4 of Section 3 and part of the S. W. 1/4 of Section 2, T. 2N., R. 7E., Village of Milford, Oakland County, Michigan, described as commencing at the intersection of the South line of Liddell Drive of 50 foot width with the East line of Section 3; thence S 89°13'50" W 30.00 ft. to the point of beginning; thence S 89°13'50" W 349.67 ft. to the Easterly line of the Pere Marquette Railroad Right of Way of 100 foot width; thence Southerly along the Easterly Railroad Right of Way, S 5°01'10" E 717.79 ft.; thence N 89°39'50" E 210.00 ft.; thence S 5°01'10" E 307.00 ft.; thence S 89°39'50" W 33.00 ft.; thence S 5°01'10" E 259.89 ft. to the Northerly line of Summit Street of 66 foot width; thence N 89°39'52" E along the Northerly line of Summit Street, 39.85 ft.; thence N 7°00'10" W 58.16 ft.; thence N 6°48'40" E 67.22 ft.; thence N 0°02'20" E 66.08 ft.; thence N 9°18'40" E 67.97 ft.; thence N 11°36'50" E 68.53 ft.; thence N 26°51'15" E 77.11 ft.; thence N 24°33'00" E 75.19 ft.; thence N 14°23'30" W 66.96 ft.; thence N 24°16'20" W 70.16 ft.; thence N 22°26'30" W 69.39 ft.; thence N 3°16'20" E 66.54 ft.; thence N 28°20'30" E 57.98 ft.; thence N 53°13'00" E 125.11 ft.; thence N 16°39'46" W 459.88 ft. to the point of beginning, containing 7.09 acres, subject to any easements of record.



17.79'

E A O'CONNOR ASSOCIATES



ARCHITECTS & PLANNERS

106 SOUTH WOODWARD BIRMINGHAM MICH 48011

313/647-1188

TONY G. O'CONNOR
 197
 SURV 1980
 07-36