

**COMMERCIAL
INSTRUMENTS**

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this _____ day of _____, 19 71,
by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corpora-
tion 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 ~~improvements~~ known as Village Center
_____ , on land in the City of Novi
County of Washtenaw, 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:

- 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.

RECORDED RIGHT OF WAY NO. 28651

*file - per
D. McNamee*

*Washington Inn
Dec. 11
10374 y (137A)
(Village Center)*

- 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:

THE DETROIT EDISON COMPANY

By _____

By _____

MICHIGAN BELL TELEPHONE COMPANY

By _____

By _____

In the Presence of:

_____	Thomas C. Bowerman
_____	Pearl I. Bowerman
_____	Francis J. Bowerman
_____	Ruth Ann Bowerman
_____	Rose Bowerman 66455 Van Dyke Romeo, Michigan
_____	Ronald D. Strapec
_____	Shirley M. Strapec
_____	Leo S. Super
_____	Carol A. Super 17960 Lincoln Street Roseville, Michigan

"APPENDIX A"

A parcel of land in the northwest 1/4 of Section 11, Town 4 North, Range 12 East, Washington Township, Macomb County, Michigan, is more particularly described as: Commencing at the northwest corner of Section 11, Town 4 North, Range 12 East, Washington Township, Macomb County, Michigan; thence north 89 degrees 16 minutes 00 seconds east 1538.6 feet along the north line of Section 11 which is the centerline of 31 Mile Road to a point on the centerline of Van Dyke Road; thence south 01 degrees 16 minutes 00 seconds west 1599.88 feet along the centerline of Van Dyke Road to a point of curvature; thence on a curve to the right of radius 954.48 feet, a central angle of 21 degrees 52 minutes 53 seconds, whose chord bears south 12 degrees 12 minutes 27 seconds west 362.34 feet, an arc distance of 364.52 feet to the point of beginning; thence south 87 degrees 18 minutes 35 seconds east 578.28 feet to a point on the west right-of-way line of the Grand Trunk Western Railroad; thence south 12 degrees 34 minutes 03 seconds west 100.00 feet along the west right-of-way line of the Grand Trunk Western Railroad; thence north 87 degrees 47 minutes 39 seconds west 606.49 feet to a point on the centerline of Van Dyke Road; thence north 28 degrees 11 minutes 00 seconds east 29.30 feet along the centerline of Van Dyke Road to a point of curvature; thence on a curve to the left of radius 954.48 feet, a central angle of 5 degrees 02 minutes 07 seconds, whose chord bears north 25 degrees 39 minutes 57 seconds east 83.85 feet; an arc distance of 83.88 feet along the centerline of Van Dyke Road to the point of beginning and containing 1.37 acres of land, more or less.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

STATE OF MICHIGAN }
COUNTY OF } SS.

On this _____ day of _____, 1971, before me the subscriber, a Notary Public in and for said County, appeared THOMAS C. BOWENMAN and PEARL I. BOWENMAN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN }
COUNTY OF } SS.

On this _____ day of _____, 1971, before me the subscriber, a Notary Public in and for said County, appeared FRANCIS J. BOWENMAN and RUTH ANN BOWENMAN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, _____ County, Michigan

My Commission Expires: _____

STATE OF MICHIGAN }
COUNTY OF } SS.

On this _____ day of _____, 1971, before me the subscriber, a Notary Public in and for said County, appeared ROSE BOWENMAN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Notary Public, _____ County, Michigan

My Commission Expires: _____

PREPARED BY: Robert W. Beelio
2000 Second Avenue
Detroit, Michigan 48226

RECORDED
INDEXED
MAY NO. 28657

STATE OF MICHIGAN }
COUNTY OF } SS.

On this _____ day of _____, 1971, before me the subscriber, a Notary Public in and for said County, appeared RONALD D. STRAPEK and SHIRLEY M. STRAPEK, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: _____
Notary Public, _____ County, Michigan

STATE OF MICHIGAN }
COUNTY OF } SS.

On this _____ day of _____, 1971, before me the subscriber, a Notary Public in and for said County, appeared LEO S. SUPPER and CAROL R. SUPPER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: _____
Notary Public, _____ County, Michigan

RECORDED IN BOOK NO. 547 TO 286571

11-18-71 received "as installed" for Village Center
 - no Y.K. was ever sent
 - no original received - no copies signed
 - Schyfel owns it now so -

wait back for Schyfel to get his
 title and do over the Village Center not
 including the Van Dyke Shopping Center
 it is now all officially the Village
 Center.

RECORDED RIGHT OF WAY NO. 28651

RECORDS CENTER
 RECEIVED MAY 31 73
 TICKLER MADE
 CLASSIFIED

THE DETROIT EDISON COMPANY

November 26, 1971

Ed Rose and Sons
23999 West Ten Mile Road
Southfield, Michigan 48075

Dear Mr. Rose:

I am returning these Easements and Restrictions to you for proper witnessing of the signature of Sheldon Rose, general partner of Edward Rose and Sons.

The law requires two persons must witness any transfer of real property interest.

As soon as I receive these agreements back, I will authorize construction to begin immediately.

Very truly yours,

Robert W. Boelio
Staff Attorney

RWB:jpm

Enclosures

28651

Edison #
E REESE
MT CLEMENS OFF

Send to: Stephen A. ...
226 G.O.

APARTMENT PROJECT - UNDERGROUND SERVICE

VILLAGE CENTER

1. Name of project VAN DYKE SHOPPING CENTER
2. Name of developer EDWARD N. SLEEFER
- Address 3050 LEE RD., ROME
- Phone 752-2927 *Tractor = 752-7944*
3. Description of property (please attach description)
4. Primary or individual metering?
5. When is service wanted? AUG. 27 TH
6. Will entire project be developed at one time? YES
7. Single Phase _____? Three Phase X _____?
8. Cable poles on property YES _____?
9. Customer service cable _____?
10. Do we furnish trenching? NO _____
11. Are easements all joint with Bell? NO - _____
12. Do we need additional easement drawings from Bell? YES _____
13. Bell Engineer JOHN MARTIN Phone 463-0031
14. Sales Representative E. REESE Phone EX-82266

*Schaper Corp.
Pres.
Karen J.
Sec. Files*

350

RECORDED RIGHT OF WAY NO. 28651

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date: June 30, 1971

Mr. Richard Shaefer
3950 Taft Road
Romeo, Michigan 48065

Re: Shopping Center, Van Dyke nr. 31 Mile, Washington Twp.

Gentlemen:

Pursuant to our agreement with you for the installation of underground electric lines to serve the above project, you will provide the transformer foundation and provide all trenching and backfilling for primary and secondary cables. The trench must be of proper depth and the backfill must be free of stones or debris or one foot of sand backfill used. You will coordinate all trenching with The Detroit Edison Company in such manner that the Company's work may be properly scheduled. You will also furnish an "as installed" sketch indicating the location of all trenches and the transformer foundation on your property for our records.

The Detroit Edison Company will furnish, install, own and maintain the primary cable and the transformer in the area granted by you for this use.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission as shown in our current Rate Book.

The total cost to you for said underground electric line and equipment installation is \$ 1844 based on 872 trench feet for primary cable and trench feet for secondary cable only if involved. Included in this charge is \$50.00 to provide the necessary cable for the pole termination if involved. These costs are calculated based on rules and rates as filed with the Michigan Public Service Commission. We will require full payment of these charges prior to energizing the system.

The future maintenance of our electric lines in the area granted by you 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,

ACCEPTED:

Name

Title

Date

Richard Shaefer

Everett Reese
Mr. E. Reese, Service Planner

RECORDED
RIGHT OF WAY NO. 28657

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

September 28, 1971

**Mr. Richard M. Shafer
3950 Taft Road
Romeo, Michigan**

Re: Village Center

Dear Mr. Shafer:

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:

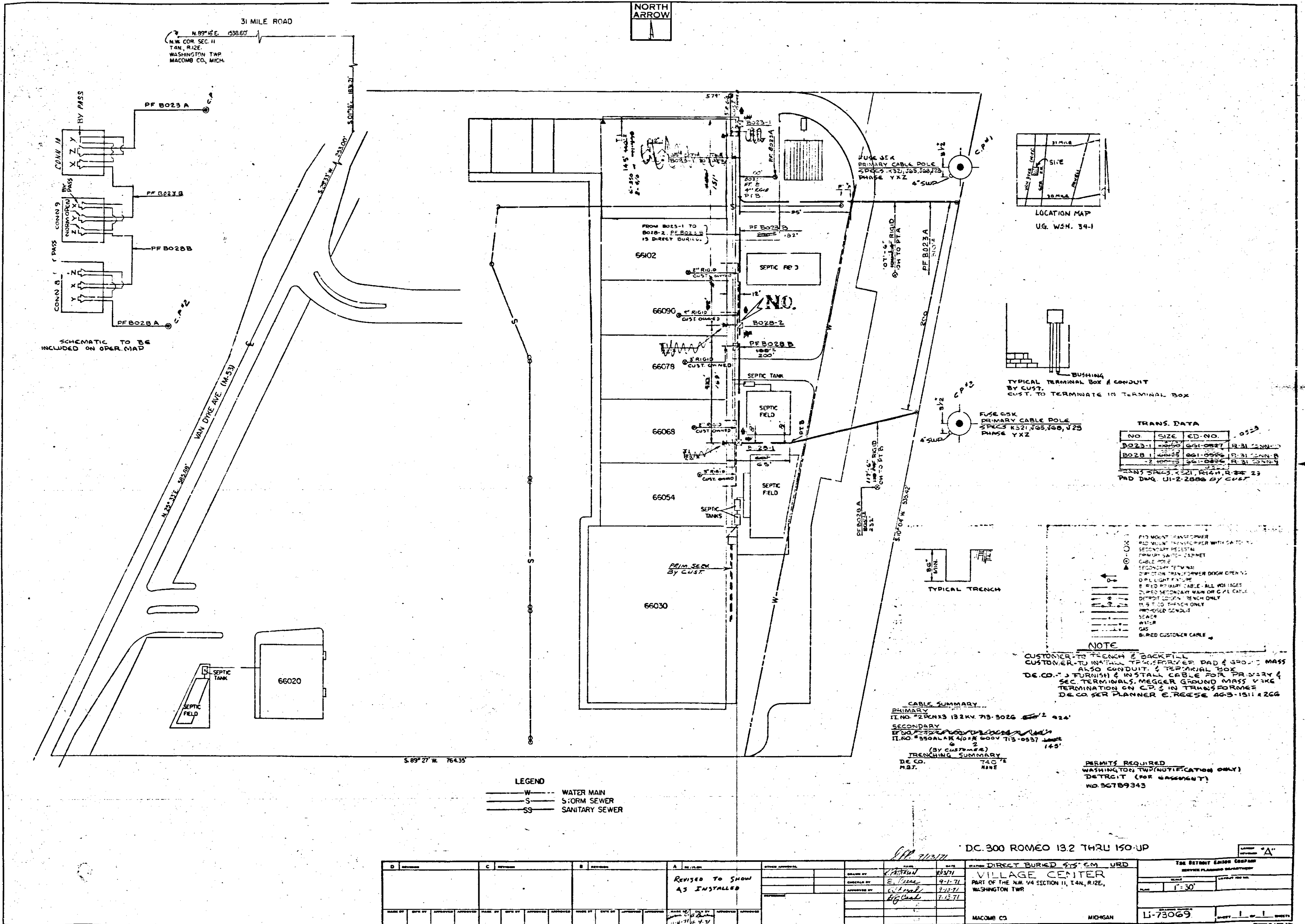
Robert W. Boelie, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2135).

Very truly yours,

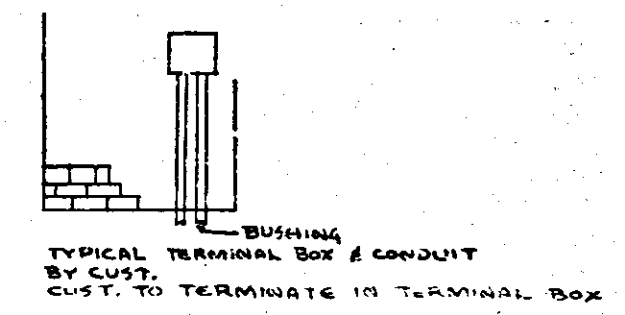
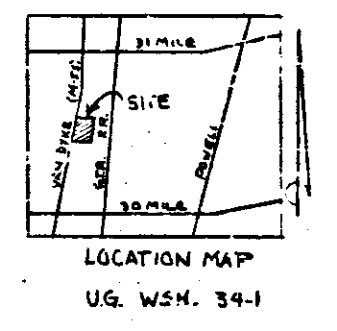
**Robert W. Boelie
Staff Attorney**

**:lhd
Enclosures**

RECORDED RIGHT OF WAY NO. 28651



SCHEMATIC TO BE INCLUDED ON OPER. MAP



TRANS. DATA

NO.	SIZE	CD. NO.	REMARKS
BO23-1	4" RIGID	661-0557	R-31 CANON
BO23-1	4" RIGID	661-0558	R-31 CANON
BO23-1	4" RIGID	661-0559	R-31 CANON

TRANS. SPEC. 4-221, 4-221-R, 4-221-R-23
PAD DWG. UI-2-2880 BY CUST.

- NOTE
- RED MOUNT TRANSFORMER
 - RED MOUNT TRANSFORMER WITH SA TO T
 - SECONDARY RESISTOR
 - PRIMARY SA TO T
 - CABLE POLE
 - SECONDARY TERMINAL
 - DEFLECTION TRANSFORMER DOOR OPEN
 - O.P. LIGHT FIXTURE
 - B RED W/BLACK CABLE ALL W/AGES
 - 2 RED SECONDARY MAIN OR C/L CABLE
 - DEFLECT DOWN TRENCH ONLY
 - 1/2" TO 1" TRENCH ONLY
 - PROPOSED CONDUIT
 - SEWER
 - WATER
 - GAS
 - BURIED CUSTOMER CABLE

CUSTOMER TO TRENCH & BACKFILL
CUSTOMER TO INSTALL TRENCH COVER, PAD & GROUND MASS
ALSO CONDUIT & TERMINAL BOX
DE. CO. TO FURNISH & INSTALL CABLE FOR PRIMARY &
SEC. TERMINALS, MEGGER GROUND MASS & MAKE
TERMINATION ON CD. & IN TRENCHES TO RAMES
DE. CO. SER PLANNER E. REESE 463-1511 x 266

CABLE SUMMARY
PRIMARY
I.L. NO. *2PCN13 132KV 713-5026 2 924'
SECONDARY
E.P. DO. 7-27-71
I.L. NO. *550A1K 401R 600V 713-0537 2 145'
(BY CUSTOMER)
TRENCHING SUMMARY
DE. CO. 740'±
M.B.T. NONE

PERMITS REQUIRED
WASHINGTON TWP (NOTIFICATION ONLY)
DETROIT (FOR GAZING)
NO. 56789343

LEGEND
W WATER MAIN
S STORM SEWER
SS SANITARY SEWER

D	C	B	A	OTHER APPROVAL	DATE	BY	DATE	DATE	DATE	DATE	DATE	DATE
			REVISED TO SHOW AS INSTALLED		7-13-71	E. P. DOUGLAS	7-13-71					

DC. 300 ROMEO 132 THRU 150-UP

THE DETROIT Edison COMPANY
SERVICE PLANNING DIVISION

VILLAGE CENTER
PART OF THE NW 1/4 SECTION 11, T4N, R12E,
WASHINGTON TWP

MACOMB CO MICHIGAN LI-73069

0
0

1
RECORDED RIGHT OF WAY NO. 28651

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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