

MILDRED JOHNSON  
REGISTER OF DEEDS  
LAPEER COUNTY, MICHIGAN

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 7<sup>th</sup> day of August, 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".

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as Village West #4 Townhouses, on land in the City of Lapeer County of Lapeer, 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.

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

RECEIVED FOR RECORD

1972 FEB 10 AM 11:37

MILDRED JOHNSON  
REGISTER OF DEEDS  
LAPEER COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 29034

RECORDS CENTER

RECEIVED APR 13 '72  
TICKLER MADE  
CLASSIFIED

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:

Hazel L. Brandau  
Hazel L. Brandau

Irene C. Kata  
IRENE C. KATA

THE DETROIT EDISON COMPANY

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 Phillip G. Hilzinger  
Phillip G. Hilzinger Area Engineer  
~~Staff Supervisor, Right of Way~~  
(Authorized Signature)

Village West Apartments No. 4  
A Michigan Limited Partnership  
2505 Townhill Drive  
Troy, Michigan

By Paul F. Barth  
Paul F. Barth, General Partner

Leon H. Kohls  
LEON H. KOHLS

Jennifer L. Gaines  
JENNIFER L. GAINES

RECORDED RIGHT OF WAY NO. 27034

State of Michigan

County of Lapeer

On this 7th day of August, 1971, before me, a Notary Public,  
personally appeared Paul F. Barth

to me personally known, who being by me duly sworn, did respectively say that  
he (is, ~~was~~) (a) member (~~is~~) of the partnership known as

Village West Apartments No. 4, a Michigan Co-partnership which

executed the within instrument and that he acknowledged said instrument  
to be the free act and deed of the said partnership.

My commission expires: 4/5/75

Joan K. Barth  
Notary Public

JOAN K. BARTH

Oakland County, Michigan

## APPENDIX "A"

A parcel of land in the NE 1/4 of Section 6, T7N, R10E, City of Lapeer, Lapeer County, Michigan; being more particularly described as beginning at a point on the N and S 1/4 line of said section which is S. 1° 11' W. along said 1/4 line a distance of 1344.10 ft. from the N. 1/4 corner of said Section 6; thence N. 89° 03' 37" E. 1255.15 ft.; thence S. 0° 05' W. 658.04 ft.; thence S. 89° 00' W. 1201.85 ft.; thence on a curve to the left with radius of 250.91 ft., chord bearing and distance of N 14° 49' 40" W. 138.41 ft.; thence on a curve to the right, with radius of 182.84 ft., chord bearing and distance of N. 14° 49' 40" W. 100.87 ft. to the N and S 1/4 line of said section; thence N. 1° 11' E. along said 1/4 line a distance of 427.20 ft. to the place of beginning, containing 18.89 acres of land, more or less.

On this 19th day of August, 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 IRENE C. KATA  
Wayne County, Michigan

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF OAKLAND )

On this 12th day of August, 1971, before me the  
subscriber, a Notary Public in and for said County, appeared Phillip G. Hilzinger  
to me personally known, who being by me duly sworn, did say that he is Area  
Engineer, 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 Phillip G. Hilzinger  
acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: \_\_\_\_\_

Melford Hartman  
Notary Public  
\_\_\_\_\_ County, Michigan

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

**MEMORANDUM ORDER**

FOR GENERAL USE  
DE FORM MS 77 12-53

TO: Engineering Coordinator Supervisors

DATE 8-17-71

TIME \_\_\_\_\_

BY: BH - Room 250 W.S.C.

RE: Underground Service - Village West #4 Townhouses - Lapeer, Lapeer Cty.

Agreements and Easements obtained by Bell - OK to proceed with  
constructions.

COPIES TO: J. Turner - Lapeer Office

SIGNED

*P.A.M.*  
Peter A. Marquardt  
Law Department: mmt

REPORT File

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

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*Lapeer Twp.  
Sec 6  
NE 1/4 of (18.89A)  
(Village West #4  
Townhouses)*

RECORDED RIGHT OF WAY NO. 27034

RECORDS CENTER

RECEIVED AUG 31 71

TICKLER MADE

CLASSIFIED



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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

By W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.

Irene C. Kata  
IRENE C. KATA

By Lillian J. H. Carroll  
LILLIAN J. H. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka  
MARSHA PAVELKA

By Phillip G. Hilzinger  
Phillip G. Hilzinger Area Engineer  
~~STAFF SUPERVISOR, RIGHTS OF WAY~~  
(Authorized Signature)

Karen Guenther  
KAREN GUENTHER

Village West Apartments No. 4  
A Michigan Limited Partnership  
2505 Townhill Drive  
Troy, Michigan

Leon H. Kohls  
LEON H. KOHLS

By Paul F. Barth  
Paul F. Barth, General Partner

Jennifer L. Gaines  
JENNIFER L. GAINES

RECORDED RIGHT OF WAY NO. 27514

State of Michigan

County of Lapeer

On this 7th day of August, 19 71, before me, a Notary Public, personally appeared Paul F. Barth

to me personally known, who being by me duly sworn, did respectively say that he (is, ~~was~~ a) member (~~was~~) of the partnership known as

Village West Apartments No. 4, a Michigan Co-partnership which

executed the within instrument and that he acknowledged said instrument to be the free act and deed of the said partnership.

My commission expires: 4/5/75

Joan K. Barth  
Notary Public

**JOAN K. BARTH**

Oakland County, Michigan

APPENDIX "A"

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RECORDED RIGHT OF WAY NO. 87084

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

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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 IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

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My commission expires: \_\_\_\_\_

Melford Hartman  
Notary Public

\_\_\_\_\_  
County, Michigan

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

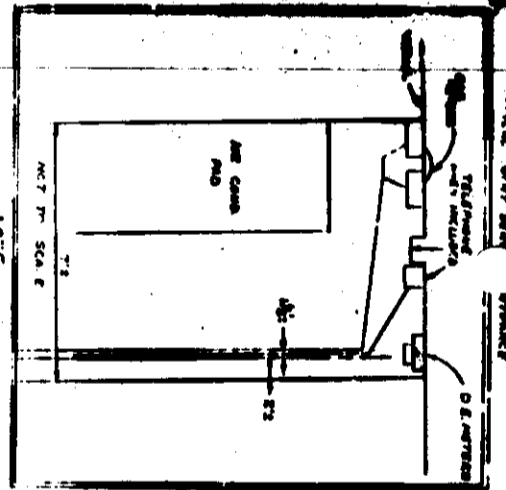
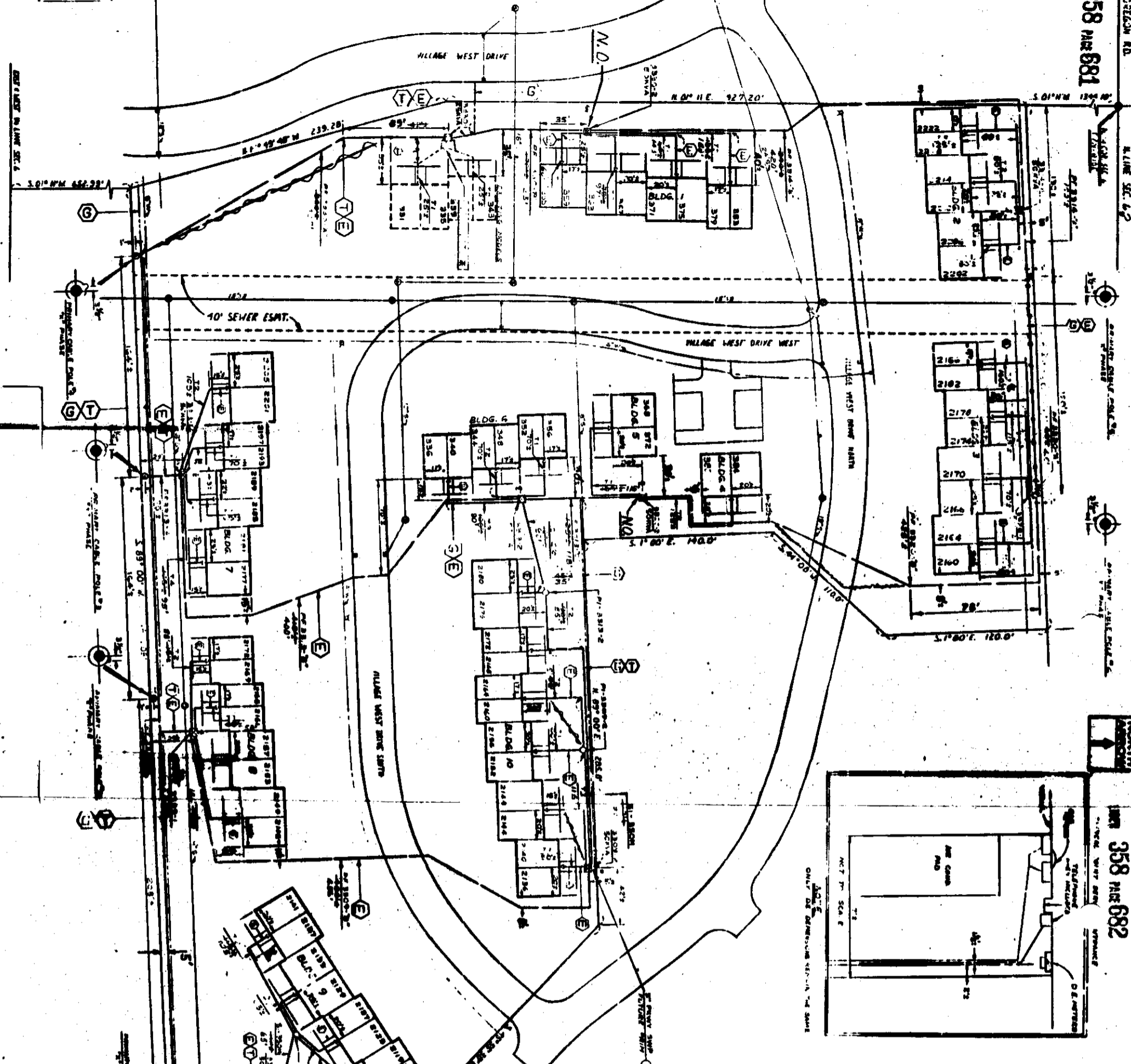
RECORDED RIGHT OF WAY NO. 27024

358 PAR 681

358 PAR 682

358 PAR 683

REVISED TO SHOW AS INSTALLED IN THE FIELD  
 CON. VILLAGE WEST  
 REVISIONS: 1. 1-30  
 194501



**NOTE:**  
 CUSTOMER INSTALLED SERVICE TO BE REMOVED & CUSTOMER INSTALLED SEC TO BE TAPPED DIRECT. VIO TAPS

**NOTES**

1. NOT TO BE ALL TRENCHING UNLESS SPECIFIED
2. DE. CC SERVICE NUMBER 300-1-2309
3. DE. CC SERVICE NUMBER 300-1-2309
4. DE. CC SERVICE NUMBER 300-1-2309
5. DE. CC SERVICE NUMBER 300-1-2309

**NOTE:**

ALL SEC 300A UNLESS NOTED TRANS MAT DRWG U-1-2309  
 TRANS. SPEC. R-351-E F-R-21  
 PEDESTAL SPEC. R-1-15

**TRENCH SUMMARY**

JOINT TRENCHING	305'
DE. CC. F. MBT	1180'
DE. CC. F. CONSUMERS	40'
MBT F. CONSUMERS	745'
DE. CC. ONLY	1475'
MBT ONLY	45'
CONSUMERS ONLY	200'
<b>TOTAL TRENCHING</b>	<b>4970'</b>

**CABLE SUMMARY**

7. NO. 24/PC1 1/32IN 713-3029  
 2. 24/PC1 1/32IN 713-3029  
 3. 24/PC1 1/32IN 713-3029  
 4. 24/PC1 1/32IN 713-3029  
 5. 24/PC1 1/32IN 713-3029  
 6. 24/PC1 1/32IN 713-3029  
 7. 24/PC1 1/32IN 713-3029  
 8. 24/PC1 1/32IN 713-3029  
 9. 24/PC1 1/32IN 713-3029  
 10. 24/PC1 1/32IN 713-3029

DATE	11-11-71
BY	T. DAVIS
FOR	U.E. CO.
NOTES	REVISIONS
SUBMITTED BY	T. DAVIS
APPROVED BY	U.E. CO.
RECORDS	U.E. CO.

LPR-1-2

DIST. CIR. 8300 RIFLE 19.2NW

D.E.T.

MAT. NO. 71-11373

WG 36787.371