

Sub 2162  
Page 511-596

2121  
534-032

26362

APARTMENTS

Name of Project:

Disco Estates

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 Township of Shelby, 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 and communication facilities 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.

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 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.

RECORDING RIGHT OF WAY NO. 26362

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 not 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.

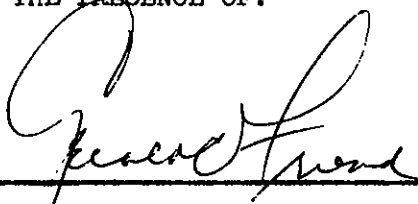
10. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors 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.

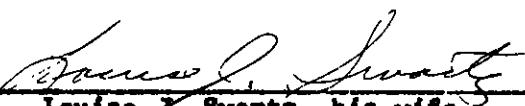
IN WITNESS WHEREOF, the Grantor(s) have set (its) (their) hand(s) and seal(s) on this 25th day of June, 1970.

IN THE PRESENCE OF:

  
\_\_\_\_\_  
GERALD C. FRIEND

  
\_\_\_\_\_  
Daniel T. Swartz

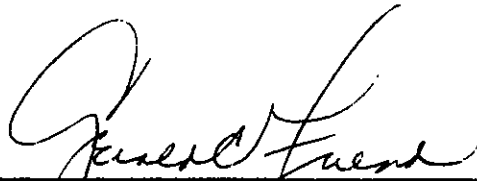
  
\_\_\_\_\_  
EILEEN M. FOSTER

  
\_\_\_\_\_  
Louise J. Swartz, his wife  
8100 Twenty-Four Mile Road  
Utica, Michigan

RECORDED  
116345

On this 25<sup>th</sup> day of JUNE, 1970, before me, the subscriber, a Notary Public in and for said County, personally appeared Daniel T. Swartz and Louise J. Swartz, a man and 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 ofr the intents and purposes therein mentioned.

My commission expires: 5-25-73

  
Notary Public GERALD C. FRIEND  
MACOMB County, Michigan

APPENDIX "A"

Lot 37 of Supervisors Plat of Disco, A Subdivision of parts of S.W. 1/4 of Section 10, S.E. 1/4 of Section 9, N.E. 1/4 of Section 16, N.W. 1/4 of Section 15, T3N, R12E, Shelby Township, Macomb County, Michigan as recorded on Liber 17 Page 12, Macomb County Records.

10347

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

TO Engineering Coordinator Supervisor 628 G.O. 7-9-70 TIME \_\_\_\_\_

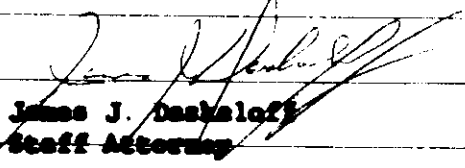
RE: Underground service - Disco Estates, Shelby Township, Macomb County

Agreements and easements obtained by Bell, OK to proceed with construction

COPIES TO Y. J. Andres 710 GO

Mr. Jackson - Macomb Service Center Mt. Clemens

SIGNED



James J. Daskaloff  
Staff Attorney

REPORT File

DATE RETURNED \_\_\_\_\_

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

# THE DETROIT EDISON COMPANY

East Division

Division Office  
162 South Gratiot Avenue  
Mt. Clemens, Michigan 48043

EAN SWARTZ  
% UTICA HOME IMPROVEMENT INC.  
8100 24 MILE RD.  
UTICA, MICHIGAN 48087

Re: DISCO ESTATES  
SHELBY TOWNSHIP  
UTICA, MICH.

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 \$ 1012.50 based on 750 estimated trench feet at the rate of \$ 1.35 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 3-10-70. Upon completion, field measurements may require an adjustment in this cost figure.

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, employes, 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.

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

Very truly yours,

*Richard V. Jackman*  
Service Planner  
East Division

ACCEPTED

*Daniel Schwartz*

Date: 3-10-1970

RECORDS CENTER  
JUL 20 1970  
CLEANED

*34368*

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 25<sup>th</sup> day of June, 1970, between Daniel T. Swartz and Louise J. Swartz, A Man and Wife,  
8100 Twenty-Four Mile Road, Utica, Michigan 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 Disco  
Estates, on land in the Township of  
Shelby, 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 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 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 RIGHT OF WAY NO. 15

7. 30. 70

37

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:

*Gerald E. Friend*  
 GERALD E. FRIEND

*Eileen M. Foster*  
 EILEEN M. FOSTER

*Daniel T. Swartz*  
 Daniel T. Swartz

*Louise J. Swartz*  
 Louise J. Swartz, his wife

(Please type or print names under signature)

*Mary Lou Stickney*  
 Mary Lou Stickney

*Irene C. Kata*  
 IRENE C. KATA

*Marsha Pavelka*  
 MARSHA PAVELKA

*Karen Guenther*  
 KAREN GUENTHER

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

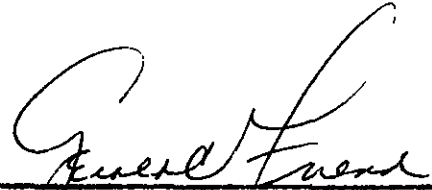
MICHIGAN BELL TELEPHONE COMPANY

BY: *Carl T. Hall*  
 CARL T. HALL  
 Staff Supervisor, Right of Way  
 (Authorized signature)

RECORDED  
 12-10-54  
 165-3443

On this 25<sup>th</sup> day of JUNE, 1970, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
Daniel T. Swartz and Louise J. Swartz, a man and 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: 5-25-73

  
Notary Public GERALD C. FRIEND  
MACOMB County, Michigan

APPENDIX "A"

Lot 37 of Supervisors Plat of Disco, A Subdivision of parts of S.W. 1/4 of  
section 10, S.E. 1/4 of Section 9, N.E. 1/4 of Section 16, N.W. 1/4 of Section  
15, T3N, R12E, Shelby Township, Macomb County, Michigan as recorded on Liber 17  
Page 12, Macomb County Records.



STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

On this 13th day of July, 1970, 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. 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 the 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: June 24, 1972

Irene C. Kata  
Notary Public **IRENE C. KATA**

Wayne County, Michigan

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF OAKLAND )

On this 7th day of July, 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 Staff  
Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY,  
a Michigan Corporation, and that the 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

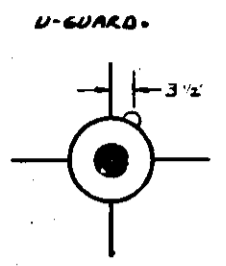
\_\_\_\_\_ County, Mich.

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

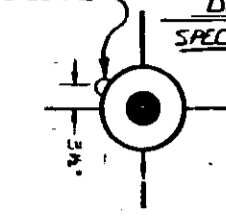
RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF WAYNE COUNTY, MICHIGAN, JULY 20, 1970. 216-348



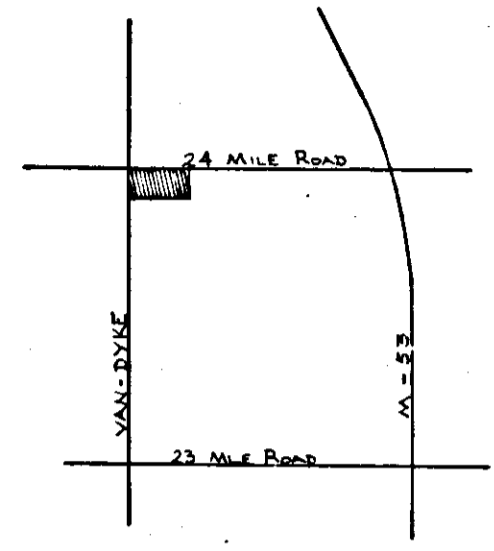
DETAIL C.P.#1  
SPECS-K321,J2F2,J21



DETAIL C.P.#2  
SPECS-K321,J2F2,J21



- CODE**
- PAD ADJUT TRANSFORMER
  - PAD ADJUT TRANSFORMER WITH SWITCHING
  - SEC. NDARY PEDESTAL
  - PRIMARY SWITCH CABINET
  - CAS E POLE
  - SEC. NDARY TERMINAL
  - DISTRIBUTION TRANSFORMER DOOR OPENING
  - O.P. LIGHT FIXTURE
  - BU-FED PRIMARY CABLE - ALL VOLTAGES
  - BU-FED SECONDARY MAIN OR O.P.L. CABLE
  - JET-OIT EDISON TRENCH ONLY
  - M.T. CO. TRENCH ONLY
  - PROPOSED CONDUIT
  - SF: ER
  - WA: ER
  - CA: ER
  - BU-FED CUSTOMER CABLE



UG SBY 41-2

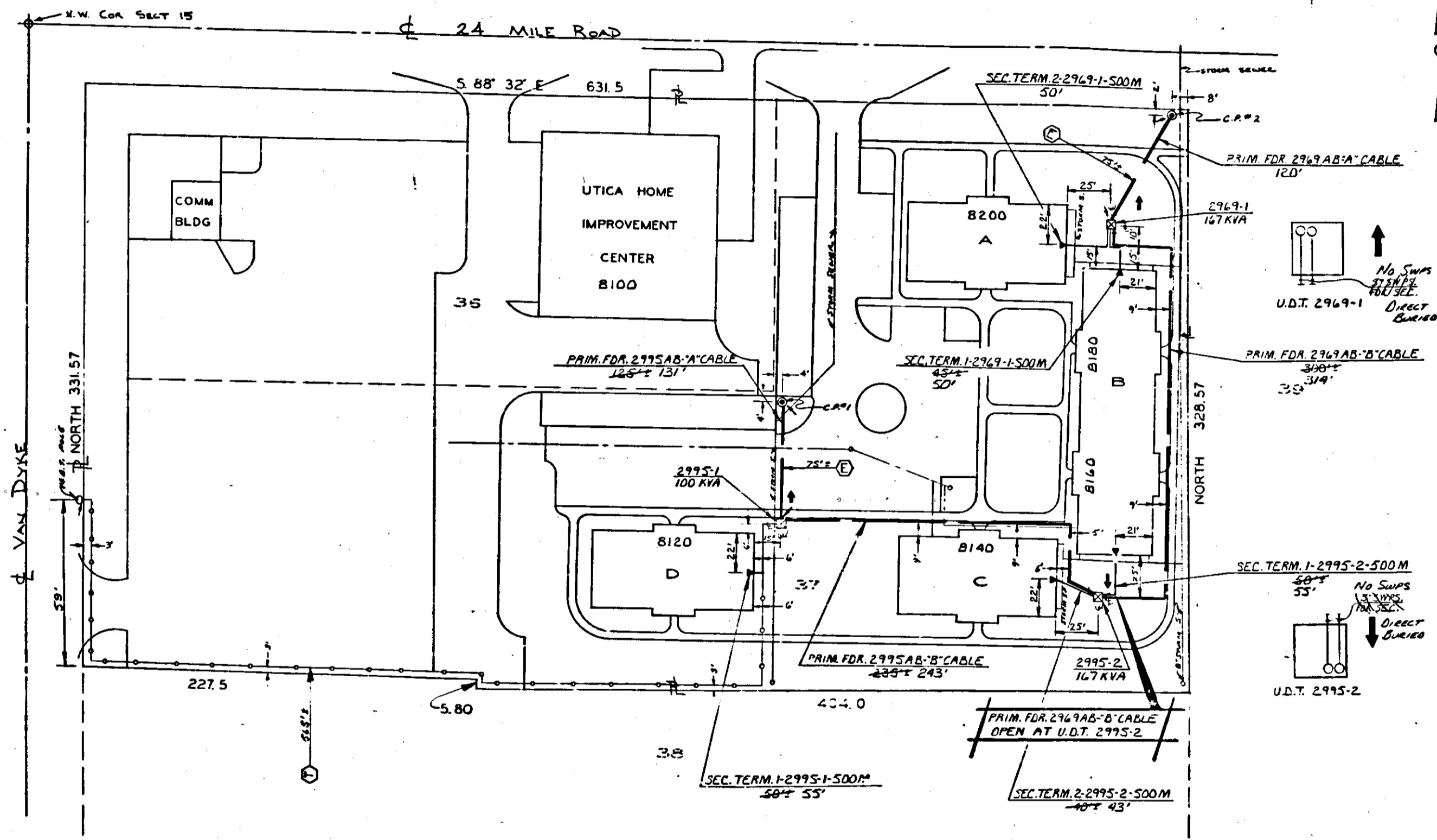
**TITLE BLOCK**

D.D. 210739  
 W.D. 3278423  
 FOREMAN KLIMBAL  
 START 11-3-70  
 FINISH 11-6-70  
 LABOR D.E.CO.  
 NOTES KLIMBAL  
 SUPERVISOR DAVIS  
 RECORDS SZOSTEK

**NOTES**

1. D.E.CO. TO DO ALL TRENCHING & BACKFILLING.
2. ALL TRENCH & CABLE LENGTHS ARE APPROXIMATE.
3. FOR ENTRANCE POINT METHOD SEE CSD 475-2 DET. C.
4. FOR TRENCHING DETAILS SEE SPECS K-10-JU DET. B FOR PRIMARY & R-10-JU DET. A FOR SECONDARY.
5. D.E.CO. SERVICE PLANNER: R. JACKMAN, 162 S. GRATIOT, MT. CLEMENS. PHONE-463-1511 EXT. 269.
6. D.E.CO. CONSTRUCTION SUPERVISOR: T. DAVIS, 1901 SECOND AVE. RM. 136, DETROIT. PHONE-962-2100 EXT 3018.
7. M.B.T. PLANT ENGINEER: C. SEELEY, 133 S. GRATIOT, MT. CLEMENS. PHONE-463-9600.
8. CONTACT CONSUMERS POWER COMPANY PRIOR TO CONSTRUCTION FOR GAS MAIN LOCATIONS. PHONE-777-1000 EXT 357.
9. M.B.T. CONSTRUCTION SUPERVISOR: E. DIKEMAN-468-7936.

CALL JIM CLARK BEFORE ORDERING TRANSFORMERS. EXT. 52067



**TRANSFORMER DATA**

| U.D.T. NO. | SIZE    | ED. STR. NO. |
|------------|---------|--------------|
| 2969-1     | 167 KVA | 661-0504     |
| 2995-1     | 100 KVA | 661-0503     |
| 2995-2     | 167 KVA | 661-0509     |

\* INDICATE SWITCHING TRANS.  
 FOR TRANS PAD SEE DWG. UH-2367  
**TRANS SPECS-**  
 100 KVA TRANS-K321, R18-R25  
 167 KVA TRANS-K321, R18-L1, L2  
 USE UND 1200 TYPE 201 FUSES

**TRENCH SUMMARY**

|              |                      |
|--------------|----------------------|
| JOINT USE    | 620' ± 633'          |
| D.E. ONLY    | 150' ± 113'          |
| M.B.T. ONLY  | 545' ± 165'          |
| <b>TOTAL</b> | <b>1315' ± 1361'</b> |

**CABLE SUMMARY**

|          |   |
|----------|---|
| ITEM NO. | #2 APEC X1 13.2 KV 713-3029-780 ± 808'  |
| ITEM NO. | AP2-500 ± 132 600 X 713-0560-235 ± 253' |

**PERMITS REQUIRED**

SHELBY TOWNSHIP  
(NOTIFICATION ONLY)

T.D. W.D. #3278423  
M.B.T. JOB #6124

DIST. CIRC. 8090 DISCO 13.2 KV  
ALL ELECTRIC APTS.

EASEMENTS INDICATED BY OUR CENTER LINES ARE 10' SIX FEET IN WIDTH UNLESS OTHERWISE NOTED

| D | C | B | A  | OTHER APPROVAL | DATE | BY | NAME       | STATION | PROJECT                                   | THE DETROIT EDISON COMPANY   |
|---|---|---|--|----------------|------|----|------------|---------|---|------------------------------|
|   |   |   | REVISED TO SHOW AS INSTALLED JOB COMPLETE. |                |      |    | J. ANTHONY |         | DISCO ESTATES                             | UNDERGROUND LINES DEPARTMENT |
|   |   |   |  |                |      |    | Edmond     |         | PART OF N.W. 1/4 SECTION 15               |                              |
|   |   |   |  |                |      |    |            |         | LOTS 36 & 37 OF SUPERVISORS FLAT OF DISCO |                              |
|   |   |   |  |                |      |    |            |         | L17 P12                                   |                              |
|   |   |   |  |                |      |    |            |         | SHELBY TWP. MACOMB CO.                    | 112-4-2728                   |

SBY 41-2



RECORDED RIGHT OF WAY NO. 26362

2  
K  
H  
S  
10