

APARTMENTS

Name of Project:

Westland Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR", 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 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", 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 pole(s), and other utility facilities, in, under, over, upon and across an area 6 feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. WU2-3-1885, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the City of Westland, County of Wayne, 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 restriction.

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 employes, 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 (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

RECORDED RIGHT OF WAY NO. 24911

the Grantors shall have the right to make any other use of the land subject to such 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

18th day of May, 1967.

DOCUMENT PREPARED BY:
DONALD J. PASTA
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

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

TO **Engineering Coordinator Supervisor**
1901 Six 1 Room 186

DATE **3-22-67** TIME _____

Re: Underground Service - Montford Apts., City of Montreal, Wayne County

Agreements - comments obtained by M. S. T.

OK to proceed with construction.

COPIES TO **S. M. Sloan - 1901 Second Room 184**
M. W. Frisbe - 728 G. C.
REPORT **C. Hayes - 2802, W. S. C.**
file

SIGNED

Stephen A. McManis
Stephen A. McManis
Staff Attorney, Law Dept.

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED NIGHT OF MAY NO. 25/111

WESTLAND APTS.

APPENDIX "A"

Commencing at the West $\frac{1}{4}$ corner of Section 4, T2S, R9E, Nankin Twp., Wayne County, Michigan, thence S. $88^{\circ}25'45''$ E. 667.69 ft. along the East and West $\frac{1}{4}$ line of said Section 4 for a place of beginning; thence N. $2^{\circ}56'16''$ E. 594.8 ft.; thence S. $88^{\circ}54'00''$ E. 291.35 ft.; thence S. $0^{\circ}7'38''$ W. 99.21 ft.; thence S. $88^{\circ}59'52''$ E. 84.98 ft.; thence S. $0^{\circ}7'38''$ W. 125.00 ft.; thence S. $88^{\circ}59'52''$ E. 265.01 ft.; thence S. $0^{\circ}7'38''$ W. 211.49 ft. along the center line of Wayne Road; thence N. $88^{\circ}26'59''$ W. 300.22 ft.; thence S. $0^{\circ}9'2''$ W. 164.89 ft.; thence N. $88^{\circ}25'45''$ W. 370.35 ft. to the place of beginning, being a part of the Northwest $\frac{1}{4}$ of Section 4, T2S, R9E, Nankin Twp., Wayne County, Michigan and containing 6.30 acres of land more or less subject to the rights of the public over the Easterly 60 ft. thereof as occupied by Wayne Road.

RECORDED RIGHT OF WAY NO. 24411

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 or 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

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:

Fred G. Wilkinson
Fred G. Wilkinson

Pamela Callam
Pamela Callam

Paul H. Johnson
Paul H. Johnson

Marilyn B. Johnson
Marilyn Johnson, his wife,
19600 W. McNichols, Detroit

Stephen A. McNamee
Stephen A. McNamee

Irene C. KMA
IRENE C. KMA

THE DETROIT EDISON COMPANY

By: M. Pease
M. PEASE
VICE PRESIDENT

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

MICHIGAN BELL TELEPHONE COMPANY

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

Barbara D'Agostino
BARBARA D'AGOSTINO

Dorianne Weiler
DORIANNE WEILER

APPENDIX "A"

Commencing at the W. 1/4 corner of Section 4, T2S, R9E, Nankin Township, Wayne County, Michigan, thence S. 88°25'45" E. 667.69 ft. along the East and West 1/2 line of said Section for a place of beginning; thence N. 2°56'16" E. 594.8 ft.; thence S. 88°54'00" E. 291.35 ft.; thence S. 0°7'38" W. 99.21 ft.; thence S. 88°59'52" E. 84.98 ft.; thence S. 0°7'38" W. 125.00 ft.; thence S. 88°59'52" E. 265.01 ft.; thence S. 0°7'38" W. 211.49 ft. along the centerline of Wayne Road; thence N. 88°26'59" W. 300.22 ft.; thence S. 0°9'2" W. 164.89 ft.; thence N. 88°25'45" W. 370.35 ft. to the place of beginning, being a part of the Northwest 1/4 of Section 4, T2S, R9E, Nankin Township, Wayne County, Michigan and containing 6.30 acres of land more or less, subject to the rights of the public over the Easterly 60 ft. thereof as occupied by Wayne Road.

DOCUMENT PREPARED BY:
DONALD J. MASTA
23500 NORTHWESTERN BLVD.
SOUTHFIELD, MICH.

RECORDED RIGHT OF WAY NO. 244111

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 23rd day of May, 1967, before me the subscriber,
a Notary Public in and for said County, appeared M. Pease
and Lillian J. H. Carroll, to me personally known, who being by me duly
sworn did say they are ~~the~~ a Vice President 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 said corporation, and that said instrument was
signed in behalf of said corporation, by authority of its Board of Directors, and
M. Pease 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. Kata
Notary Public, Wayne County, Mich
IRENE C. KATA

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 19th day of May, 1967, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
and _____, to me personally known, who being by me duly
sworn did say that he is the STAFF SUPERVISOR of 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.

Frances J. Michaels
Notary Public, _____ County, Michigan
Frances J. Michaels, Notary Public
My Commission expires: Oakland County, Michigan
Commission Expires Oct. 17-1969

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

On this 18th day of May, 1967, before me, the subscriber,
a Notary Public in and for said County, personally appeared PAUL H. JOHNSON and MARILYN
JOHNSON, a man and 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: _____

Donald J. Masta
Notary Public
DONALD J. MASTA NOTARY PUBLIC
HULLDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR. 15 1971

RECORDED RIGHT OF WAY NO. 24411

AGREEMENTTHIS AGREEMENT, made this 18th day of May, 1967.between Paul H. Johnson and Marilyn Johnson, a man and wife,19600 W. McNichols, Detroit, 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Westland
Apartments, on land in the City of Westland
County of Wayne, 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 govern-
mental 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.

In the presence of:

Fred G. Wilkinson
Fred G. Wilkinson

Paul H. Johnson
Paul H. Johnson

Pamela Callan
Pamela Callan

Marilyn B. Johnson
Marilyn Johnson, his wife,
19600 W. McNichols, Detroit

STATE OF MICHIGAN)
 SS
COUNTY OF Wayne)

On this 18th day of May, 1967, before me, the subscriber, a Notary Public in and for said County, personally appeared PAUL H. JOHNSON and MARILYN JOHNSON, a man and 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: _____

Donald J. Masta
Notary Public

DONALD J. MASTA, Notary Public,
HILLSDALE COUNTY, MICHIGAN
ACTING IN Wayne COUNTY
MY COMMISSION EXPIRES MAR 13 1971

RECORDED ACCORD TO MAY NO. 100-100000

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 14, 1970


Mr. Mel Hartman
Michigan Bell Telephone Company
29350 Southfield - Suite E
Southfield, Michigan

Dear Mr. Hartman:

Enclosed is Drawing No. WU2-4-2326 which covers Westland Colonial Village on the west and rarely makes reference to the apartments on the east portion which is shown as Step 1. The portion in between does not appear to have an agreement or easement as I explained to you over the phone today.

I am assigning a new job called "Westland Apartments - Phase 2" and I would appreciate it if you would obtain an easement to cover the missing portion and you will probably need to obtain a description for this. Inasmuch as the lines are already installed, I see no need for a new agreement covering this Phase 2.

Very truly yours,

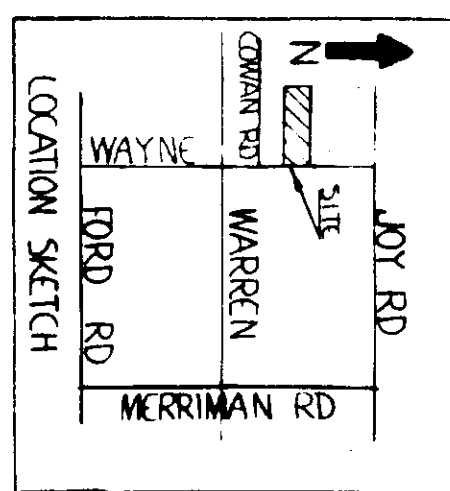
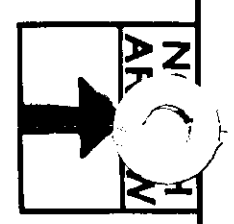
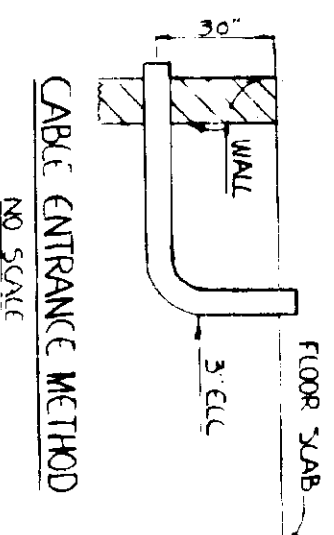
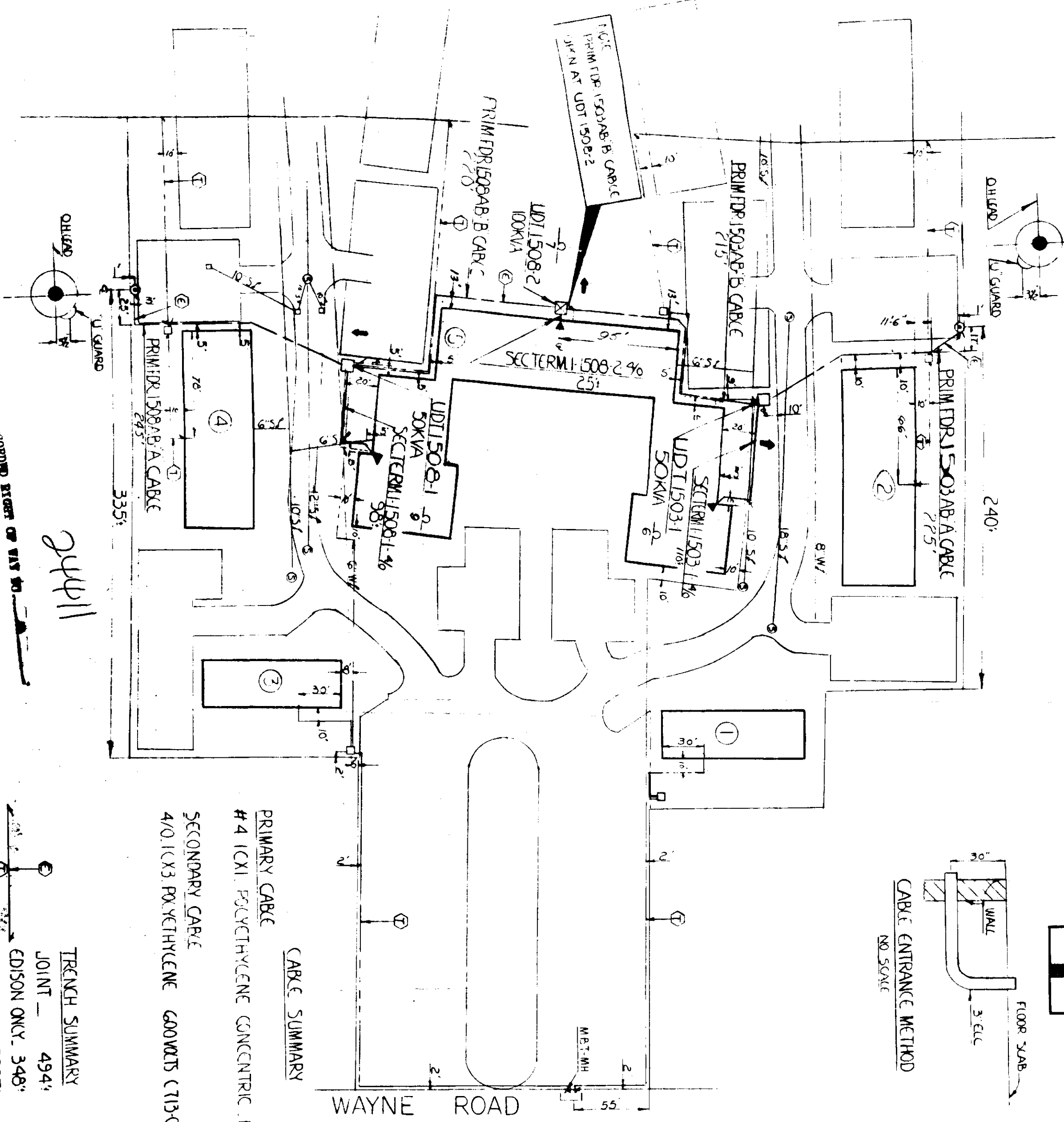

Stephen A. McNamee
Senior Staff Attorney

SAMcN/kw

Enclosure

RECORDED RIGHT OF WAY NO. 11111

CABLE POLE DETAILS
 SPCS. J2C, J6, J7, J44, K321



NOTES
 SEE DRAWING UH-2369 FOR CONSTRUCTION DETAILS OF CONCRETE TRANSFORMER MAT
 ALL TRENCHING AND BACKFILLING BY UTILITIES
 ALL CABLE LENGTHS ARE APPROXIMATE
 DE CO CONSTRUCTION SUPERVISOR: MR BELLETTINI, ROOM 136, 1901 SECOND W022100-EXT 2640
 MBT ENGINEER: MR VILLEROT, 11780 MERRIMAN RD, LIVONIA, PHONE 427-9950
 MBT CONSTRUCTION SUPERVISOR: MR O'CARRY, 11780 MERRIMAN RD, LIVONIA, PHONE 422-9925

CABLE SUMMARY
 PRIMARY CABLE
 #4 ICXL POLYETHYLENE CONCENTRIC 15KV (713 3023) 807'
 SECONDARY CABLE
 4/0 ICX3 POLYETHYLENE 600VOLTS (713-0594) 233'

TRENCH SUMMARY
 JOINT — 494'
 EDISON ONLY — 348'
 MBT ONLY — 2237'
 TOTAL — 3079'

TRANSFORMER DATA

UDT	SIZE	ED NO
1503-1	50KVA	661-0497
1503-1	50KVA	661-0497
1508-2	100KVA	661-0503

* DENOTES TRANS W/ SWITCHING

TRANS SPCS:
 STANDARD TRANS. R17, R25, R32, K321
 TRANS W/ SWITCHING R18A, R25, R32, K321

CODE
 ○ CABLE POLE
 □ TRANSFORMER
 ⊠ TRANS W/ SWITCHING
 ▲ SERVICE POINT
 — INDICATES DOOR OPENING
 — PRIMARY CABLE
 — SECONDARY CABLE
 — SEWER
 — WATER

TITLE BLOCK
 D.O. — 199964
 W.O. — 3678445
 FOREMAN — PROSYK
 LABOR — D.E. CO.
 START — 1-18-68
 FINISH — 1-22-68
 NOTES — PROSYK
 SUPERVISOR — BELLETTINI
 RECORDS — RAK

CABLE POLE DETAILS
 SPCS. J2C, J6, J7, J44, K321

REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED
D				A	4-10-67	SEITZ	
C				B	4-10-67	LNT	
B				A	4-10-67	SEITZ	
A							

OTHER APPROVALS

NAME	DATE
SEITZ	4-10-67
LNT	4-10-67
SEITZ	4-10-67

STATION: WESTLAND APTS
 CITY OF WESTLAND WAYNE CO.
 SW 1/4 SEC. 4
 NAN 4-3

PERMITS REC'D
 CITY OF WESTLAND
 (NOTIFICATION ONLY)

THE DETROIT EDISON COMPANY
 UNDERGROUND LINES DEPARTMENT
 SCALE: 1"=50'
 DRAWN BY: 67-297
 CHECKED BY: TMD018/M15
 DATE: 7-18-68
 SHEET: 1 OF 1 SHEETS

24411

MBT JOB NO. 1062