

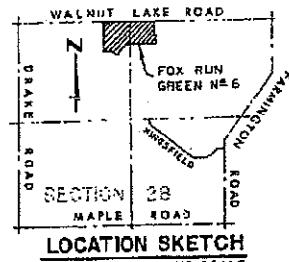
FOX RUN GREEN № 6

A PART OF THE NORTH 1/2 OF
SECTION 28, T. 2 NORTH, R. 9 EAST
WEST BLOOMFIELD TOWNSHIP
OAKLAND COUNTY, MICHIGAN

NORTH

SCALE: 1 INCH = 100 FT.

SHEET 1 OF 2 SHEETS



LOCATION SKETCH

NO SCALE

PLAT LEGEND

All side lines of lots fronting on curvilinear street lines
are radial therefrom unless otherwise noted as (N.R.)
All dimensions are shown in feet
All curvilinear dimensions are shown along the arc
All bearings are in relation to the west line of
"POTOMAC VILLAGE NO. 1" Liber 151, Pages 18, 19 & 20,
and the north line of "POTOMAC VILLAGE NO. 3"
Liber 142, Pages 16, 17, 18 & 19
The symbol "*" indicates a concrete monument
All lot markers are 1/2" iron bars and are 18" long



WALNUT LAKE RD. 120' WD.

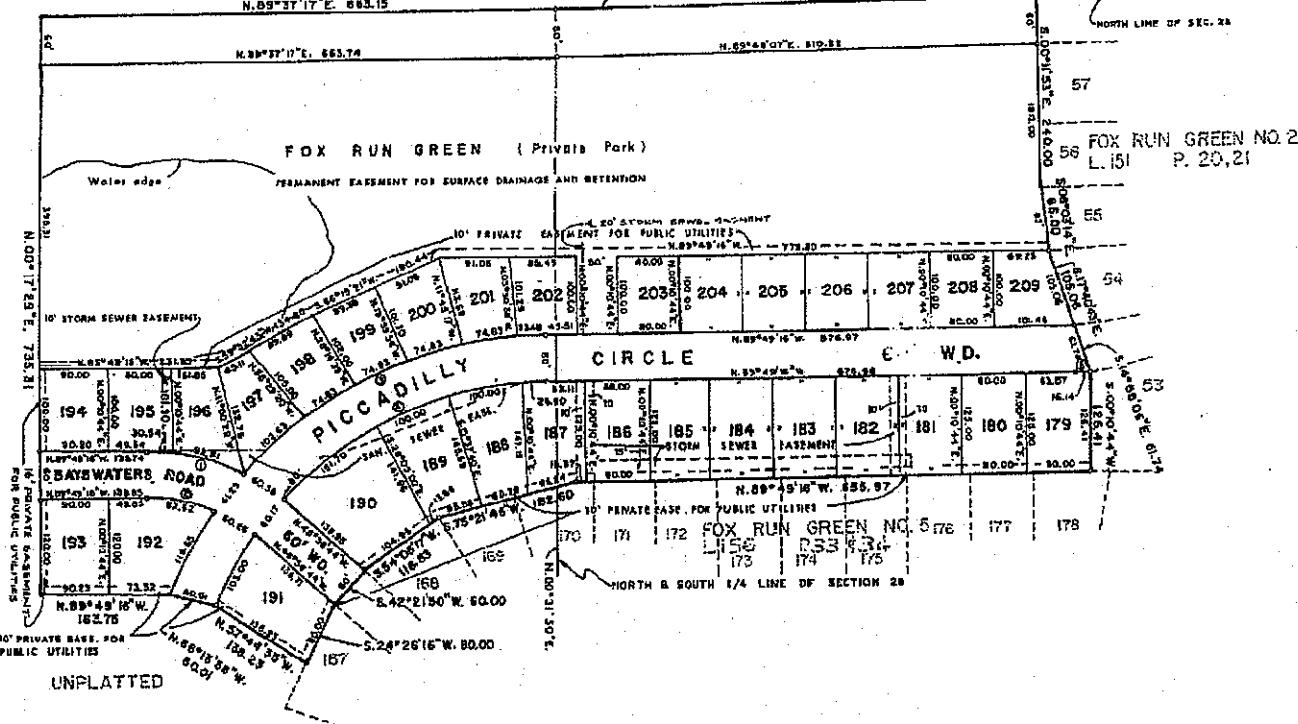
NORTH LINE OF SEC. 28

N.89°48'07"E. 610.80

NORTHEAST CORNER
OF SECTION 28,
T.2N., R.9E.

5.89°48'07"W. ZD48.76

POINT OF BEGINNING



LIBER

PAGE

SH 111
BASNEY B. SMITH INC.
CIVIL ENGINEERS &
LAND SURVEYORS
DETROIT, MICHIGAN



For Run Green A.L. 6 us#7014 rev 22
 PREPARED SUBDIVISIONS
 (Not Platted)

77 31445

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 8th day of August 1972,
 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, at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to
 as "EDISON", and MICHIGAN HILL TELEPHONE COMPANY, a Michigan corporation of
 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "HILL".

MISCELLANEOUS

WHEREAS, Owners are developing land for subdivision purposes in the
Township of West Bloomfield, Oakland County Michigan as
 described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later
 date and Owners desire EDISON and HILL to install their underground lines and
 facilities prior to said recording.

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) Easements for installation of electric and communication services are
 hereby granted by the Owners to EDISON and HILL as set forth in the attached copy of
 proposed plat. Any additional easements needed by EDISON and HILL shall be granted
 by Owners in a separate instrument.

(3) Owners will place survey stakes indicating property lot lines before
 trenching.

(4) Where sewer lines will parallel electric and communication lines, sewer
 taps must be extended into each lot for a distance of one (1') foot beyond the
 sewer limits. Underground sewer and water lines may cross but shall not be
 installed parallel within the six (6') foot easements used by EDISON and HILL.

(5) Owners must certify to EDISON and HILL that the easements are graded
 to within four (4') inches of final grade before the underground facilities are
 installed.

(Subdivision Not Platted
Page 2)

1517014 pg 23

(5) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except lime fences and driveways) shall be allowed within the public utility easements used by EDISON and DELL. EDISON and DELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and DELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and DELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plat 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 and/or DELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and DELL 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 and/or DELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(10) Owners hereby grant EDISON and DELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accommodate piping or similar site conditions.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. When special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission.

(12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(13) EDISON and DELL will own and maintain the secondary services and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (5) above shall be borne by Owners.

(Subdivisions Not Platted
Page 3)

USL7014 pg 24

(14) Upon the further 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 part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and 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 undersigned have set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

Mary Ann Kline
MARY ANN KLINE

Katherine Hayes
KATHERINE HAYES

Charles V. Claffey
CHARLES V. CLAFFEY

J. Douglas Roy
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY

By Robert A. Townsend, DIRECTOR
Right of Way Dept.
and Land and Water of Way Dept.

By Frank M. Johnson, SECRETARY
MICHIGAN Bell TELEPHONE COMPANY

By Robert H. Crammer,
Staff Supervisor, Right of Way
(Authorized Signature)

OPTIONAL FORM NO. 10
GSA GEN. REG. NO. 27
MAY 1962 EDITION
GSA GEN. REG. NO. 27
MAY 1962 EDITION
GSA GEN. REG. NO. 27
MAY 1962 EDITION

STATE OF MICHIGAN)
COUNTY OF WAYNE)
28

MICH 7014 REC 25

On this 24th day of August, 1977, before me, the subscriber, a Notary Public in and for said County, personally appeared Robert R. Tewksbury and Frank M. Kehoe to me personally known, who being by me duly sworn, did say that they are the Director, R/E & R/W Dept. and 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 the 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 Frank M. Kehoe acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

Katherine Hayes
T. KATHERINE HAYES Notary Public
Notary Public, Oakland County, Mich.
Acting 15% of
My Comm. Exp. on February 10, 1980 County, Michigan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
28

On this 19th day of AUGUST, 1977, before me, the subscriber, a Notary Public in and for said County, appeared Roger H. Clapham to me personally known, who being by me duly sworn, did say that he is Supervisor R/W 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 Roger H. Clapham acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

Charles W. Clapham
Notary Public CHARLES W. CLAPHAM

LIVINERSON County, Michigan

*"PROPOSED"*APPENDIX "A"

LNU7014 rev 26

FOX RUN GREEN NO. 6 A part of the North $\frac{1}{4}$ of Section 28, T. 3 North, R. 9 East, West Bloomfield Township, Oakland County, Michigan, comprising Lots 179 thru 209, both inclusive, and Private Park, described as beginning at a point on the North line of Section 28, said point being S. 29 degrees 46 minutes 07 seconds W., 2046.70 feet along said N. line of Sec. 28, from the Northeast corner of Sec. 28, T. 3 N., R. 9 E., and proceeding thence S. 00 degrees 11 minutes 53" seconds E., 240.00 feet; thence S. 08 degrees 03 minutes 14 seconds E., 85.00 feet; thence S. 17 degrees 40 minutes 43 seconds E., 103.66 feet; thence S. 16 degrees 58 minutes 06 seconds E., 61.78 feet; thence S. 00 degrees 10 minutes 44 seconds W., 125.61 feet; (the last 4 courses being along the W. line of Fox Run Green No. 2, Liber 151, Pages 20,21); thence N. 89 degrees 49 minutes 16 seconds W., 655.47 feet; thence S. 75 degrees 21 minutes 46 seconds W., 182.60 feet; thence S. 54 degrees 05 minutes 17 seconds W., 138.83 feet; thence S. 42 degrees 21 minutes 50 seconds W., 60.00 feet; thence E. 24 degrees 26 minutes 16 seconds U., 80.00 feet (the last 5 courses being along the N.W. line of Fox Run Green No. 5, Liber , Pages ,); thence N. 57 degrees 44 minutes 35 seconds W., 138.23 feet; thence N. 66 degrees 13 minutes 38 seconds W., 60.81 feet; thence N. 89 degrees 49 minutes 16 seconds W., 163.75 feet; thence N. 00 degrees 17 minutes 29 seconds E., 735.31 feet to a point on the N. line of Sec. 28; thence along said line N. 89 degrees 37 minutes 17 seconds E., 663.15 feet; thence continuing along said N. line of Sec. 28, N. 89 degrees 46 minutes 07 seconds E., \$10.90 feet to the point of beginning.
Containing 19.80916 acres.

PROPRIETOR'S CERTIFICATE

Pulte Homes of Michigan Corporation, a corporation duly organized and existing under the laws of the State of Michigan by Curtis A. Kline, Vice President and Ronald G. Smith President, as proprietor, has caused the land to be surveyed, divided, mapped and dedicated as represented on this plat and that the streets are for the use of the public and that Cromwell Park is a private park dedicated to the use of the lot owners of this plat and any future contiguous plots where title is traceable to the proprietors of this plat; that the public utility assessments are private assessments and that all other assessments are for the uses shown on the plat.

WITNESSES:

Lew A. Balliet
Lew A. Balliet
Connie O'Farrell
Connie O'Farrell

PULTE HOMES OF MICHIGAN CORPORATION,
A Michigan Corporation
6400 Farmington, 3464
West Bloomfield, Michigan 48033
Curtis A. Kline
Curtis A. Kline, Vice President
Ronald G. Smith
Ronald G. Smith, President

STATEMENT

State of Michigan
County of Oakland

1977, Curtis A. Kline, Vice