

OFFICE BUILDING
~~APARTMENTS~~

Name of Project:

R. C. Schmidt Office Building

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", 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 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, 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. MU2-4-1962, 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 Township of Chesterfield, County of Macomb, 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 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 and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, 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 BELLI 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 14th day of November, 1967.

RECORDED BY
M. J. LEE
MAY 1968
SOUTH BEND, INDIANA

RECORDED BY
M. J. LEE
MAY 1968
SOUTH BEND, INDIANA

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

TO Engineering Coordinator Supervisor DATE 11-29-67 TIME _____
1901 road - Room 100
Re: Underground Service - E. G. Schmitt Office Building - Chesterfield
Township - Washtenaw County - Michigan

Agreement and easement obtained by H.B.F.

OK to proceed with construction.

COPIES TO R. Glann - 1901 Second - Rm. 104
H. W. Friebe - 723 G. O.
REPORT R. Jackson - Sales - MR. Clemens Office
File

SIGNED

Stephen A. Hollander
Stephen A. Hollander
Staff Attorney
Law Department

DATE RETURNED _____

TIME _____

SIGNED _____

2-44806

897834

WHEREAS, the MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit 26, Michigan, has acquired a certain easement right of way, dated, November 14, 1967 and recorded in Liber 1919, Pages 181-186, Macomb County Records, on land described as follows: "R. C. SCHMIDT OFFICE BUILDING" - Land in the Twp. of Chesterfield, Macomb Co., Mich., described as: A parcel of land in and being a part of the N.E. 1/4 of Sec. 19, T3N, R14E, Chesterfield Twp., Macomb Co., Mich., and being more particularly described as: Commencing at the N.E. corner of said Sec. 19, thence S. 89°36' W. 1243.89 ft. along the N. line of said Sec. 19 to the point of beginning; thence S. 0°24' E. 60.0 ft.; thence along the arc of a curve to the left (radius-919.37 ft.) whose long chord bears S. 14°20'45" W. 410.35 ft.; thence S. 89°36' W. 846.88 ft.; thence S. 0°24' E. 276.50 ft.; thence S. 89°36' W. 21.54 ft.; thence N. 0°24' W. 736.50 ft. to the North line of said Sec. 19, thence N. 89°36' E. 960.0 ft.; along the North line of said Sec. 19 to the point of beginning and containing 10 acres of land.

Said easement right of way being located as follows:

Within above described property.

AND WHEREAS, the DETROIT BANK AND TRUST COMPANY is the mortgagee of a certain mortgage dated January 15, 1968, and recorded in Liber 1914, Page 252, Macomb County Records, Macomb County, Michigan.

NOW THEREFORE, in payment of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns agrees that if said mortgage is in default and said land is sold to satisfy same, the purchaser or purchasers under such sale shall take said land subject to said easement right of way.

IN WITNESS WHEREOF, these presents have been executed on this 21st day of February, 19 68

WITNESS:

M. G. Bauman
M. G. Bauman
Marvin E. Lee
Marvin E. Lee

DETROIT BANK AND TRUST COMPANY
by R. J. Peters
R. J. Peters
by Donald C. Layher
Donald C. Layher

STATE OF Michigan)
COUNTY OF Wayne) SS

ON THIS 21st day of February, 19 68 before me, the subscriber, a Notary Public in and for said County, appeared R. J. Peters and Donald C. Layher to me personally known, who being by me severally duly sworn, did say that they are respectively Vice President and Vice President of The Detroit Bank and Trust Company, 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 R. J. Peters and Donald C. Layher acknowledged the said instrument to be the free act and deed of the said Detroit Bank and Trust Company.

* My Commission expires:

Marvin G. Bauman
Notary Public

RECORDED IN MACOMB COUNTY
RECORDS AT: 11:55AM.

FEB 26 1968

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

Baron Burr

REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

MARVIN G. BAUMAN County
Notary Public, Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission Expires June 23, 1968

RECORDED RIGHT OF WAY NO. 24806

In the Presence of:

Boris Golcheff
Boris Golcheff

Elmer R. Schmidt
Elmer R. Schmidt

Elaine A. Holtzman
Elaine A Holtzman

Elmer R. Schmidt, Attorney-in-Fact
for Sarah F. Schmidt, his wife

STATE OF MICHIGAN)
 SS
COUNTY OF Macomb)

On this 14th day of November, 1967, before me,
the subscriber, a Notary Public in and for said County, personally appeared
ELMER R. SCHMIDT and ELMER R. SCHMIDT, Attorney-in-Fact for SARAH F. SCHMIDT,
his wife, to me known to be the person named in and who executed the within
instrument as vendor and acknowledged that he executed the same as his free
act and deed for the intents and purposes therein mentioned.

ELAINE A. HOLTZMAN
Notary Public, Macomb County, Mich.
My Commission expires ~~My Commission Expires Sept. 18, 1971~~

Elaine A. Holtzman
Notary Public

Macomb County, Michigan

RECORDED RIGHT OF WAY NO. 24806

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 19 67,
between Elmer R. Schmidt ~~_____~~, Doing Business as R. C.
SCHMIDT & SONS, 275 N. Grosbeck, Mt. Clemens, 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".

WITNESSETH:

WHEREAS, DEVELOPER is developing ~~apartments~~ ^{an office building} to be known as R. C. Schmidt
Office Building, on land in the Township of Chesterfield,
County of Macomb, 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 three 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 governmental 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.

RECORDED BY REC'D OF WAY NO. 2518/110

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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 of 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 AGREEMENT:

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

REC'D RIGHT OF WAY NO. 29806

STATE OF MICHIGAN)
) SS
COUNTY OF Macomb)

On this 14th day of November, 1967, before me,
the subscriber, a Notary Public in and for said County, personally appeared
ELMER R. SCHMIDT ~~and SARAH K. SCHMIDT, his wife,~~ Doing Business as R. C.
SCHMIDT & SONS, to me personally known to be the persons named in and who
executed the within instrument as vendor and acknowledged that they executed
the same as ~~their~~ ^{his} free act and deed for the intents and purposes therein
mentioned.

My Commission expires: September 18, 1971

ELAINE A. FORTSON
Notary Public, Macomb County, Mich.
My Commission Expires Sept. 18, 1971

Elaine A. Fortson
Notary Public

Macomb County, Mich.

APPENDIX "A"

A parcel of land in and being a part of the N.E. $\frac{1}{4}$ of Section 19, T3N, R14E, Chesterfield Twp., Macomb County, Michigan, and being more particularly described as follows:

Commencing at the N.E. corner of said Section 19, thence S. 89° 36' W. 1243.89 ft. along the North line of said Section 19 to the point of beginning; thence S. 0°24' E. 60.0 ft.; thence along the arc of a curve to the left (radius = 919.37 ft.) whose long chord bears S. 14°20'45" W. 410.35 ft.; thence S. 89°36' W. 846.88 ft.; thence S. 0°24' E. 276.50 ft.; thence S. 89°36' W. 21.54 ft.; thence N. 0°24' W. 736.50 ft. to the North line of said Section 19; thence N. 89°36' E. 960.0 ft.; along the North line of said Section 19 to the point of beginning and containing 10 acres of land.

RECORDED HEIGHT OF WAY NO. 24806

