

A109623

AGREEMENT - EASEMENT - RESTRICTIONS

A 72173

This instrument made this 29th day of June, 1971, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL".

WITNESSETH:

WHEREAS, Owners are erecting apartments known as Clover Apartments, on land in the City of Mt. Clemens, County of Macomb, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and reimbursement shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.

(5) Easements herein granted are subject to the following restrictions:

a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.

RECORDED IN MACOMB COUNTY RECORDS AT: 12:56 P.M. JUL 26 1971

Edna Miller CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY RECORDS AT: 11:59 A.M. MAR - 3 1972

Edna Miller CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4.

RECORDED RIGHT OF WAY NO. 26877

d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.

e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.

f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.

g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.

h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of 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 on the day and year first above written.

IN THE PRESENCE OF:

THE DETROIT EDISON COMPANY

Hazel L. Brandau
Hazel L. Brandau

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

Irene C. Kata
IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka
MARSHA PAVELKA

By Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized Signature)

Karen Guenther
KAREN GUENTHER

Clover Construction Company
A Michigan Corporation
41351 Clairpoint Drive
Mt. Clemens, Michigan

Verne E. Jones
VERNE E. JONES

By James W. Ehlich
James W. Ehlich, President

Melford Hartman
MELFORD HARTMAN

By Peter P. Ehlich
Peter P. Ehlich, Vice President

RECORDED RIGHT OF WAY NO. 26877

State of Michigan

County of Macomb

On this 29th day of June, 1971, before me appeared

James W. Ehlich and Peter P. Ehlich

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President

of Clover Construction Company, a corporation created and existing

under the laws of the State of Michigan and that the said instrument was signed

and sealed in behalf of said corporation by authority of its Board of Directors

and the said James W. Ehlich and Peter P. Ehlich

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

corporation.

My commission expires: _____

Melford Hartman
Notary Public

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

APPENDIX "A"

Part of Lot 7 "Assessor's Plat No. 27" of the City of Mount Clemens, Macomb County, Michigan, as recorded in Liber 13 Page 46 Macomb County Records, and being more particularly described as follows:

Commencing at a point 70.0 feet N. 63° 55' W. of the Southeasterly corner of said Lot 7 and thence extending N. 63° 55' W. 154.0 feet along the Northerly Right of Way line of South River Road (66' wide); thence N. 3° 10' E. 164.10 feet; thence N. 86° 41' 40" W. 10.0 feet; thence N. 3° 10' E. 135.0 feet; thence S. 87° 04' E. 132.56 feet along the Southerly Right of Way line of Don Street (50' wide); thence S. 30° 10' 47" E. 156.33 feet; thence S. 19° 05' W. 243.0 feet to the point of beginning. Reserving easement of record.

RECORDED RIGHT OF WAY NO. 36877

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 12th day of July, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, RE & 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 W. C. Arnold 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
Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 30th day of June, 1971, 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

26877

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

*CLOVER CONSTRUCTION CO.
4351 CLAREMONT DRIVE
DETROIT, MICHIGAN*

Date:

Re: *CLOVER APARTMENTS ATTACHMENTS APPROVE*

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 feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on _____.

The total cost to you for said electric line installation is \$ 470.90 based on 235 trench feet or _____ lot front feet calculated at rates as filed with the Michigan Public Service Commission and as shown in our current Rate Book for this type of development. We will require full payment of these charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

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 assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

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

ACCEPTED: J.W. EHLICH.
Name J.W. Ehllich
Title Gen. Conv. Com. C.
Date Oct 14-71

Very truly yours,
E. Miller
Service Planner

RECORDED
INDEXED
OCT 17 1971
NO. 26877

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

TO Eng. Coordinator Supervisor - H-250 W.S.C DATE 7-8-71 TIME _____

Re: UNDERGROUND SEWERAGE - Clover Apts. - Mt. Clemens - Macomb County

~~Agreement-easement-restrictions~~ obtained. OK to proceed with construction

COPIES TO M. Stockman - Mt. Clemens Office

SIGNED *P.A.M.*
P. A. Marquardt
Law Department

REPORT _____

DATE RETURNED _____ TIME _____

SIGNED _____

RECORDED
INDEXED
JUL 12 1971
2 0517

AGREEMENT - EASEMENT - RESTRICTIONS

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W I T N E S S E T H :

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RECORDED RIGHT OF WAY NO. 26875

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

THE DETROIT EDISON COMPANY

Hazel L. Brandau
Hazel L. Brandau

Irene C. Kafa
IRENE C. KAFA

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka
MARSHA PAVELKA

Karen Guenther
KAREN GUENTHER

By Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized Signature)

Clover Construction Company
A Michigan Corporation
41351 Clairpoint Drive
Mt. Clemens, Michigan

Verne E. Jones
VERNE E. JONES

Melford Hartman
MELFORD HARTMAN

By James W. Ehlich
James W. Ehlich, President
By Peter P. Ehlich
Peter P. Ehlich, Vice President

RECORDED RIGHT OF WAY NO. 26817

State of Michigan

County of Macomb

On this 24th day of June, 1971, before me appeared

James W. Ehlich and Peter P. Ehlich

to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President

of Clover Construction Company, a corporation created and existing

under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors

and the said James W. Ehlich and Peter P. Ehlich

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

corporation.

My commission expires: _____

Melford Hartman
Notary Public

_____ County, Michigan

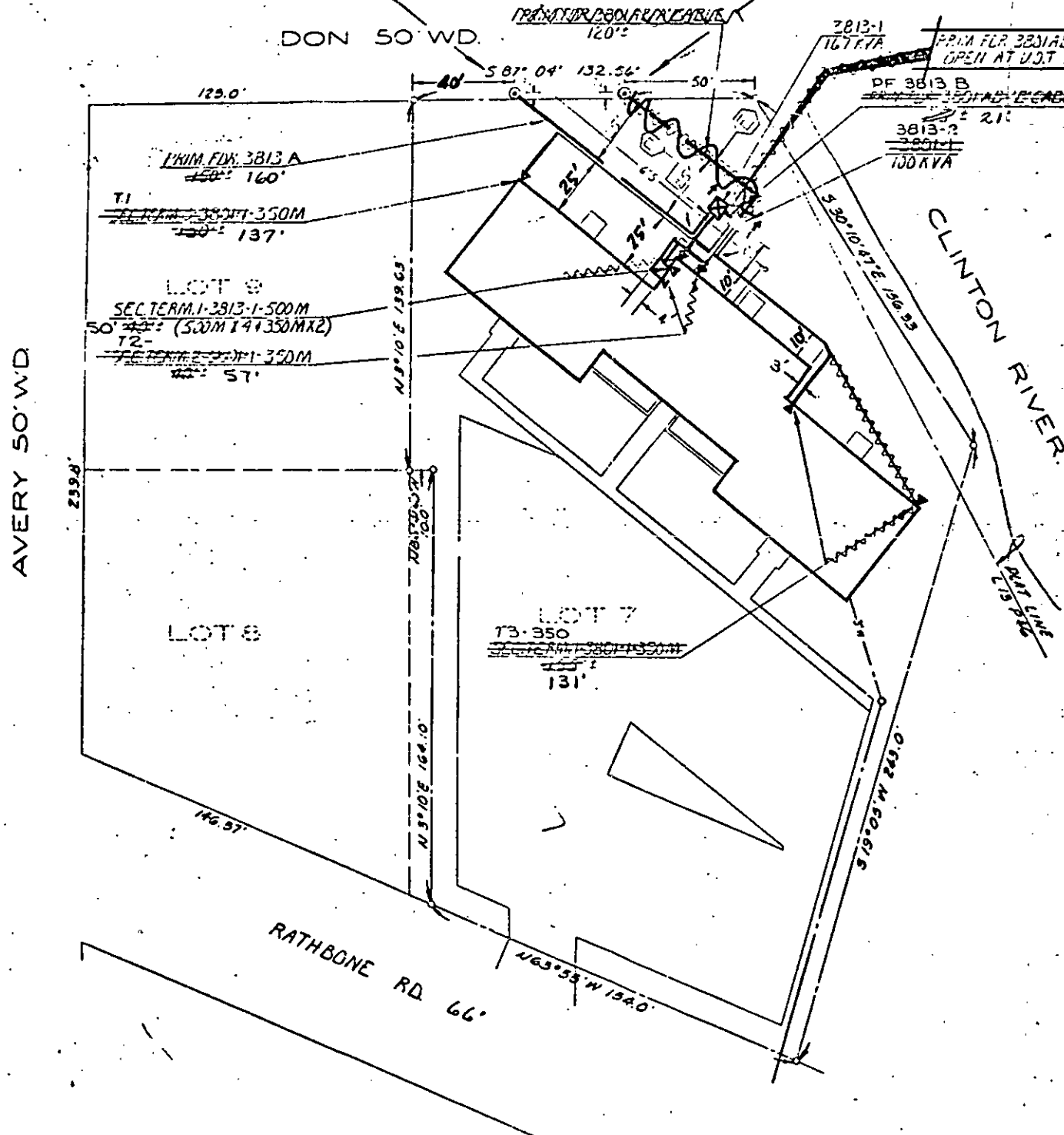
MELFORD HARTMAN
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 3, 1971

APPENDIX "A"

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RECORDED RIGHT OF WAY NO. 26877



CODE

- PAD MOUNT TRANSFORMER
- SECONDARY TRANSFORMER DEAD FRONT
- PAD MOUNT TRANSFORMER WITH SWITCHING
- SECONDARY PEDESTAL
- PRIMARY SWITCH CABINET
- CABLE POLE
- SECONDARY TERMINAL
- DIRECTION TRANSFORMER DOOR OPENING
- O P L LIGHT FIXTURE
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY MAIN OR O P L CABLE
- DETROIT EDISON TRENCH ONLY
- M. B. T. CO. TRENCH ONLY
- PROPOSED CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE

EASEMENTS INDICATED BY OUR CENTERLINES ARE (6) SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

TRANSFORMER DATA

TRANSFORMER NO.	VOLTS	KVA	DATE
3813-2	100	100	6-21-73
3813-1	16	16	6-21-73

TRANS. SPECS. - K321, R21

NOTES

1. D.E.CO. TO DO TRENCHING.
2. SEE U.S.D. 615-2 DET. 2 FOR ENTRANCE POINT METHOD.
3. D.E.CO. SERVICE PLANNER: E. MILES - 463-1511 EXT. 355.
4. D.E.CO. CONST. SUPERVISOR: T. DAVIS - 462-2103 EXT. 3018.
5. M.B.T. PLANT ENGINEER: B. DE ROSE - 463-0712.
6. M.B.T. CONTROL FOREMAN: B. FEIDLER - 468-4437.
7. CALL 777-1000 EXT. 357 FOR GAS MAIN STAKING.
8. SEE DRAWING FOR TRANS. MAT DETAILS. UI-1-2369

DO. 211622
 W.O. 36789437
 START 10-19-71
 FINISH 10-20-71
 FORE: R. KLIMBOL
 SUPER: T. DAVIS
 NOTES: A. JINKS

TRENCH SUMMARY

JOINT USE	359'
D.E. ONLY	359'
M.B.T. ONLY	359'
TOTAL	359'

CABLE SUMMARY

ITEM NO.	#2 PCL X 13.2 KV	713-3027	181'
ITEM NO.	2-530 #1-350 600V	713-0560	100'
ITEM NO.	AP2-350 #1-1/2 600V	713-0537	325'

PERMITS REQUIRED
 CITY OF MT. CLEMENS

WORK ORDER # 36789437
 M.B.T. JOB # 5093

ELECTRIC HEAT

DIST. CIRC. 306 MT. CLEMENS 13.2 KV. THRU 150-UP

REVISION	REVISION	REVISION	REVISION	OTHER APPROVAL	NAME	DATE	STATION	THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT
D REVISED TO SHOW RIGHT JOINT IN TRENCH	C REVISED TO SHOW AS INSTALLED.	B REMOVED PF3801 A,B CABLES CHANGED TERM. ENTRANCE POINTS OF T1 OF 3813-1 & TERM 2,3 OF 3813-2, CHANGE TERM 3 OF 3813-2 TO T1. INCL. C.P. TRANS. INCLINATION	A CORRECTED PRIM. FDR. TAG.				CLANTON TWP	SCALE: 1"=50' LAYOUT NO. 70-754 ORDER FOR WORK DRAWING NUMBER SHEET 1 of 1 SHEETS
MADE BY: J. J. [unclear] CHK BY: [unclear] APPROVED: [unclear]	MADE BY: [unclear] CHK BY: [unclear] APPROVED: [unclear]	MADE BY: [unclear] CHK BY: [unclear] APPROVED: [unclear]	MADE BY: [unclear] CHK BY: [unclear] APPROVED: [unclear]				MACOMB CO	

RECORDED RIGHT OF WAY NO. 26877