

25016

Name of Project:

APARTMENTS

Strawberry Hills Apartments

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. WU 2-4-2069, 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 Pittsfield, 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 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 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

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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 25th day of March, 1968.

APPENDIX "A"

Lots 11 to 23 inclusive, Lots 26 to 38 inclusive, and Lots 50 to 65 inclusive, Townline Subdivision, as recorded in L. 8, Page 12, Washtenaw County Records, and the vacated Oak Street adjacent to Lots 27 to 38 inclusive, and Lots 50 to 59 inclusive, and the vacated Maple Street adjacent to Lots 11 to 23 inclusive also described as: Beginning at the Southeasterly corner of Lot 62 of Townline, a subdivision of part of Sec. 1, T3S, R6E, Pittsfield Twp., as recorded in Liber 8, Page 12, Washtenaw Co. records; being the intersection of the West line of Golfside and the north line of Ainsley; thence S. $54^{\circ}14'20''$ W. 509.40 ft. along the North line of Ainsley; thence N. $00^{\circ}06'$ E. 63.36 ft.; thence N. $89^{\circ}44'$ W. 144.50 ft.; thence N. $00^{\circ}04'$ E. 650.03 ft. along the West line of Maple St., thence S. $89^{\circ}51'20''$ E. 289.68 ft.; thence N. $00^{\circ}08'$ E. 8.61 ft.; thence S. $89^{\circ}55'10''$ E. 145.04 ft.; thence S. $00^{\circ}13'50''$ W. 199.92 ft.; thence S. $89^{\circ}55'10''$ E. 123.23 ft.; thence S. $00^{\circ}01'40''$ W. 223.96 ft. along the West line of Golfside to the place of beginning, being a part of Townline Subdivision.

In the Presence of:

STRAWBERRY HILL ASSOCIATES,
A Michigan Limited Partnership
16591 Meyers, Detroit, Michigan

Joseph Addison
Joseph Addison

BY: Edgar Fenton
Edgar Fenton Partner

Jack J. Brown
Jack J. Brown

BY: Leonard S. Herman
Leonard S. Herman Partner

~~Jack J. Brown~~

~~_____~~

~~Opheelia Herman, his wife
16591 Meyers, Detroit, Michigan~~

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 26th day of MARCH, 1968, before me, a Notary Public, personally appeared EDGAR FENTON and Leonard S. Herman, to me personally known, who being by me duly sworn, did respectively say that they are members of the partnership known as STRAWBERRY HILL ASSOCIATES, a Michigan Limited 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: June 21, 1971

Mary Ann Schmidt
Notary Public

Wayne County, Michigan

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 26th day of March, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared LEONARD S. HERMAN and OPHELIA HERMAN, his 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: June 21, 1971~~

~~Mary Ann Schmidt
Notary Public~~

~~Wayne County, Michigan~~

RECORDED RIGHT OF WAY NO. 25016

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

TO Engineering Coordinator Supervisor DATE 4-1-68 TIME _____
1st Second - Room 186
Re: Underground Service - Strawberry Hills Apartments
Pittsfield Township, Washtenaw County, Mich.

Agreements and Documents received by M.B.T.

OK to proceed with construction.

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

SIGNED Stephen A. McNamee/lw
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

RECEIVED
APR 1 1968
25016

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 26th day of MARCH, 19 68,
between STRAWBERRY HILL ASSOCIATES, a Michigan Limited Partnership,
16591 Meyers, 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 _____
Strawberry Hills Apartments, on land in the Township of Pittsfield,
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.

RECORDED IN BOOK OF MAY NO. 25016

*Sec. 1
11/22, 2/12, 5/16/65 (See copy of this...)
- 1 -*

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. 25012

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:

Joseph Addison
Joseph Addison
Jack J. Brown
Jack J. Brown

Stephen A. McNamee
Stephen A. McNamee
Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO
Carol Moore
CAROL A. MOORE

STRAWBERRY HILL ASSOCIATES,
A Michigan Limited Partnership

By: Edgar Fenton Partner
By: Leonard S. Herman Partner

THE DETROIT EDISON COMPANY

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Properties and Rights of Way Dept.
By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

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

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

PROPOSED RIGHT OF WAY NO. 25016

APPENDIX "A"

Lots 11 to 23 inclusive, Lots 26 to 38 inclusive and Lots 50 to 65 inclusive, Townline Subdivision, as recorded in Liber 8 of Plats, Page 12, Washtenaw Co. Records, and the vacated Oak Street adjacent to Lots 27 to 38 inclusive, and 50 to 59 inclusive, and the vacated Maple Street adjacent to Lots 11 to 23 inclusive also described as: Beginning at the Southeasterly corner of Lot 62 of Townline, a subdivision of part of Sec. 1, T3S, R6E, Pittsfield Twp., as recorded in Liber 8 of Plats, Page 12, Washtenaw Co. Records; being the intersection of the West line of Golfside and the North line of Ainsley; thence S. 54°14'20" W. 509.40 ft. along the North line of Ainsley; thence N. 0°06' E. 63.36 ft.; thence N. 89°44' W. 144.50 ft.; thence N. 0°04' E. 650.03 ft. along the West line of Maple Street; thence S. 89°51'20" E. 289.68 ft.; thence N. 0°08' E. 8.61 ft.; thence S. 89°55'10" E. 145.04 ft.; thence S. 0°13'50" W. 199.92 ft.; thence S. 89°55'10" E. 123.23 ft.; thence S. 0°01'40" W. 223.96 ft. along the West line of Golfside to the place of beginning, being a part of Townline Subdivision.

STATE OF MICHIGAN)
 SS
COUNTY OF WAYNE)

On this 26th day of MARCH, 1968, before me, a Notary Public, personally appeared EDGAR FENTON and Leonard S Herman, to me personally known, who being by me duly sworn, did respectively say that they are members of the partnership known as STRAWBERRY HILL ASSOCIATES, a Michigan Limited 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: June 21, 1971

Mary Ann Schmidt
Notary Public

Wayne County, Mich.

RECORDED RIGHT OF WAY NO. 25012

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 2nd day of April, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared

R. Q. Duke and Lillian J.H. Carroll

to me personally known, who being by me duly sworn, did say that they are the Director, Properties & Rights of Way 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 R. Q. Duke 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 **IRENE C. KATA**

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 11th day of June, 1967, before me, the subscriber, a Notary Public in and for said County, appeared CARL T. HALL

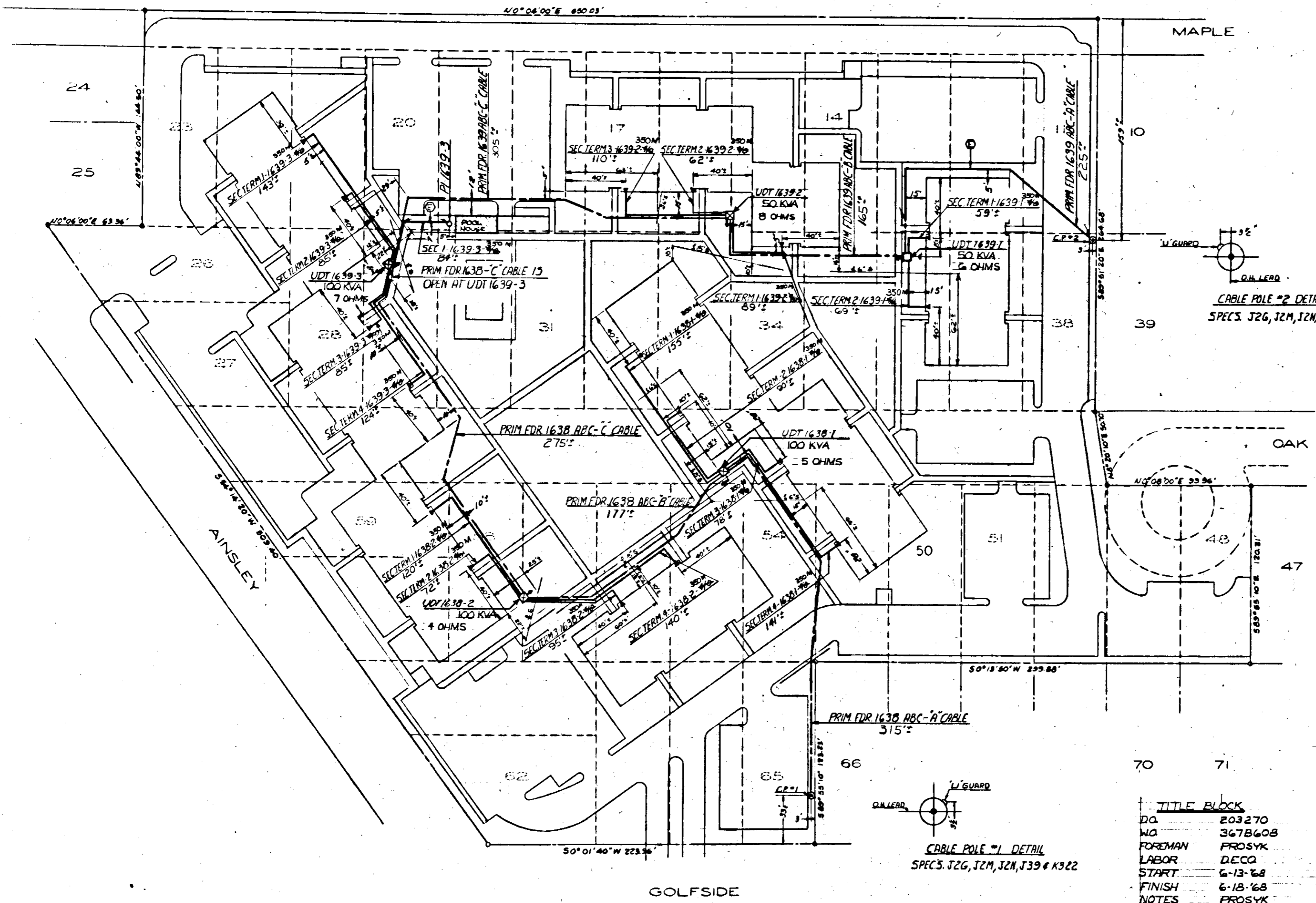
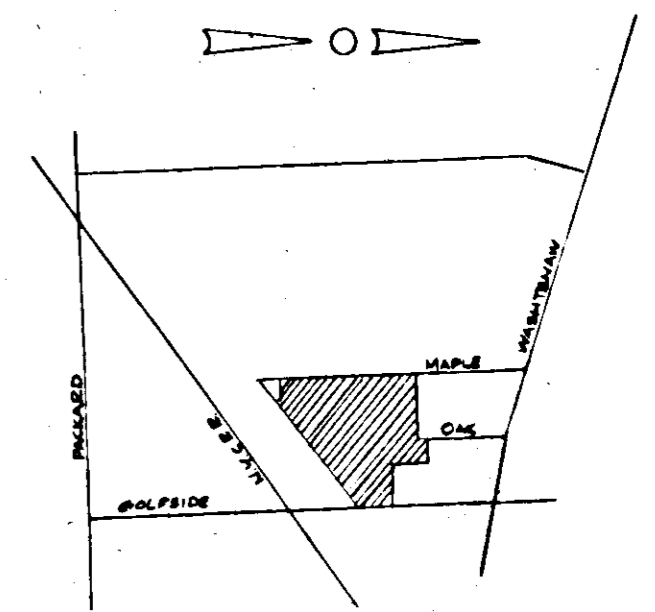
to me personally known, who being by me duly sworn did say that he is Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and CARL T. HALL

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

My Commission expires: _____

Melford Hartman
Notary Public
MELFORD HARTMAN
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 3, 1971 County, Michigan

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CODE

CABLE POLE	○
PEDESTAL	○
SERVICE POINT	○
STANDARD TRANS	○
TRANS W/SWITCH	○
PRIMARY CABLE	—
SECONDARY CABLE	—
SEWER	—
WATER	—

CABLE POLE #2 DETAIL
 SPECS J26, J2M, J2N, J39 & K322

NOTES
 SEE DRAWING UH-2369 FOR CONSTRUCTION DETAILS OF CONCRETE TRANSFORMER MATS.
 ALL TRENCHING AND BACKFILLING BY UTILITIES
 M.B.T. ENGINEER: MR. BACKLUND 550 S. MAPLE ANN ARBOR. PHONE: 668-2013
 M.B.T. CONTROL FOREMAN: PHONE: 668-9992
 DE CO. CONSTRUCTION SUPERVISOR: MR. BELLETINI ROOM 136-1901 2ND FLOOR
 PHONE: WD-22100 EXT 2640
 CABLE ENTRANCE METHOD TO BUILDING TO BE DETERMINED IN FIELD AT CONSTRUCTION MEETING

TRANS. LIMIT

UDT	SIZE	ED NO.
* 1638-1	100KVA	661-0503
* 1638-2	100KVA	661-0503
1639-1	50KVA	661-0497
* 1639-2	50KVA	661-0502
* 1639-3	100KVA	661-0503

TRANS. SPECS
 STAND. TRANS. R17, R25, R32 & K322
 TRANS. W/SWITCH. R18A, R25, R32 & K322

CABLE SUMMARY
PRIMARY CABLE
 2-12CX1 POLYETHYLENE CONCENTRIC 15KV (713-3029) 1436'±
SECONDARY CABLE
 2-350M #1-1% JCK3 POLY ALUM. 600 VOLTS (713-0537) 1813'±

TRENCH SUMMARY

JOINT	1820
EDISON ONLY	205'
TOTAL	2025'

TITLE BLOCK
 DA 203270
 WA 3678608
 FOREMAN PROSYK
 LABOR DECO
 START 6-13-68
 FINISH 6-18-68
 NOTES PROSYK
 SUPERVISOR BELLETINI
 RECORDS RAK

CABLE POLE #1 DETAIL
 SPECS. J26, J2M, J2N, J39 & K322

PERMITS REQ'D
 PITTSFIELD TOWNSHIP (FOR NOTIFICATION ONLY)

DIST. CIR. 333 CORNELL
 13.2 KV (150-UP)

DIRECT BURIED SYSTEM

REVISION	REVISION	REVISION	REVISION	OTHER APPROVAL	NAME	DATE	STATION	THE DETROIT EDISON COMPANY
D	C	B	A				STRAWBERRY HILL APTS PART OF TOWNLINE SUB L-8 P12 LOTS 11-23 26-38 & 50-65 INCLUSIVE	UNDERGROUND LINES DEPARTMENT
							PITTSFIELD TWP PIT 18-4	WASH CO WU2-4-2069

M.B.T. JOB # 5004

SCALE	1"=30'
DATE	6-18-68
PROJECT	840018/J12
SHEET	1 OF 1 SHEETS

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MGNAMFEE - 226 G.O.