

APARTMENTS

A 62236

AGREEMENT - EASEMENT - RESTRICTIONS

A101855

This instrument made this 3rd day of May, 19 71, 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 Hanover Grove Co-Operative Phase I, on land in the City of Fraser, 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 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:

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

JAN 12 1972

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

CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

-1-

This easement is re-recorded for the purpose of showing the planned "as installed" centerlines of easements granted as shown on the drawing attached hereto.

RECORDED IN MACOMB COUNTY
RECORDS AT: 9:56 AM

MAY 27 1971

CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 29595

Edna Hill
Co-operative, Fraser

g' 8'

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

Marsha Pavelka
MARSHA PAVELKA

Karen Guenther
KAREN GUENTHER

THE DETROIT EDISON COMPANY

By W.C. Arnold
W.C. ARNOED, DIRECTOR
Real Estate 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

By _____
(Authorized Signature)

In the Presence of:

AMERICAN BAPTIST HANOVER GROVE HOUSING, INC., a Michigan corp. 415 Burns Drive, Suite 811 Detroit, Michigan 48214

Dale C. Campbell
Dale C. Campbell

BY: Carl W. Almlad
Carl W. Almlad

Stella Luzynski
Stella Luzynski

BY: Richard C. Ehrle
Richard C. Ehrle

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS

On this 3rd day of May, 1971, before me the subscriber, a Notary Public in and for said County, appeared Carl W. Almlad and Richard C. Ehrle to me personally known, who being by me duly sworn did say they are the President and Secretary of AMERICAN BAPTIST HANOVER GROVE HOUSING, INC., 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 Carl W. Almlad and Richard C. Ehrle acknowledged said instrument to be the free act and deed of said corporation.

Stella Luzynski
Stella Luzynski
Notary Public, Wayne County, Michigan

My Commission Expires Dec. 4, 1973

APPENDIX "A"

A parcel of land in the S.E. 1/4 of the S.W. 1/4 of Section 6, T.1N, R.13 E., City of Fraser, Macomb County, Michigan, described as follows: Commencing at the South 1/4 corner of said Section 6, thence West 800.90 ft.; thence along the South line of said Section 6 (centerline Thirteen Mile Road 120 feet wide); and North 60.00 ft., to the North Right of Way line of said Thirteen Mile Road to the point of beginning: Thence West 543.85 ft., along the said North Right of Way line of Thirteen Mile Road to a point on the East line of "Fraser Park Subdivision" as recorded in Liber 9 on Page 42 of plats, Macomb County Records; thence N. 00°19'20" W., 576.52 ft., along the East line of said "Fraser Park Subdivision" (centerline of Grove Road); thence East 335.90 ft.; thence along an arc of a curve concave to the east 58.06 ft., (Rad.=150.50, chord bears N. 15°14'35" E., 57.70 ft.); thence along an arc of a curve concave to the West 27.35 ft. (rad.=81.45 ft., chord bears N. 16°40'24" E., 27.23 ft.); thence East 98.95 ft.; thence South 68.75 ft.; thence East 158.67 ft. thence South 328.42 ft.; thence West 30.25 ft.; thence South 68.33 ft.; thence West 39.16 ft.; thence South 192.76 ft. to the point of beginning. Containing 350,266 sq. ft. or 8.041 acres of land. Subject to the rights of the public and of any governmental unit in any part thereof used for street road or highway purposes over the Westerly 33.00 ft., of above described parcel.

PREPARED BY: Peter A. Marquardt
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226 - 3 -
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 29545

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 12th day of May, 1971, before me the subscriber, a Notary Public in and for said County, appeared W.C. Arnold and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say 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 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.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 19th day of May, 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 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

My Commission Expires: _____

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 Eng. Coordinator Supervisor - P-290 W.S.O. DATE 5-7-71 TIME _____

RE: UNDERGROUND SE. ICE - Hanover Grove Co-Op Phase 1 - Fraser - Macomb County

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

COPIES TO: T. Craft - Mt. Clemens Office

SIGNED

P.A.M.
P. A. Marquardt
Law Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 10, 1972

Amarcon Corporation
4200 Miller Road
P. O. Box 4563
Dearborn, Michigan 48125

Re: Hanover Grove Co-op Phase I

Gentlemen:

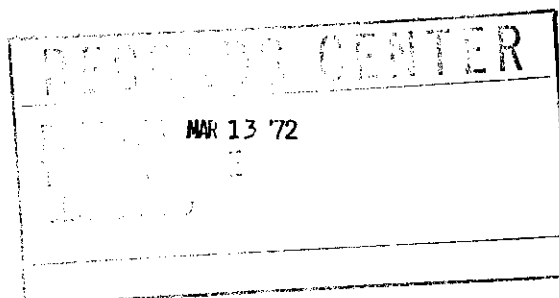
We are enclosing herewith a copy of the "as installed" drawing number U-73011 for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff
Staff Attorney

:lhd

Enclosure



RECORDED RIGHT OF WAY NO.

27595
27595

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 24, 1971

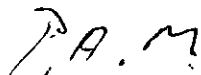
Amurcon Corp.
4200 Miller Road
P. O. Box 4563
Dearborn, Michigan 48125

Re; Hanover Grove Co-Op Phase I

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated May 3, 1971, for the underground electric and communication services for the above named project.

Very truly yours,



Peter A. Marquardt
Law Department

/sa
Enc.

RECORDED INDEXED FILED
MAY NO. 27595
27595

Edison # 8-11-71
TRUMAN CRAFT
SAR PL

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 11, 1971

Amurcon Corporation
4200 Miller Road
P. O. Box 4563
Dearborn, Michigan 48125

Re: Hanover Grove Coop. 1
Fraser, Michigan

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 \$ 6,420.00 based on 3,210 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 _____. 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, employes, successors and assignees. 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,

Truman W. Craft

Mr. Truman W. Craft
Service Planner

ACCEPTED:
Amurcon Corp
Sam L. Miller
Date: MARCH 15, 1971

RECORDED NIGHT OF MAY NO. 27545

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 24, 1971

Amircon Corporation
4200 Miller Road
P.O. Box 4563
Dearborn, Michigan 48125
ATTN: Mr. Sam Yaker

Re: **Hanover Grove Co-Operative Phase I**

Dear Mr. Yaker:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions 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

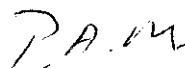
In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Your attention is called to Paragraph No. 3 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:

Peter A. Marquardt, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

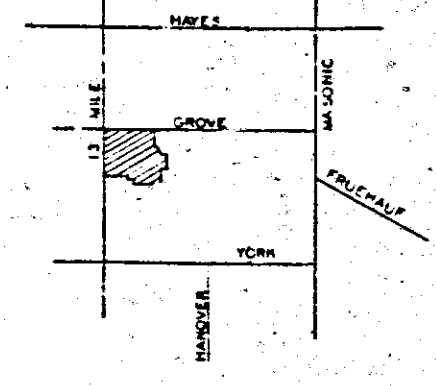
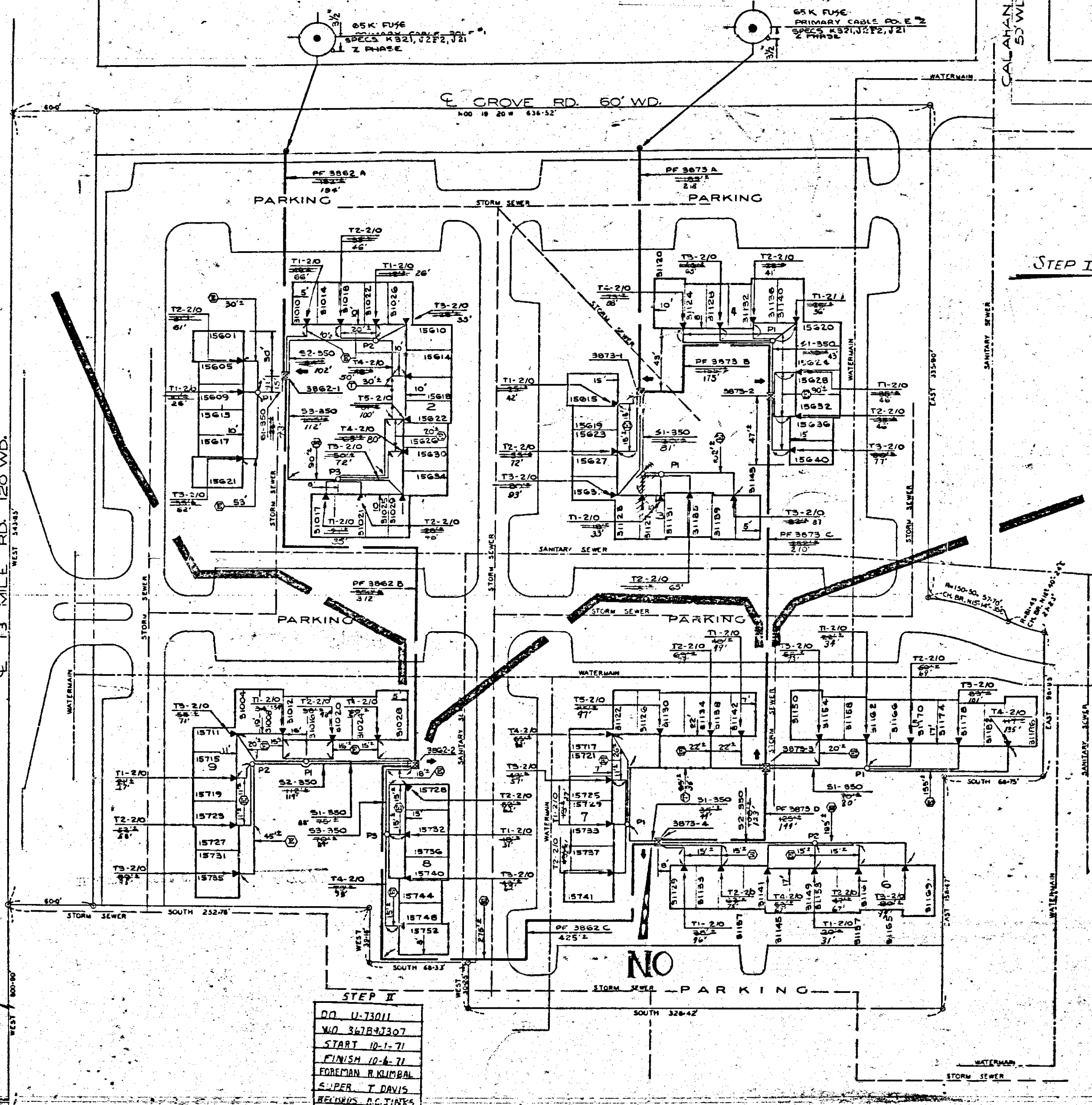
Very truly yours,



Peter A. Marquardt
Law Department

: ss
Enclosures

RECORDED
MICROFILMED
OF WAY NO. 27585



UC-ERN-6-3 & 4

STEP I

TRANS. DATA

NO	SIZE	ED - NO.
3862-1	100	661-1153
-2	100	661-1153
3873-1	50	661-1152
-2	50	661-1152
-3	50	661-1152
-4	50	661-1152

NOTES
 DE. CO. TO DO TRENCHING AND BACKFILLING
 ALL TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 M.B.T. ENG. T. McELMIE PR 7 9950
 DE. CO. SERVICE PLANNER TRUMAN CRAFT 463-1511 EXT 318
 100 UNITS

- DEAD FRONT TRANSFORMER
- PAD MOUNT TRANSFORMER
- PAD MOUNT TRANSFORMER WITH SWITCHING
- SECONDARY PEDESTAL
- PRIMARY SWITCH CABINET
- CABLE POLE
- SECONDARY TERMINAL
- DIRECTION TRANSFORMER DOOR OPENING
- P.L. LIGHT FIXTURE
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY MAIN OR O.P.L. CABLE
- DEPTH 4' EXCEPT TRENCH ONLY
- 4' & 7' TRENCH ONLY
- MICROSET CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE

STEP II

CABLE SUMMARY

PRIMARY	STEP
IT NO. 2APEX 1 713-3029	1229'
SECONDARY	
IT NO. 350AL12, 40X1 600V, 713-0527	382'
IT NO. 20AL12, 10X1 600V, 713-0614	1541'

TRENCHING SUMMARY

STEP I	STEP II
JOINT	243'
DE. CO. ONLY	243'
M.B.T. ONLY	30'
TOTAL	516'

PERMITS REQUIRED
 CITY OF FRASER (NOTIFICATION ONLY)

STEP I
 DO - 3678307
 NO. - U-73011
 START - 6-16-71
 FINISH - 8-21-71
 FOREMAN - R. KLIMBAL
 SUPERV - T. DAVIS
 NOTES - R. KLIMBAL
 RECORDS - A. SAWICKI

STEP II
 DO - U-73011
 NO. 36783307
 START 10-1-71
 FINISH 10-6-71
 FOREMAN R. KLIMBAL
 SUPERV. T. DAVIS
 REVIEWER D.G. TINKS

REVISION	DATE	BY	APPROVED	OTHER APPROVAL	NAME	DATE	STATUS	PROJECT	SCALE	SHEET
D					NEW E. (FOR)	4-11-71	RECT BURIED SYSTEM	LANOVER GROVE COOP PH	1" = 30'	1 OF 1 SHEETS
C					REVISION	8-20-71		PART OF THE S.E. 1/4 OF THE		
B					REVISION	8-20-71		S.W. 1/4 OF SEC. 6 T1N, R13E.		
A					REVISION	8-20-71		CITY OF FRASER		
								MACOMB CO.		
								MICH. U-73011		

RECORDED RIGHT OF WAY NO. 27595