

+

+

RIGHT OF WAY FILE #

R26187

GRANTOR NAME

[Empty grid]

[Empty grid]

STREET ADDRESS

[Empty grid]

[Empty grid]

ST

[Empty grid]

CITY/TOWN

[Empty grid]

ZIP CODE

[Empty grid]

EASEMENT DESCRIPTION

[Empty grid]

AGREEMENT DATE

[Empty grid]

AGREEMENT TYPE

[Empty grid] R P C

LIBER #

[Empty grid]

PAGE #

[Empty grid]

DRAWING R/W #

[Empty grid]

PVT CL#

[Empty grid]

SECTION

[Empty grid]

QUARTER SECTION 3

[Empty grid] 1/4 1/2

QUARTER SECTION 2

[Empty grid] 1/4 1/2

QUARTER SECTION 1

[Empty grid] 1/4 1/2

TOWNSHIP

[Empty grid]

COUNTY

[Empty grid]

RTE OF LINE

[Empty grid]

TOWNSHIP RANGE

[Empty grid]

DIVISION CODE

[Empty grid] A D M O T W

SUBDIVISION NAME

HOLIDAY PARK SUB 2

EAST OF

[Empty grid]

WEST OF

[Empty grid]

NORTH OF

[Empty grid]

SOUTH OF

[Empty grid]

OUT LOT

[Empty grid]

BLOCK #1

[Empty grid]

LOT #1

[Empty grid]

BLOCK #2

[Empty grid]

LOT #2

[Empty grid]

+

+

F652253

F488198

LI17347 PA 802

LI17266 PA 582

F463166

APARTMENTS

Name of Project: LI17891 PA 53

Deer Creek Apartments Phase 3

RE-RECORD

EASEMENT GRANT AND DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR (XX)", 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 land located in the Township of Canton, County of Wayne, State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

F652253 F463166 F488198

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 and communication facilities of either EDISON or BELL situated in or on premises of the Grantor (XX) 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.
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 electric and communication utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric and communication lines in the property described herein. Except as set forth, the Grantor (XX) 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 (XX) 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.
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. Grantor (XX) or all subsequent owners shall install, own, maintain and replace their single phase electric service conductors. Subsequent owners are defined as those owning the land at time their lines are installed or maintained or replaced.

RECORDED MAY 7 1970 AT 1:35 P.M. BERNARD J. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

RECORDED JAN 29 1970 AT 10:36 A.M. BERNARD J. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

"This document is re-recorded to show the as installed drawing for Phase 3C."

RECORDED RIGHT OF WAY NO. 26187

RE-RECORD

RECORDED NOV 8 1971 AT 4:03 P.M. BERNARD J. YOUNGBLOOD, Register of Deeds WAYNE COUNTY, MICHIGAN 48226

6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.

7. Grantor(~~XX~~) 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. Land contract sellers herein shall have no liability to utilities unless the contract is repossessed and damage to utility lines and equipment occurs while they are the sole owners of said land parcel or parcels.

9. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing of The Detroit Edison Company to show the location of the facilities of the utilities stated herein and easements granted herein shall be limited to six (6') feet in width unless otherwise noted on said drawing.

10. 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.

11. 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.

12. 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(~~ES~~) (has) have set (its) ~~XXXXX~~ hand(~~ES~~) and seal(~~ES~~) on this 23rd day of January, 1970.

In the Presence of:  
Ronald R. Gold  
Ronald R. Gold  
Mafie Y. Lopez  
Mafie Y. Lopez

Three M Construction Company  
a Michigan corporation  
942 First National Building  
Detroit, Michigan 48226  
By Martin Kopitz  
MARTIN KOPITZ  
By Mayer Morganroth  
MAYER MORGANROTH

STATE OF MICHIGAN ) SS.  
COUNTY OF Wayne

On this 23rd day of January, 1970, before me the subscriber, a Notary Public in and for said County, appeared Martin Kopitz and Mayer Morganroth to me known, and being by me duly sworn did say they are the President and Secretary of THREE M CONSTRUCTION COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Martin Kopitz and Mayer Morganroth acknowledged said instrument to be the free act and deed of said corporation.

Mafie Y. Lopez  
Notary Public, Wayne County, Michigan  
My Commission Expires 9/22/72

PREPARED BY: Thomas P. Beagen  
2000 Second Avenue  
Detroit, Michigan 48226

RIGHT OF WAY NO. 30187

APPENDIX "A"

"a"

Land in Canton Twp., Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of said Section 1; thence N. 89°44' E. along the North line of said Section, 1393.78 ft. to a point said point being the Northwest corner of Holiday Park Subdivision "Liber 88 of Plats, Pages 69 & 70, W.C.R." said point also being S. 89°44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 1165.00 ft. to a point; thence S. 84°22' W. 481.13 ft. to a point; thence S. 19°11'30" W. 29.00 ft. to a point; said point being the point of beginning of the parcel herein described; thence S. 19°11'30" W. 1086.35 ft. to a point on the Easterly line of proposed Highway 1-275' thence S. 70°48'30" E. 27.00 ft. to a point; thence S. 53°8'25" E. 89.74 ft. to a point; thence N. 36°11'30" E. 191.00 ft. to a point; thence N. 53°48'30" W. 15.00 ft. to a point; thence N. 36°11'30" E., 131.00 ft. to a point; thence N. 89°48'30" E. 114.00 ft. to a point; thence N. 0°11'30" E. 64.50 ft. to a point; thence S. 89°48'30" E. 60.15 ft. to a point; thence N. 0°11'30" E. 198.00 ft. to a point; thence S. 89°48'30" E. 112.00 ft. to a point; thence N. 0°11'30" E. 65.00 ft. to a point thence N. 89°48'30" W. 15.00 ft. to a point; thence N. 0°11'30" E. 173.00 ft. to a point; thence N. 30°48'30" W. 373.00 ft. to the point of beginning. Containing 5.83 Acres of Land, more or less.

"b"

Land in Canton Township, Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 & 70, W.C.R.), said point also being S. 89°44' W. 1390.52 ft. from the N.E. Corner of Sec. 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 65.00 ft. to a point; thence along this same line S. 0°11'11" E. 1115.00 ft. to a point; thence S. 89°39'45" W. along a jog in said Holiday Park Subdivision 2.04 ft. to a point; thence S. 0°28'15" E. continuing along the West line of Holiday Park Subdivision No. 2. (Liber 88, Pg. 82 & 83 of Plats. W.C.R.), 429.00 ft. to a point; this point being the point of beginning of described parcel proceeding S. 0°28'15" E. along West line of Holiday Park Subdivision No. 2, 867.00 ft.; thence S. 89°31'45" W. 155.00 ft. to a point; thence N. 21°28'15" W. 355.00 ft. to a point; thence N. 1°58'15" W. 360.00 ft. to a point; thence N. 3°19'15" E. 176.09 ft.; thence N. 89°31'45" E. 280.00 ft. to the point of beginning. Containing 5.19 Acres more or less of land.

"c"

Land in Canton Township, Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of said Section 1; thence N. 89°44' E. along the North line of said section line of said Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Pfk. Subdivision (Liber 88 of Plats, Pgs. 69 & 70, W.C.R.), said point also being S. 89°44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 65.00 ft. to a point; thence S. 84°22' W. 481.13 ft. to a point, this line also being the Southerly R.O.W. line of Joy Road; thence S. 19°11'30" W. 1115.35 ft. to a point; thence S. 70°48'30" E. 27.00 ft. to a point; thence S. 19°11'30" W. 158.00 ft. to a point, this being the point of beginning of the parcel; thence S. 53°34'23" E. 252.73 ft. to a point; thence S. 19°11'30" W. 105.00 ft. to a point; thence N. 70°48'30" W. 241.38 ft. to a point; thence N 19°11'30" E. 179.88 ft. to the point of beginning. Containing .78 Acres more or less of land.

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


TO **Engineering Coordinator Supervisor**  
**1 Second Room 186**

DATE **1-27-70** TIME \_\_\_\_\_

Re: **Underground Service, Deer Creek Apartments, Phase 3, Canton Twp., Wayne County**  
**Agreements and Easements obtained. OK to proceed with construction.**

COPIES TO: **V. J. Andres 724 G. O.**  
**J. J. Sullivan 314 G. O.**  
REPORT **file**

SIGNED

  
**Thomas F. Beagen/lhd**  
**Staff Attorney, Law Department**

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

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

DATE 3-31-71

Developer's Name Three "M" Construction Co.

Address 8277 Doe Lane, Plymouth, Mich. 48170

RE: Name of Project Deer Creek Park Apts  
Phase III C - Activity Bldg.  
City Canton Twp. Wayne Co.

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$ 1,160.00 based on 580 estimated trench feet at the rate of \$ 2.00 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on 4-1-71. Upon completion, field measurements may require an adjustment in this cost figure. Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made therefor shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assigns. If such damage should occur, we will require reimbursement for any such damage.

For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Service laterals to be built at \$2.00 per trench foot in addition to the above cost.

Edward Walton  
Service Planner

ACCEPTED BY [Signature]

Date: 4-1-71

MARTY KOPECE

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

February 10, 1970

Three M Construction Company  
942 First National Building  
Detroit, Michigan 48226

Re: Deer Creek Apartments Phase 3

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated January 23, 1970 for the underground electric and communication services for the above named project.

Very truly yours,

  
Thomas P. Beagen  
Staff Attorney

:lhd

Enclosure

RECORDS CENTER
RECEIVED FEB 25 '70 TICKLER MADE CLASSIFIED

RECORDED RIGHT OF WAY NO. 26184

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

January 19, 1970

Three M Construction Company  
942 First National Building  
Detroit, Michigan 48226

Re: Deer Creek Apartments, Phase III

Gentlemen:

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute and Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Thomas P. Beagen, Staff Attorney, 2000 Second Avenue, Room 226, Detroit, Michigan 48226, phone number 962-2100, extension 2565.

Very truly yours,

  
Thomas P. Beagen

:lhd  
enclosures

2/10/81



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

DEER CREEK PARK APARTMENTS

PHASE III PARTS A & B

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$5400<sup>00</sup> based on 4000 ± trench feet at the rate of \$ 1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on December 18, 1969. Any change in these locations may require an adjustment in the cost figures.

You will be responsible for grading the easement to finished grade and clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assigns. If such damage should occur, we would expect reimbursement for repairs.

For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,

Name Thomas J. Sullivan  
Title

Accepted

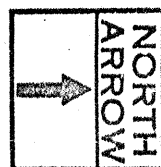
Morton Davidson

Date: 12-18-69

RECORDED RIGHT OF WAY NO. 36184

L17891 PA 62

EXT PHASE III



L17891 PA 63

TRANSFORMER DATA

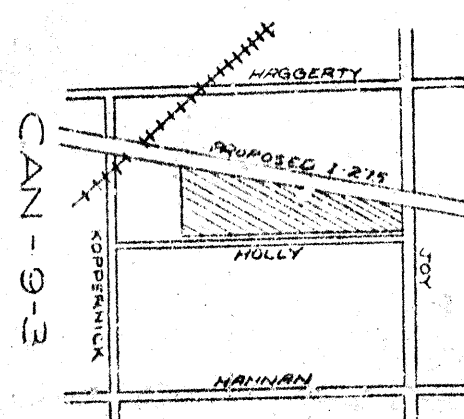
U.D.T.	SIZE	ED. NO.
2398-S	100KVA	64-1153

SPEC'S : R-21, R-351E / K-321

CABLE SUMMARY

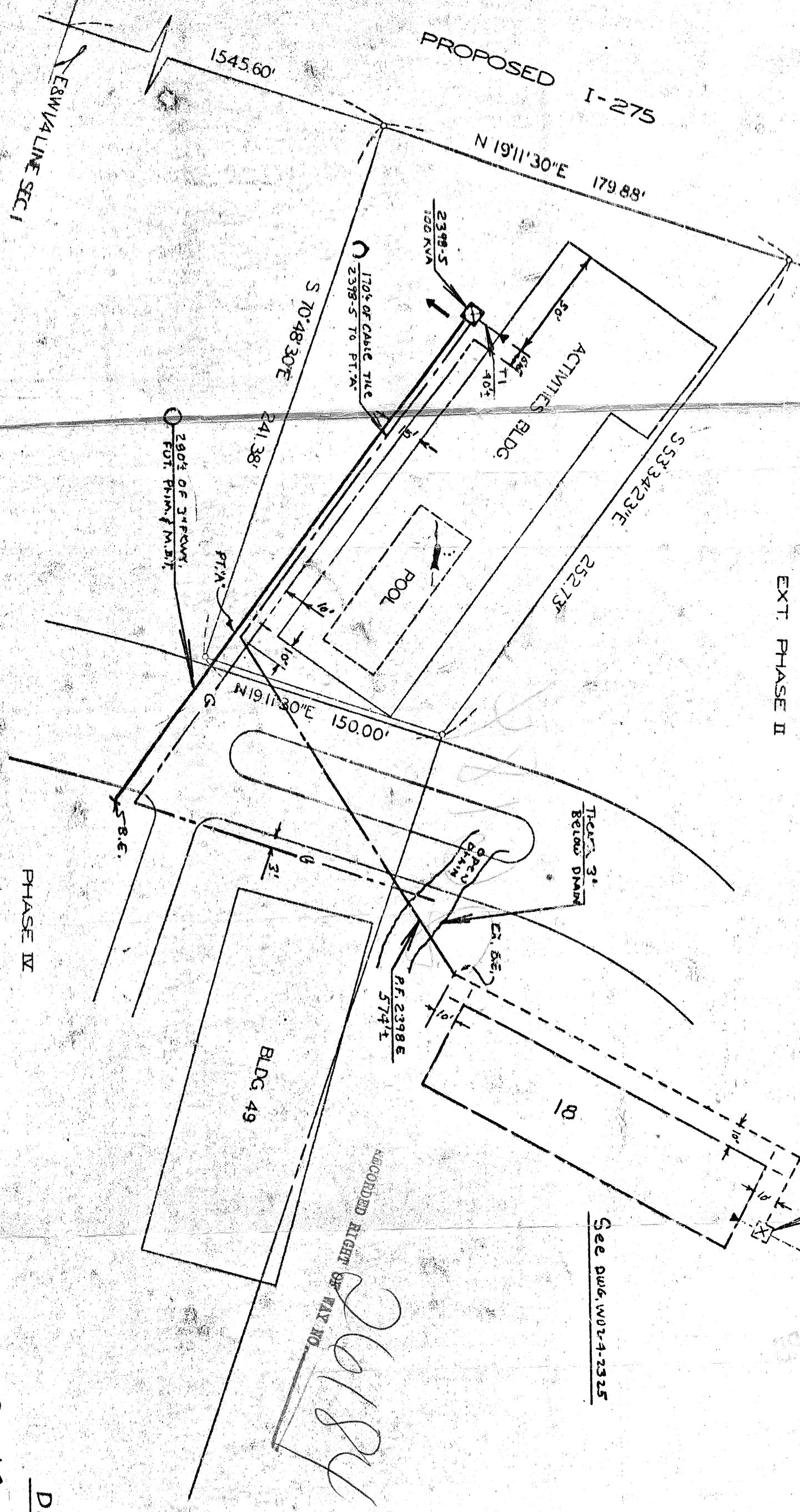
PLUM. CABLE	ITNO. 455-FZ	APEC X1, 13.2KU (713-3029)	600'±
SEC. CABLE	ITNO. 437	350AMP X 2, 1/4" X1, 600V (713-0537)	50'±

L17891 PA 64



- Code
- PAD MOUNT TRANSFORMER WITH SWITCHING
  - SECONDARY FEED TO
  - PRIMARY SWITCH CABINET
  - CABLE POLE
  - SECONDARY TERN NUT
  - DIRECTION TRANSFORMER DOOR OF TRANSFORMER
  - P. LIGHT FIXTURE
  - BURIED PRIMARY CABLE 1/2" VOL. 33E
  - BURIED SECONDARY MAIN OR P. CABLE DETROIT EDISON TRENCH ONLY
  - M. E. T. CO. TRENCH ONLY
  - PROPOSED CONDUIT
  - SEWER
  - WATER
  - GAS
  - BURIED CUSTOMER CABLE
  - PAD MOUNT TRANSFORMER - POUL FRONT

ESPACEMENTS INDICATED BY OUR CENTERLINES ARE 161 SIX FEET IN WIDTH UNLESS OTHERWISE NOTED



TRENCHING SUMMARY  
JOINT USE = 150'±

GENERAL NOTES

ALL TRENCHING AND BACKFILLING BY M.B.T. CO.  
ALL CABLE LENGTHS ARE APPROXIMATE  
SEE DRAWING U1-2329 FOR CONC. MAT DETAIL  
DE. CO. CONSTRUCTION SUPERVISOR: MR. FELDMER  
A 417 W.S.C. PHONE 962-2100 EXT 3968  
M.B.T. ENGINEER: M.R.D. SKINNER - 11780 NEWMAN  
LIVONIA - PHONE 424-7950  
M.B.T. CONTROL FOREMAN - PHOENIX 425-9970  
SERVICE ENTRANCE DETAIL - C.S.D. 05-22 DETAIL "C"  
WORK ORDER - 367B13117

Title Block

DR. U-30010  
W.G. 367B1317  
START 5-17-71  
FINISH 5-17-71  
LABOR D.E.C.D.  
FOREMAN B. Bowman  
NOTES " "  
SUPERVISOR Feldmer  
Records Jarmen

REVISION	DATE	BY	APPROVED
AS INSTALLED IN FIELD			
JOB COMPLETE			
SKAUNING GAS LOCATIONS			
See Drawing WU2-4-2325			
WU2-4-2306			
WU2-4-2597A+B			
DATE	BY	APPROVED	
4-11-71			
4-18-71			
4-25-71			
STATION	DEER CREEK PARK APT. PHASE III		
	NE 1/4 OF SECT. 1		
	CANTON TWP		
	WAYNE CO		
	MICH		
SCALE	1" = 30'		
PROJECT NO.	U-30010		
SHEET	1 OF 1		

M.B.T. Job # 2036

Direct Buried System

DIST. CIV. #8178 Florida  
13.2 KV

PLUM'S RECORD  
CANTON TWP  
(NOTIFICATION ONLY)

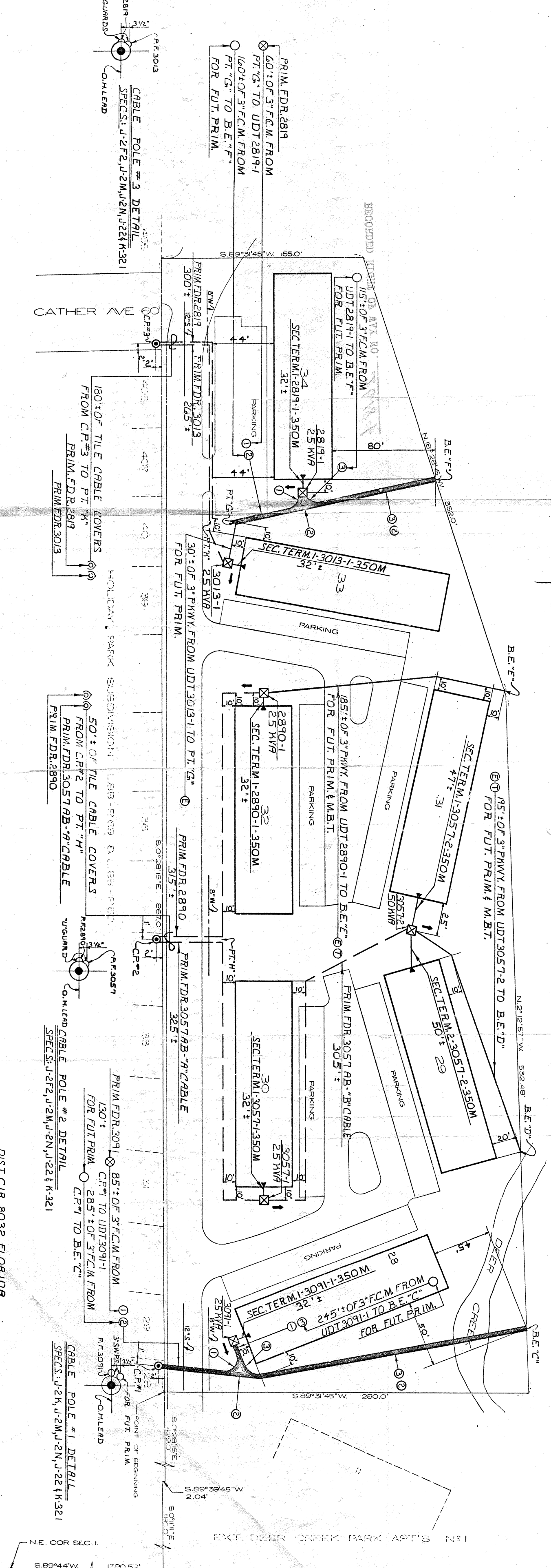
THE DETROIT EDISON COMPANY

U-30010

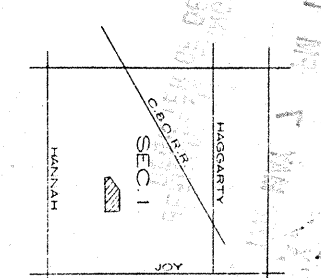
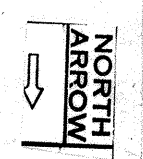
L17891 PA 59  
L173477A808

L17891 PA 60  
L173477A809

L17891 PA 61  
L173477A810



*Handwritten notes:*  
ON STA 80 TIE TO CENTERLINE  
28102



REVISION	DATE	BY	CHKD	APP'D	DESCRIPTION
D					
C					
B					
A					

NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
1	01/15/68	T. J. LADD			DESIGNED
2	02/15/68				APPROVED
3	06/17/68				APPROVED
4	07/07/68				APPROVED

NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
1	01/15/68	T. J. LADD			DESIGNED
2	02/15/68				APPROVED
3	06/17/68				APPROVED
4	07/07/68				APPROVED

DIST. CIR. 8032 FLORIDA  
132 X.V.

DEER CREEK PARK  
APARTMENTS  
PHASE III PART B  
PART OF THE NE 1/4 SEC. 1

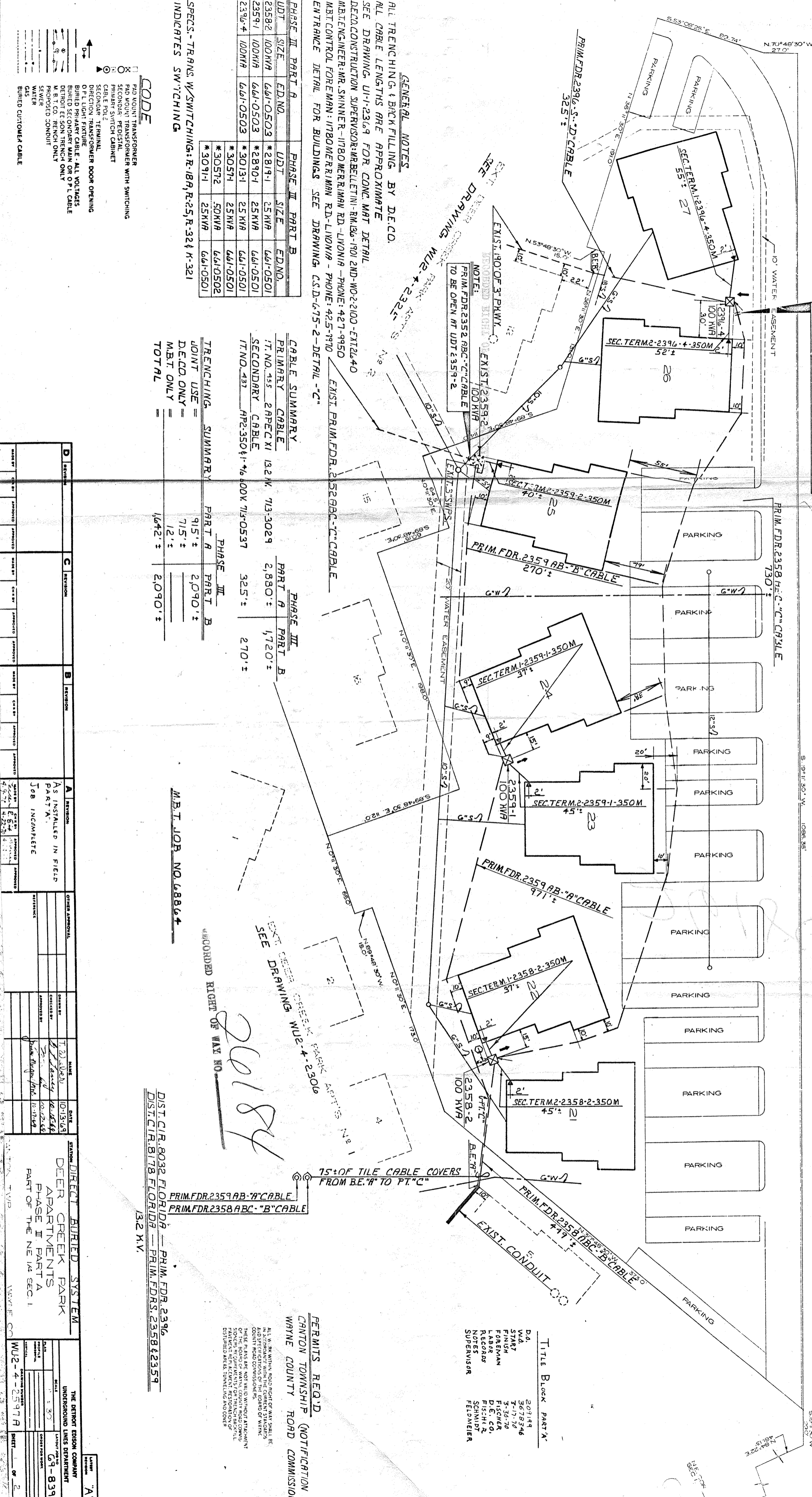
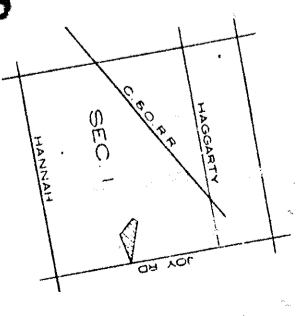
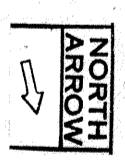
THE DETROIT EDISON COMPANY  
UNDERGROUND LINES DEPARTMENT  
DATE: 1-1-68  
PROJECT NO: 09-839  
SHEET 2 OF 2 SLETS  
WU2-4-2597B

L17347, 805  
L17891 PA 56

L17347, 806  
L17891 PA 57

L17347, 807  
L17891 PA 58

CAN 9-1  
LOCATION MAP



**GENERAL NOTES**

ALL TRENCHING & BACK FILLING BY DECO.  
ALL CABLE LENGTHS ARE APPROXIMATE  
SEE DRAWING U-1-2319 FOR CONC. MAT DETAIL  
DECO CONSTRUCTION SUPERVISOR: HARBELLETINI-RM-96-1901 2ND-WO-2100-EXT2640  
M.B.T. CONTROL FOREMAN: WYBONDERMAN RD-LIVONIA - PHONE: 425-7950  
ENTRANCE DETAIL FOR BUILDINGS SEE DRAWING CSD-6-75-2-DET-TRIL-C

PHASE II PART A	PHASE II PART B	PHASE III PART A	PHASE III PART B					
UDT	SIZE	ED.ND.	UDT	SIZE	ED.ND.	UDT	SIZE	ED.ND.
*23582	100M/A	6.61-0503	*28191	25M/A	6.61-0501			
*23591	100M/A	6.61-0503	*28901	25M/A	6.61-0501			
*23964	100M/A	6.61-0503	*30131	25M/A	6.61-0501			
			*30571	25M/A	6.61-0502			
			*30911	25M/A	6.61-0502			

**CABLE SUMMARY**

PRIMARY CABLE	PART A	PART B	PART III
17. NO. 153	2,880 ±	1,720 ±	
SECONDARY CABLE			
17. NO. 437	482,350 ±	100,715 ±	2,700 ±

**TRENCHING SUMMARY**

JOINT USE	PART A	PART B
D.E.CO. ONLY	915 ±	2,090 ±
M.B.T. ONLY	121 ±	
TOTAL	1,036 ±	2,090 ±

**REVISIONS**

NO.	DATE	BY	DESCRIPTION
1	10/13/01	JOB	AS INSTALLED IN FIELD
2	10/13/01	JOB	JOB INCOMPLETE

**PERMITS REQ'D**

CANTON TOWNSHIP (NOTIFICATION ONLY)  
WAYNE COUNTY ROAD COMMISSIONERS

**DEER CREEK PARK APARTMENTS**  
PHASE III PART A  
PART OF THE NE 1/4 SEC. 1

DATE: 10/13/01  
BY: [Signature]

**PERMITS REQ'D**

CANTON TOWNSHIP (NOTIFICATION ONLY)  
WAYNE COUNTY ROAD COMMISSIONERS

**DEER CREEK PARK APARTMENTS**  
PHASE III PART A  
PART OF THE NE 1/4 SEC. 1

DATE: 10/13/01  
BY: [Signature]

DATE: 10/13/01  
BY: [Signature]

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LI 17281 PA 213

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 23rd day of January, 1970 between Three M Construction Company, a Michigan corporation 942 First National Building, Detroit, Michigan 48226 hereinafter referred to as "DEVELOPER", and 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as "Deer Creek Apartments Phase 3", on land in the Township of Canton, 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:

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I

DEVELOPER AGREES:

1. To provide, 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 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 placed underground may cross but shall not be installed parallel with electric lines within the easements used for electric and communication lines.
5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions 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 trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. 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.

RECORDED FEB 16 1970 BY 1034 O'GLOCK / M  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 24184

8. 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 at 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 therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or subsequent owners and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER or subsequent owners, or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or subsequent owners and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners upon receiving a statement therefor. DEVELOPER or subsequent owners are defined as those developing the land or those owning the land at time damages occur.

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 and 8), their electric and communication facilities in the private easements located in the above described land.

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 the day and year first above written.

In the Presence of:

*Ronald Gold*  
RONALD GOLD  
*Maria Lopez*  
MARIA LOPEZ

Three M Construction Company  
By: *Martin Kopitz*  
By: *Mayer V. Marchantoff*  
MAYER V. MARCHANTOFF

*Mary Lou Stickney*  
Mary Lou Stickney  
*Irene C. Kata*  
IRENE C. KATA

THE DETROIT EDISON COMPANY  
By: *R. Q. Duke*  
R. Q. DUKE, DIRECTOR, MICHIGAN  
Properties and Rights of Way Dept.  
By: *Lillian J. H. Carroll*  
LILLIAN J. H. CARROLL - ASST. SECRETARY

*Karen Guenther*  
KAREN GUENTHER  
*Frances J. Michaels*  
FRANCES J. MICHAELS

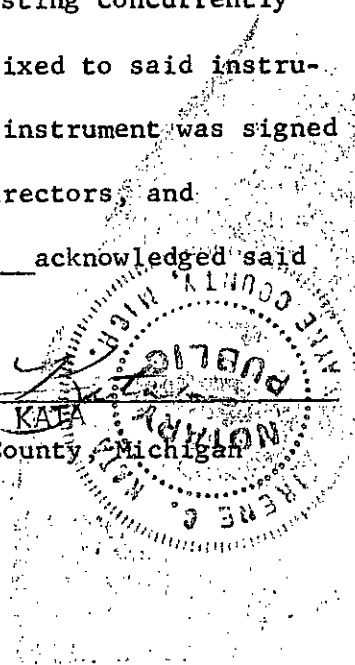
MICHIGAN BELL TELEPHONE COMPANY  
By: *Carl T. Hall*  
CARL T. HALL  
Staff Supervisor, Right of Way  
(Authorized signature)

RECORDED RIGHT OF WAY NO. 24987

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 28th day of January, 1970, 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, Prop. & R/W Dept. and an Assistant 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 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.

Irene C. Kaja  
IRENE C. KAJA  
Notary Public, Wayne County, Michigan



My Commission Expires: June 24, 1972

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 2nd day of February 1970, 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 the 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.

Melford Hartman  
Notary Public, Oakland County, Michigan

MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
Acting in Oakland County  
My Commission Expires Oct. 3, 1971

My Commission Expires: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 36187

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 23 day of January, 1970, before me the subscriber, a Notary Public in and for said County, appeared MARTIN KOPITZ and MAYEL MORGANROTH, to me known, and being by me duly sworn did say they are the PRESIDENT and SECRETARY of THREE M CONSTRUCTION COMPANY, a Michigan 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 MARTIN KOPITZ and MAYEL MORGANROTH acknowledged said instrument to be the free act and deed of said corporation.

Maria Y. Lopez  
MARIA Y. LOPEZ  
Notary Public, WAYNE County, Michigan  
My Commission Expires 9-22-72

APPENDIX "A"

"a"

Land in Canton Twp., Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R 8 E., and described as follows: Commencing at the North 1/4 corner of said Section 1; thence N. 89°44' E. along the North line of said Section, 1393.78 ft. to a point said point being the Northwest corner of Holiday Park Subdivision "Liber 88 of Plats, Pages 69 & 70, W.C.R." said point also being S. 89°44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 1165.00 ft. to a point; thence S. 84°22' W. 481.13 ft. to a point; thence S. 19°11'30" W. 29.00 ft. to a point; said point being the point of beginning of the parcel herein described; thence S. 19°11'30" W. 1086.35 ft. to a point on the Easterly line of proposed Highway 1-275; thence S. 70°48'30" E. 27.00 ft. to a point; thence S. 53°8'25" E. 89.74 ft. to a point; thence N. 36°11'30" E. 191.00 ft. to a point; thence N. 53°48'30" W. 15.00 ft. to a point; thence N. 36°11'30" E. 131.00 ft. to a point; thence N. 89°48'30" E. 114.00 ft. to a point; thence N. 0°11'30" E. 64.50 ft. to a point; thence S. 89°48'30" E. 60.15 ft. to a point; thence N. 0°11'30" E. 198.00 ft. to a point; thence S. 89°48'30" E. 112.00 ft. to a point; thence N. 0°11'30" E. 65.00 ft. to a point thence N. 89°48'30" W. 15.00 ft. to a point; thence N. 0°11'30" E. 173.00 ft. to a point; thence N. 30°48'30" W. 373.00 ft. to the point of beginning. Containing 5.83 Acres of land, more or less.

"b"

Land in Canton Township, Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pages 69 & 70, W.C.R.), said point also being S. 89°44' W. 1390.52 ft. from the N.E. Corner of Sec 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 65.00 ft. to a point; thence along this same line S. 0°11'11" E. 1115.00 ft. to a point; thence S. 89°39'45" W. along a jog in said Holiday Park Subdivision 2.04 ft. to a point; thence S. 0°28'15" E. continuing along the West line of Holiday Park Subdivision No. 2 (Liber 88, Pg. 82 & 83 of Plats. W.C.R.), 429.00 ft. to a point; this point being the point of beginning of described parcel proceeding S. 0°28'15" E. along West line of

RECORDED RIGHT OF WAY NO. 26184



Holiday Park Subdivision No. 2, 867.00 ft.; thence S. 89°31'45" W. 155.00 ft. to a point; thence N. 21°28'15" W. 355.00 ft. to a point; thence N. 1°58'15" W. 360.00 ft. to a point; thence N. 3°19'15" E. 176.09 ft.; thence N. 89°31'45" E. 280.00 ft. to the point of beginning. Containing 5.19 Acres more or less of land.

"c"

Land in Canton Township, Wayne County, Michigan, being part of the N.E. 1/4 of Section 1, T. 2 S., R. 8 E., and described as follows:

Commencing at the North 1/4 corner of said Section 1; thence N. 89°44' E. along the North line of said section line of said Section 1, 1393.78 ft. to a point, said point being the Northwest corner of Holiday Park Subdivision (Liber 88 of Plats, Pgs. 69 & 70, W.C.R.), said point also being S. 89°44' W. 1390.52 ft. from the N.E. corner of said Section 1; thence S. 0°11'11" E. along the West line of said Holiday Park Subdivision 65.00 ft. to a point; thence S. 84°22' W. 481.13 ft. to a point, this line also being the Southerly R.O.W. line of Joy Road; thence S. 19° 11' 30" W. 1115.35 ft. to a point; thence S. 70°48'30" E. 27.00 ft. to a point; thence S. 19°11'30" W. 158.00 ft. to a point, this being the point of beginning of the parcel; thence S. 53° 34'23" E. 252.73 ft. to a point; thence S. 19°11'30" W. 105.00 ft. to a point; thence N. 70°48'30" W. 241.38 ft. to a point; thence N. 19°11'30" E. 179.88 ft. to the point of beginning. Containing .78 Acres more or less of land.

PREPARED BY: Thomas P. Beagen  
2000 Second Avenue  
Detroit, Michigan 48226

RETURN TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

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WAYNE COUNTY MICH.

1970 FEB 16 AM 10 34

BERNARD J. YOUNGBLOOD  
REGISTER OF DEEDS

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Director of Revenue  
8000 Second Avenue - Room 122  
Detroit, Michigan 48226

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