

Name of Project:

Gordon, Shubow and Oliver Apts.

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. WU2-4-1774, 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 Ypsilanti, County of Washtenaw, 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 purposes 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. 24089

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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

28th day of September, 1967.

RECORDED RIGHT OF WAY NO. 224682

In the Presence of:

GORDON, SHUBOW AND OLIVER,  
A Michigan Co-partnership  
16801 James Couzens  
Detroit, Michigan

Bonalee Baker  
BONALEE BAKER

BY: Hyman B. Gordon  
Hyman B. Gordon, Partner

James E. Hallisy, Jr.  
JAMES E. HALLISY, JR.

BY: Yetta Shubow  
Yetta Shubow, Partner

BY: John R. Oliver  
John R. Oliver, Partner

STATE OF ~~OHIO~~ <sup>MICHIGAN</sup> )  
COUNTY OF WAYNE ) SS

On this 28th day of September, 1967, before me, a Notary Public, personally appeared HYMAN B. GORDON, YETTA SHUBOW, and JOHN R. OLIVER, to me personally known, who being by me duly sworn, did respectively say that they are members of the partnership known as GORDON, SHUBOW and OLIVER, a Michigan Co-partnership, which executed the within instrument and that they acknowledged said Instrument to be the free act and deed of said partnership.

My Commission expires: May 27, 1970

Bonalee Baker  
Notary Public Wayne County  
BONALEE BAKER

DOCUMENT PREPARED BY  
MELFORD HARTMAN  
23600 NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 294689

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 28<sup>th</sup> day of September, 1967,

between GORDON, SHUBOW AND OLIVER, a Michigan Co-partnership,  
16801 James Couzens, 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 Gordon,  
Shubow and Oliver Apartments, on land in the City of Ypsilanti,  
County of Washtenaw, 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.

*Ypsilanti Sup.*  
*Sec 5*  
*NET, NET of (Gordon, Shubow & Oliver Apts.)*  
- 1 -

RECORDED RIGHT OF WAY NO. 24689

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. 2516 89

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:

GORDON, SHUBOW AND OLIVER,  
A Michigan Co-partnership

Bonalee Baker  
BONALEE BAKER

By: J. Rudolph Oliver  
J. RUDOLPH OLIVER Partner

James E. Hallisy Jr.  
JAMES E. HALLISY JR.

THE DETROIT EDISON COMPANY

Stephen M. James

By: R. Q. Duke  
R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

Joan F. Abdoo  
JOAN F. ABD OO

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

MICHIGAN BELL TELEPHONE COMPANY

Barbara D'Agostino  
BARBARA D'AGOSTINO

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

Frances J. Michaels  
FRANCES J. MICHAELS

CARL T. HALL

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

RECORDED RIGHT OF WAY NO. 24489

STATE OF MICHIGAN )  
COUNTY OF WAYNE )

SS.

On this 6th day of October, 19 67, before me the subscriber,  
a Notary Public in and for said County, appeared R. Q. DUKE

and LILLIAN J. H. CARROLL, to me personally known, who being by me duly  
sworn did say they are the DIRECTOR of Properties & Rights of Way Dept. and 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  
R. Q. DUKE and LILLIAN J. H. CARROLL

acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: December 1, 1969

Stephen A. McNamee  
Notary Public, Wayne County, Mich.  
Stephen A. McNamee

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

SS.

On this 3rd day of October, 19 67, 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

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

RECORDED RIGHT OF WAY NO. 29689



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

TO Engineering Coordinator Supervisor DATE 9-29-67 TIME \_\_\_\_\_  
1907 Second - Room 186  
Re: Underground Service - Khubov, Oliver and Gordon Apartments -  
City of Ypsilanti - Washtenaw County - Mich.

Agreements and Easements obtained by M.B.T.

OK to proceed with construction.

COPIES TO: R. Olson - 1901 Second - Rm. 184  
H. W. Frieba - 728 G. O.  
REPORT E. Hanselman - Sales - Ann Arbor Office  
File

SIGNED

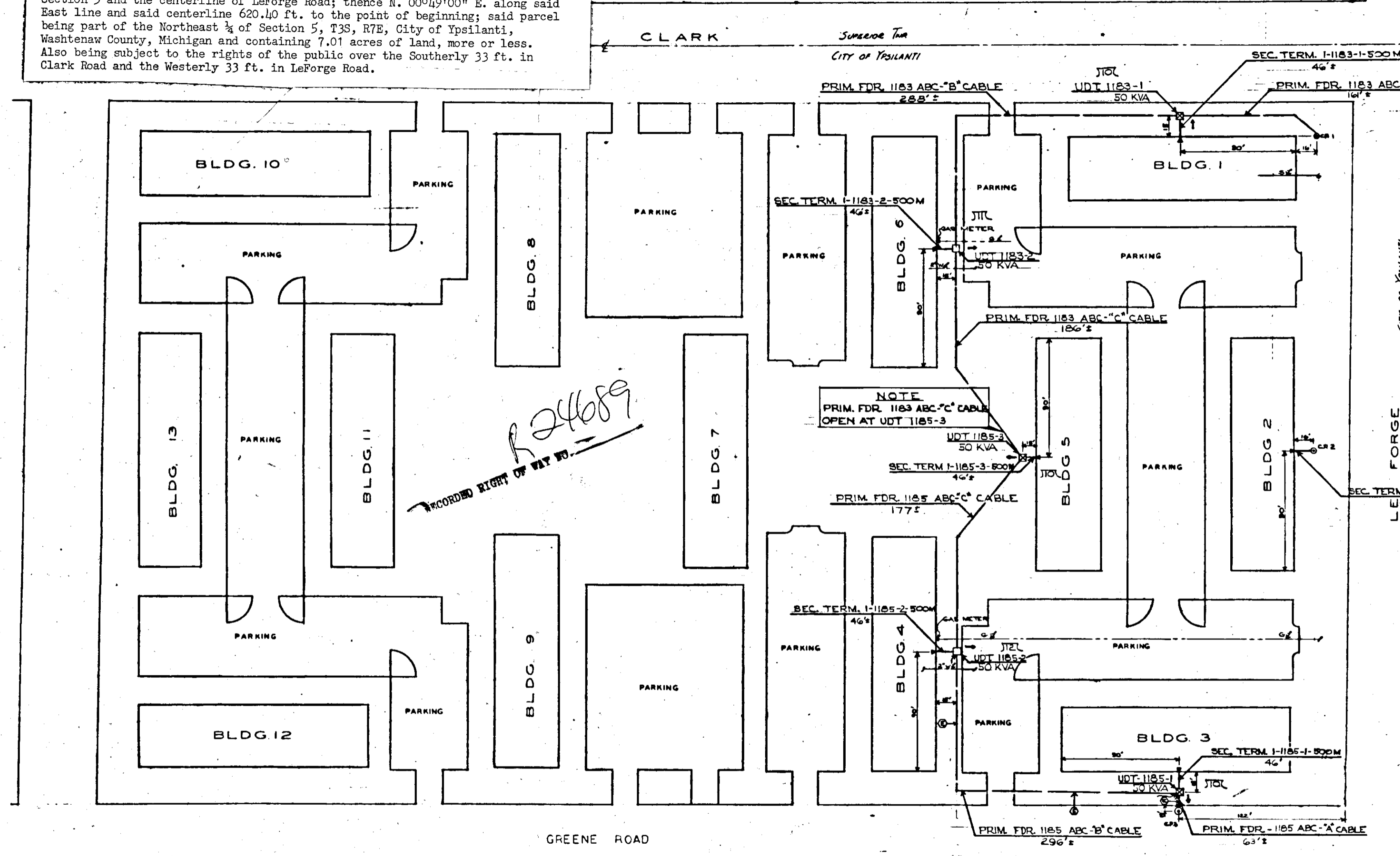
*Stephen A. McManis*  
**Stephen A. McManis**  
**Staff Attorney**  
**Law Department**

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

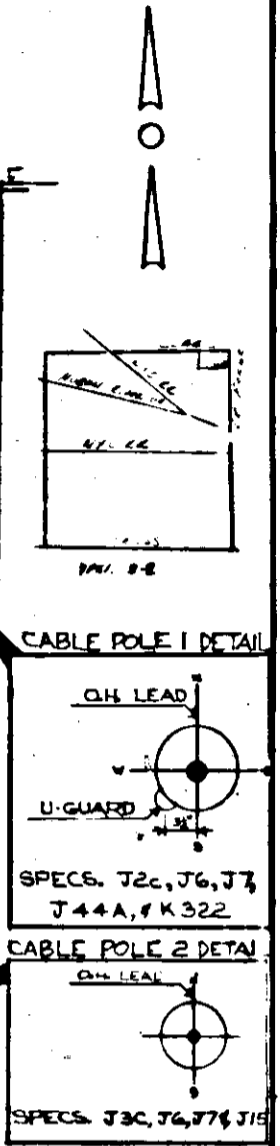


**PROPERTY DESCRIPTION**  
 Beginning at the northeast corner of Section 5, T3S, R7E, City of Ypsilanti Washtenaw County, Michigan; thence N. 89°58'50" W. along the North line of said section and the centerline of Clark Road 492.00 ft.; thence S. 00°49'00" W. 620.00 ft.; thence S. 89°58'50" E. 492.00 ft. to a point on the East line of Section 5 and the centerline of LeForge Road; thence N. 00°49'00" E. along said East line and said centerline 620.40 ft. to the point of beginning; said parcel being part of the Northeast 1/4 of Section 5, T3S, R7E, City of Ypsilanti, Washtenaw County, Michigan and containing 7.01 acres of land, more or less. Also being subject to the rights of the public over the Southerly 33 ft. in Clark Road and the Westerly 33 ft. in LeForge Road.

**NOTES**  
 SEE DRAWING UI-1-2369 FOR STANDARD TRANS. CONC. MAT. DETAIL  
 SEE DRAWING UI-2-2370 FOR TRANS. W/ SWITCH CONCRETE MAT. DETAIL  
 ALL TRENCHING AND BACK FILLING BY UTILITIES  
 ALL CABLE LENGTHS ARE APPROXIMATE  
 M.B.T. ENGINEER - MR. CLAGGET - 550 S. MAPLE, ANN ARBOR - PHONE 668-9970  
 M.B.T. CONSTRUCTION SUPERVISOR - MR. ACKLEY - 550 S. MAPLE, ANN ARBOR - PHONE 668-9992



*R 24689*  
 RECORDED RIGHT OF WAY



**NOTE**  
 PRIM. FDR. 1183 ABC-C CABLE  
 OPEN AT UDT 1185-3

**TITLE BLOCK**

DO	200879
VO	367B485
FOREMAN	GELARDI
LABOR	DE CO
START	10-27-67
FINISH	10-30-67
NOTES	GELARDI
SUPERVISOR	BELLETTINI
RECORDS	RAK

**TRANS. DATA**

UDT	SIZE	ED. NO.
1183-1	50 KVA	661-C492
1183-2	50 KVA	661-0487
1185-1	50 KVA	661-C492
1185-2	50 KVA	661-0487
1185-3	50 KVA	661-C492

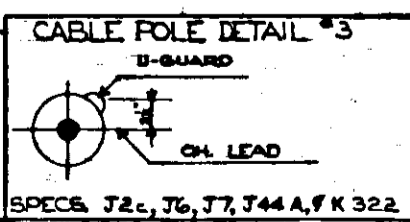
• DENOTES TRANS. W/ SWITCH  
**TRANS. SPECS.**  
 STANDARD TRANS  
 R14, R25, R32 #K 322  
 TRANS. W/ SWITCHING  
 R14B, R25 R32 #K 322

**CODE**

- CABLE POLE
- ⊕ TRANSFORMER W/ SWITCH
- SERVICE POINT
- INDICATES DOOR OPENING
- PRIMARY CABLE
- SECONDARY CABLE
- SEWER
- WATER
- GAS
- TRANSFORMER (STANDARD)
- EDISON ONLY

**TRENCH SUMMARY**

JOINT	851' ±
EDISON ONLY	302' ±
<b>TOTAL</b>	<b>1,153' ±</b>



**CABLE SUMMARY**

PRIMARY CABLE	1200 FT. ±
2 IC#2 POLYETHYLENE CONCENTRIC 15 KV (713-3027)	
SECONDARY CABLE - 195 FT. ±	
200 N. IC#2 - POLYETHYLENE 600 VOLTS (713-0560)	

DIS. CIR. PL'S CORNELL  
 4.8 KV ULTIMATE  
 DIRECT BURIED SYSTEM

D	C	B	A
		AS INSTALLED IN FIELD	UDT'S 1183-1 IF 1185-1 STOCK NOS. 661-0492 WERE 661-0592 ALSO CP 3 SPEC-K322 WAS K321

**SHUBOW, OLIVER, & GORDON APTS.**  
 NE 1/4 SEC. 8  
 CITY OF YPSILANTI WASHTENAW CO

**THE DETROIT EDISON COMPANY**  
 UNDERGROUND LINES DEPARTMENT

SCALE	1" = 30'
DATE	6-26-67
PROJECT NO.	67-446
FILE NO.	740018/516
WU 2-4-1774	

68948

RECORDED RIGHT OF WAY NO. 24689

