LIBER 1329 FACE 347 Re-Recorded Page 1 of 9

HOPPING CENTER

Name of Project:

Maple Village Shopping Center

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 land located in the <u>City of Ann Arbor</u>, County of <u>Washtenaw</u>
State of Michigan, described in Appendix "A" which is attached hereto and made a part hercof.

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 facilitles 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.
- 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 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.
- 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(s) 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.
- 5a. This Easement Grant shall not include previous easements granted recorded in Liber 1188, Pages 218 through 226, Washtenaw County Records.

This instrument is Re-Recorded to include Drawing No. WU 2-3-1779 to show as supplemental "As installed lines" and facilities as shown on drawing attached hereto "G". RECEIVED

FOR RECORD

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PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTENAW COUNTY, MICH.

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RECORDED RIGHT OF WAY NO.



- 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. 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 !and parcel or parcels.
- 9. When utility lines are installed, this instrument shall be 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(x) (has) known set (its) thanks hand(x) to this /2 day of lovember, 1969.

In the Presence of: MAPLE-JACKSON ASSOCIATES a Michigan Copartnership aumann 23880 Woodward Avenue Edwina/II. Baumann Pleasant Ridge, Michigan 48069 <u>~ ^~ .~</u> Partner Candice Lowe

STATE OF MICHIGAN SS. COUNTY OF Caleband

and seal(x) on this

On this 124 day of Movember, 1969, before me a Notary Public aved Cues partner in and for said County, personally appeared_ doing business as MAPLE-JACKSON ASSOCIATES, a Michigan Copartnership, to me known and who executed the within instrument and acknowledged the same to be his free act and deed for the Copartnership.

Notary Public, Cakland County, Michigan

My Surmay and grade My Commission Expires:

RECORDED RIGHT OF WAY NO. - Kode

LIBER 1325 PAGE 397

LIBER 1329 PAGE 349

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Page 3 of 9

DESCRIPTION

APPENDIX "A"

Beginning at the Northeast corner of Section 25, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan; thence South 1°38' East 1439.12 feet along the East line of said section and the center line of Maple Road; thence South 88°22' West 218.62 feet; thence South 18°42' West 174.41 feet; thence along the arc of a circular curve concave to the North, radius 2546.6 feet subtended by a chord which bears North 71°59'15" West 215.21 feet along the North line of Jackson Avenue; thence North 69°34' West 87.68 feet along the North line of Jackson Avenue; thence North 67°49' West 56.8 feet along the North line of Jackson Avenue; thence North 22°11' East 220.0 feet; thence North 67°49' West 200.0 feet; thence South 22°11' West 220.0 feet; thence North 30°43' West 519.15 feet; thence North 1°38' West 949.30 feet along a line parallel with and 1050 feet Westerly of the east line of the section; thence North 88°53' East 1050.04 feet along the north line of said section to the Place of Beginning, being a part of the Northeast 1/4 of said Section 25 and containing 33.11 acres of land more or less, subject to the rights of the public over the Easterly 33 feet thereof as occupied by Maple Road.

PREPARED BY: Stephen A. McNamee 2000 Second Avenue Detroit, Michigan 48226

COURT MIGHE OF MAY NO. - SOURCE

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12:53 TO Regimeering Coordinator Supervisor 190 lecond - Room 186 Re: Underground Service - Heple Village Shopping Center City of Ann Arbor, Washtensw C.			TIME
	Agreements and Exsenents of to proceed with construction - 724 G.O. John - Ann Arbor Office	Stephen K. McManee/ku	·
		Law Department	

Т

AGREEMENT

THIS AGREEMENT, made this 12th day of Nove 1882, 1969 between
MAPLE-JACKSON ASSOCIATES, a Michigan Copartnership,
23880 Woodward Avenue, Pleasant Ridge, Michigan 48069,
hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corpora-
tion 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",

WITNESSETH:

a shopping center

WIEREAS, DEVELOPER is developing apartments to be known as Maple Village
Shopping Center , on land in the City of Ann Arbor ,
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 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:

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 facilitics 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.
- 8. This Agreement does not include lines previously installed under easements granted October 9, 1965 and recorded in Liber 1188, Pages 218 through 226, Washtenaw County Records.

- 1 -

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May 14 3 02 PM '70

PATRICIA NEWKIRK HARDY WADEL TO COUNTY, MICH. RECORDED RIGHT OF WAY NO. 26561

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:

luno Trumans

CAMPICE LOWE

MAPLE-JACKSON ASSOCIATES

By: 2. Sumuluu

David Auer Partner

.

Storbon A McNamoo

PENE C KATE

KARLIN KHA

Lawl a. Moore

Ву:

MICHIGAN BELL TELEPHONE COMPANY

CARL T. HALL

LILIAN.

THE DETROIT EDIA

R. Q. DUKE, DIF Properties and Rights of

Staff Supervisor, Right of Way

(Authorized signature)

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- 2 -

TO CONTRACT OF HAY NO. ORSC!

DESCRIPTION

STATE OF MICHIGAN

APPENDIX "A"

Beginning at the Northeast corner of Section 25, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan; thence South 1°38' East 1439.12 feet along the East line of said section and the center line of Maple Road; thence South 88°22' West 218.62 feet; thence South 18°42' West 174.41 feet; thence along the arc of a circular curve concave to the North, radius 2546.6 feet subtended by a chord which bears North 71° 59'15" West 215.21 feet along the North line of Jackson Avenue; thence North 69°34' West 87.68 feet along the North line of Jackson Avenue; thence North 67°49' West 56.8 feet along the North line of Jackson Avenue; thence North 22°11' East 220.0 feet; thence North 67°49' West 200.0 feet; thence South 22°11' West 220.0 feet; thence North 30°43' West 519.15 feet; thence North 1°38' West 949.30 feet along a line parallel with and 1050 feet Westerly of the east line of the section; thence North 88°53' East 1050.04 feet along the north line of said section to the Place of Beginning, being a part of the Northeast 1/4 of said Section 25 and containing 33.11 acres of land more or less, subject to the rights of the public over the Easterly 33 feet thereof as occupied by Maple Road.

COUNTY OF Oskland) SS.
On this 12th day of November, 1969, before me a Notary Public in and for said County, personally appeared County
Public in and for said County, personally appeared Laved Cleek
partner doing business as MAPLE-JACKSON ASSOCIATES, a Michigan Copartnership, to
me known and who executed the within instrument and acknowledged the same to be
his free act and deed for the Copartnership.
Notice Motor Public Oakland County, Michigan
My Commission Expires:

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RIGHT
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YAW
NO:
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STATE OF MICHIGAN)					
COUNTY OF WAYNE)	<u> </u>				
On this 19th day of November , 19 69, be	fore 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 instru-					
ment 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	acknowledge 1793id				
instrument to be the free act and deed of said corporation.	21100				
My Commission Expires: June 24, 1972	e County, Michigan				
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND)					
On this 2711/day of 162000 2 1969, bef	ore me the subscriber,				
a Notary Public in and for said County, appeared CAR	L 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 cor-					
poration, by authority of its Board of Directors, and	CARL T. HALL				
acknowledged said instrument to be the free act and deed of	Harlinan				
	and County, Michigan				
Notary Funda, v	D. HARTMAN Volum Coulder, Mich.				
PREPARED BY: Stephen A. McNamee 2000 Second Avenue Detroit, Michigan 48226					

RETURN TO: James C. Wetzel

2000 Second Avenue - Rm. 226 Detroit, Michigan 48226

DE FORM LE -8 5-68 CS

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

May 8, 1970

Maple-Jackson Associates 23880 Woodward Avenue Pleasant Ridge, Michigan 48069

Re: Maple Village Shopping Center

Gentlemen:

We are enclosing berewith a fully executed copy of the Agreement dated November 12, 1969 for the underground electric and communication services for the above named project.

Also enclosed is a copy of the "as installed" drawing number WU2-4-2361.

Very truly yours,

James J. Daskaloff

: 1hd Enclosures

RECORDS CENTER

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CLASSIFIED

RECORDED HIGH OF MAY NO. Suble!

23880 WOODWARD AVENUE PLEASANT RIDGE, MICHIGAN 48069

TELEPHONES 564-5150 - 543-9620 AREA CODE 313

November 14, 1969

Mr. Stephon A. McNamee The Detroit Edison Company 2000 Second Avenue Detroit, Michigan 48228

Dear Mr. McNamee:

Re: Maple Village Shopping Center Ann Arbor, Michigan

Please find enclosed and executed the original and two (2) copies of the Agreement for the Maple Village Shopping Center. Also enclosed is the executed original and one (1) copy of the Easement-Restrictions.

Sincerely,

MAPLE-JACKSON ASSOCIATES

Edwina J. Baumann

EJB/cl Enclosures RECORDED RIGHT OF WAY NO. - - Xu3u

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT . MICHIGAN 48228

August 19, 1969

Maple-Jackson Associates 23880 Woodward Avenue Pleasant Ridge, Michigan 48069

Re: Maple Village Shopping Center

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 the 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.

Your attention is called to Paragraph No. of this Agreement whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you but any contractors working for you exercise due care to avoid any damage.

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:

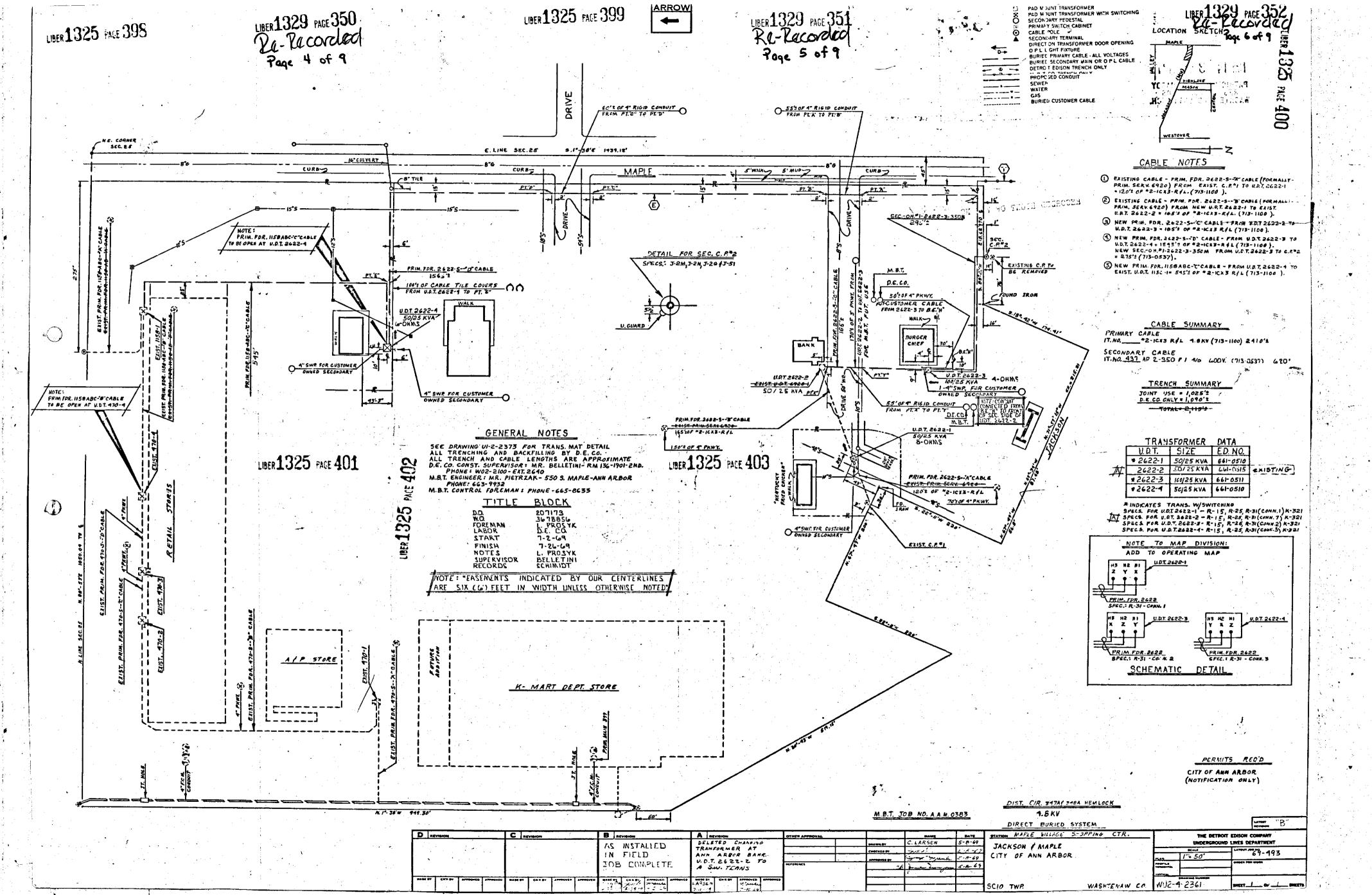
Stephen A. McNamee, Staff Attorney (Phone - 962-2100, Extension 2226) 2000 Second Avenue, Detroit, Michigan 48226.

Very₁truly yours

Stephen A. McNamae

Staff Attorney

SAMcN: kw Enclosures RECORDED RIGHT OF WAY NO. - X636



1330 A 15 15 Tu. Ac. PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTENAY COUNTY, HICH! ម្រាស់ស្រាស់ស្រាស់ ខ្លាំង 4 . CV P. K O FRANCISCO OF TOOM FOR BOTH PARTICIPATIONS THE SAND THE STATE OF STATE OF STATE OF THE PROPERTY OF MICH. (2) (2) (1) 等等以通知的基础的。 禁止的过去式和过去分词。 BARTANIA - MAIN SENSO PARA MINING ARABAH - DIN ARAS 🛱 RECORDED RIGHT OF WAY NO. 2636, 化乳桂基 图 化双流 化氯苯化氯酚 人名格克比 指动工作系统 解心人 医复数性 化聚基氯基酚 医电流 医皮肤病 电压电流 医抗性毒性 医皮肤 া । ই ে ১০ কেইছা লেখালে নিভিন্ন প্ৰেটি স্পাহ্ন প্ৰাক্তি 森西島は「新聞」とは前身を表現し、およ時代 「Milyonia」を含まれて、元とよりにより、おおば BOT BUT DURY TANGE WAS BUBBAN PERCENTAGE FOR THE WAS \$12. · () 1587、大学自由,范围大路中海发展的创新型品的 "这位"是由,"严格"。 MOR. CAY