STEWART A. RICHARDS, Register of Deeds.

Indian Trail North Phase II and III

MAR - 7 1978 (1 0'clock DAVID & WRIGHT, Jr., Register of Deeds #28228

UBER 993 PAGE 414

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 15th day of NOVEMBER 197 and between the undersigned Owners of land and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws 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:

555 7:8814 B00013.00

Township Owners are developing a mobile home park in the_ County of St. Clair , State of Michigan, and 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 services made by the parties hereto, it is mutually 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 easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners to place survey stakes before trenching to properly indicate perimeter property lines, trailer lots and route of EDISON and BELL lines.
- (4) Owners to provide for clearing the easements of trees, stumps, and obstructions sufficiently to allow trenching equipment to operate.
- (5) Owners agree to provide adequate cabinet space or meter pedestal for a communications terminating facility of a type approved by BELL.
- (6) 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 or 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.
- (7) Owners hereby grant to EDISON and BELL easements satisfactory to the utilities for electric and communication 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 said facilities and indicating the easements by their centerlines. Easements shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance locations, as shown on "as installed" drawings are not guaranteed. Actual locations can be determined after contact with utilities.

DRAFTED BY: AND RETURN TO: THIS INSTRUMENT IS MELFORD HARTMAN 20811 KELLY RD. RM. L-1 EAST DETROIT, MICHIGAN 48021

RE-RECORDED WITH MICHIGAN BELL TELEPHONE CO. J. AS INSTALLED DRAWING AS STIPULATED IN PARAGRAPH

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URER 933 PAGE 415

- (8) EDISON and RELL shall have the right of access at all time upon premises for the purpose of constructing, repairing and maintaining their electric and communication facilities.
- (9) Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
 - (10) Easements herein granted are subject to the following restrictions:
 - a. Said easements shall be subject to the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
 - b. Cement patios or pads for trailer utility sheds shall not be placed over utility lines.
 - c. No shrubs or foliage shall be permitted within five (5') feet of the front doors of transformers.
- (11) 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 HELL 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 foregoing agreement, easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

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

In the Presence of:

C. GEORGE WILLIAMS

IRENE C. KATA

KAREN GUENTHER

Marsha Pavelka

THE DETROIT EDISON COMPANY

W. C. Aprold, Director Real Epilic and Rights of Way Dept.

By LILLIAN J. H. CARROLL ASST. SECRETORY

MICHIGAN BELL TELEPHONE COMPANY

WILLIAM F. MURRAY, JR.

Staff Supervisor, Right of Way (Authorized Signature)

ANDREAE INVESTMENT CO.,

A Michigan Co-Partnership

6150 W. Surrey

Birmingham, Michigan 48010

y -_____

DONALD D ANDREAE

Partner

y y , t.c<u>-</u>,,-

DRAFTED BY: AND RETURN TO: MELFORD HARTMAN MICHIGAN BELL TELEPHONE CO. 29350 SOUTHFIELD - RCOM 25 SOUTHFIELD, MICHIGAN 48076

AMU, Marke

State of Michigan

County of St CLAIR

UBER 993 PAGE 416

On this 15th day of November 1972. before me. a Notary Public.
personally appeared DONALD D. ANDRERE
to me personally known, who being by me duly sworn, did respectively say that
he (is, are) (a) member (s) of the partnership known as ANDREAE
INVESTMENT Co., a Michigan Co-partnership which
executed the within instrument and that //c acknowledged said instrument
to be the free act and deed of the said partnership.
My commission expires: 12/29/75 Christie & Communication Notary Public CHARLOTTE E KVEN. NERCOD
M. Clair County, Michigan

Appendix "A"

Indian Trail North Phase II and III

A part of the Southeast $\frac{1}{4}$ of Section 32, T8N, R17E, Burtchville Township, St. Clair County, Michigan described as follows:

Beginning at the South \$\frac{1}{2}\$ Post Section 32, T8N, R17E, thence N 00°04'46"W along the North-South \$\frac{1}{2}\$ line 2643.18 feet to the Center Post Section 32, thence N 89°58'30"E, along the East-West \$\frac{1}{2}\$ line 1323.56 feet, thence S 00°04'48" W, 2643.76 feet to the South line of Section 32, thence Due West, 1316.21 feet along South Line of Section 32, to point of beginning and containing 80.098 acres. Above described property subject to easements of Record.

proofread MP

W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existin under the laws of Michigan and New York, and that the seal affixed instrument is the corporate seal of the said corporation, and that was signed in behalf of said corporation by authority of its Board and W. C. Arnold and Lillian J.H. Carrolacknowledged said instrument to be the free act and deed of said Company Public Republic Repub	hey are g concurrent to said said instru
to me personally known, who being by me duly sworn, did say that the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existin under the laws of Michigan and New York, and that the seal affixed instrument is the corporate seal of the said corporation, and that was signed in behalf of said corporation by authority of its Board and W. C. Arnold and Lillian J.H. Carro acknowledged said instrument to be the free act and deed of said C. My Commission expires: May 14, 1976 Wayne STATE OF MICHIGAN) SS	g concurrent to said said instruction of Director orporation.
of THE DETROIT EDISON COMPANY, a corporation organized and existing under the laws of Michigan and New York, and that the seal affixed instrument is the corporate seal of the said corporation, and that was signed in behalf of said corporation by authority of its Board and	said instruction of Director of Director or Director o
under the laws of Michigan and New York, and that the seal affixed instrument is the corporate seal of the said corporation, and that was signed in behalf of said corporation by authority of its Board and	said instruction of Director of Director or Director o
instrument is the corporate seal of the said corporation, and that was signed in behalf of said corporation by authority of its Board and	of Director
was signed in behalf of said corporation by authority of its Board and W. C. Arnold and Lillian J.H. Carro acknowledged said instrument to be the free act and deed of said C. Wy Commission expires: May 14, 1976 Wayne STATE OF MICHIGAN) SS	of Director
and	orporation.
My Commission expires: May 14, 1976 Wayne STATE OF MICHIGAN) SS	C KAIA
STATE OF MICHIGAN) SS	County,
STATE OF MICHIGAN)	County,
STATE OF MICHIGAN) SS	County,
SS	
COUNTY OF CAKLAND) On this day of 17 1972, being the country of	fore me, the
subscriber, a Notary Public in and for said County, appeared Will	iam F. Muri
Jr. to me personally known, who being by me duly sworn, did say t	hat he is
Staff Supervisor of Right of Way, authorized by and for MICHIGAN	RELL TELEPH
COMPANY, a Michigan Corporation, and that the said instrument was	signed in
behalf of said Corporation, by authority of its Board of Director	·
	_
William F. Murray Jr. acknowledged said instrument to be the free	: acc and
deed of said corporation.	
My Commission expires:	
muloud Ha	stena

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date November 14, 1972

Mr. Donald Andreae
4511-24th Avenue
Port Huron, Michigan 48060
Regarding Indian Trail North (Step I Addition)
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 12-15-72
The cost to you for said electric line installation is \$254.00 based on 127 trench feet or lot front feet. Extra charges in addition to the above will be \$ as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.
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Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

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, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

DE FORM PL IOI 4-72 CS

RECORDED RIGHT OF WAY NO. 200

Page 2
The Detroit Edison Company
Date 11-14-72

Indian Trail North (Step I addition)

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.

Very truly yours,

Service Planner-W.Richard Smith

Name Roll Rolling

Title Partour Auchani Taylor and

Name

Title

Date Mow. 20, 1972

EW 28228

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

Date October 25, 1972

Wm. Banald Auduses
Mr. Bonald Andrese 4511 24th Avenue
Port Buron, Michigan 48060
Regarding Indian Trail North (Step III)
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 6-14-72.
The cost to you for said electric line installation is \$1,956.00 based on trench feet or lot front feet. Extra charges in addition to the above will be \$ as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned 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.
Community entanne eyetome or other cable eyetoms shall not be installed in the

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, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1
DE FORM PL 101 4-72 CS

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RECORDED RIGHT OF WAY NO. ASA

Page 2
The Detroit Edison Company
Date 10-25-72

Indian Trail North (Step III)

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.

Very truly yours,

Service Planner W. Richard Sait

ACCEPTED:

Name Orle Column

Title faith

Name

Title

Date

THE DETROIT EDISON COMPANY

2000 Second Avenue
Detroit, Michigan 48226

Date: October 25, 1972

Date

Hr. Donald Andreae
4511 - 24th Avenue
Port Buron, Michigan 48060
Re: Indian Trail North (Stap III)
Gentlemen:
Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished. In addition, if the field construction is done during the period of December 15 through March 31, winter construction charges will be assessed. These charges are \$1.00 per linear foot of trench.
Please sign and return three copies of the certificate below. You may retain the fourth copy for your file.
W. Ruhand Invito Service Planner . W. Richard Smith
Date 22
C-E-R-T-I-F-L-C-A-T-E
C-E-R-T-I-F-L-C-A-T-E I/We, the undersigned, hereby certify to The Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four(4) inches of final grade.
I/We, the undersigned, agree to pay all winter construction charges if involved, at a price not to exceed that shown above and further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of The Detroit Edison Company underground construction drawing No. for this development is in my/our possession and will be used for this purpose.
Signed Signed
Signed Textines Title Oat 36 1976

MEMORANDUM ORDER FOR GENERAL USE DE FORM NS 77 12-53	TO Engineering Coordinater Supervise Bldg. H, Room 250 W.S.C.	DATE 12-18-72 TIME				
	RE: Underground Service - Indian Trail Hort	h - Frase II and III, Burtchville				
	Township, St. Clair County, Michigan.					
	Agreements and Essements obtained - OK to proceed with construction.					
	Richard Smith - Port Huron Office	NED				
REPORT	Wile	Gerald S. Misiak Real Estate and Rights of Way Dept				
DATE RETURNED	TIMESIG	NED				

Indian Trail North Phase II and III Low 414-417

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 15th day of November 1972, by and between the undersigned Owners of land and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws 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 "EELL".

WITNESSETH:

	Owners are	e developing	a mobile	home park	in the	Township	of
Burtol	hville	County	of St. (Clair		State of Michigan,	, and
described					a par	t hereof, and EDISC)N and
BELL will	install th	eir electric	and comm	unication	facili	ties underground ex	ccept
necessary	above grou	and equipment	t•				

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 - (5) Owners agree to provide adequate cabinet space or meter pedestal for a communications terminating facility of a type approved by BELL.
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 - (7) Owners hereby grant to EDISON and BELL easements satisfactory to the utilities for electric and communication 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 said facilities and indicating the easements by their centerlines. Easements shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance locations, as shown on "as installed" drawings are not guaranteed. Actual locations can be determined after contact with utilities.

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- (8) EDISON and EELL shall have the right of access at all time upon premises for the purpose of constructing, repairing and maintaining their electric and communication facilities.
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 - (10) Easements herein granted are subject to the following restrictions:
 - Said easements shall be subject to the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
 - Cement patios or pads for trailer utility sheds shall not be placed over utility lines.
 - c. No shrubs or foliage shall be permitted within five (5') feet of the front doors of transformers.
- 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 RELL 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 foregoing agreement, easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

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

In the Presence of:

C. GEORGE WILLIAMS

IRENE C. KATA

MARSHA PAVELKA

THE DETROIT EDISON COMPANY

Rights of Way Dept.

MICHIGAN BELL TELEPHONE COMPANY

WILLIAM F. MURRAY, JR.

Staff Supervisor, Right of Way

(Authorized Signature)

ANDREAE INVESTMENT CO., A Michigan Co-Partnership

6150 W. Surrey

Birmingham, Michigan

48010

DONALD D. ANDREAE

Partner

CT PAY NO.

State of Michigan
County of St. CLAIR

On this 15th day of November . 1972. before me. a Notary Public.
personally appeared DONALD D ANDREAE
to me personally known, who being by me duly sworn, did respectively say that
he (is, are) (a) member (s) of the partnership known as ANDREAE
INVESTMENT Co., a Michigan Co-partnership which
executed the within instrument and that /e acknowledged said instrument
to be the free act and deed of the said partnership.
My commission expires: 12/29/75 Charlette & Coveningsel Notary Public CHARLOTTE E. EVENING RED
St. ClAiR County, Michigan

Appendix "A"

Indian Trail North Phase II and III

A part of the Southeast 2 of Section 32, T8N, R17E, Burtchville Township, St. Clair County, Michigan described as follows:

Beginning at the South ½ Post Section 32, T8N, R17E, thence N 00°04°46"W along the North-South ½ line 2643.18 feet to the Center Post Section 32, thence N 89°58'30"E, along the East-West ½ line 1323.56 feet, thence S 00°04°48" W, 2643.76 feet to the South line of Section 32, thence Due West, 1316.21 feet along South Line of Section 32, to point of beginning and containing 80.098 acres. Above described property subject to easements of Record.

On this 15th day of December , 1972 , 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
andW. C. Arnold and Lillian J.H. Carroll
acknowledged said instrument to be the free act and deed of said Corporation.
,
My Commission expires: May 14, 1976 Notary Public REALS
Notary Public IRENE C. KATA
Wayne County, Michigan
STATE OF MICHIGAN) SS
COUNTY OF OAKLAND)
On this 20th day of 1000000000, 1972, before me, the
subscriber, a Notary Public in and for said County, appeared William F. Murray
Jr. 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
William F. Murray Jr. acknowledged said instrument to be the free act and
William F. Murray Jr. acknowledged said instrument to be the free act and deed of said corporation. My Commission expires: Notary polic County, Michigan
My Commission expires:
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Meford Hartman
Notary blic
County, Michigan

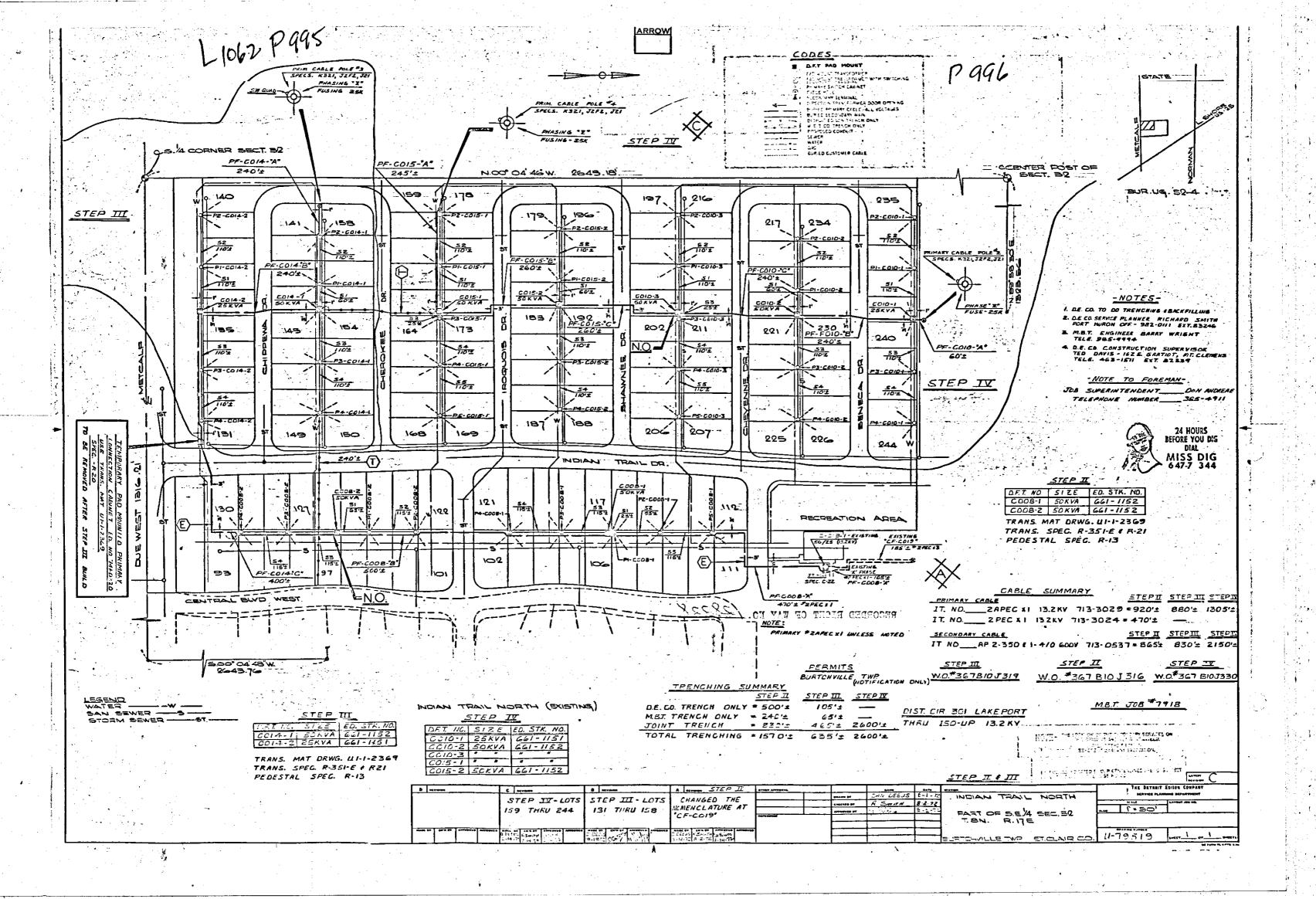
STATE OF MICHIGAN

COUNTY OF WAYNE

SS

)

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1975



RECORDED RIGHT OF WAY NO. (28228