

654 179

FEB 25 3 29 PM 1976

APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

Clay J. [Signature]
REGISTER OF DEEDS
MONROE COUNTY MICH

This instrument made this 10 day of SEPTEMBER, 19 73, 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 Charlotte Arms II, on land in the Township of Frenchtown, County of Monroe, 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. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

- 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.

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

RECEIVED FOR RECORD
OCT 2 3 26 PM 1973
Clay J. [Signature]
REGISTER OF DEEDS
MONROE COUNTY MICH

RETURN TO
F. W. POTTER
THE DETROIT EDISON COMPANY
8750 TELEGRAPH ROAD
TAYLOR, MICHIGAN 48180
THE MICHIGAN BELL TELEPHONE COMPANY
1365 CASS AVENUE
DETROIT, MICHIGAN 48226

28947
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654 180

- 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.
- 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. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- 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:

Gerard S. Misiak
GERARD S. MISIAK

Irene C. Kata
IRENE C. KATA

Linda Perry
LINDA PERRY

Marsha Pavelka
MARSHA PAVELKA

THE DETROIT EDISON COMPANY

By W. C. Arnold
W. C. Arnold, Director - Real Estate and Rights of Way Dept

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

MICHIGAN BELL TELEPHONE COMPANY

By William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(authorized signature)

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RETURN TO
P. W. POTTER
THE DETROIT EDISON COMPANY
8750 TELEGRAPH ROAD
TAYLOR, MICHIGAN 48180

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

28947

STATE OF MICHIGAN)

SS

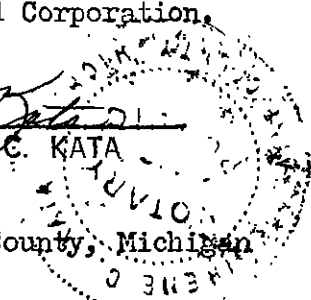
COUNTY OF WAYNE)

On this 20th day of September, 19 73, 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: May 14, 1976

Irene C. Kata
Notary Public IRENE C. KATA

Wayne County, Michigan



STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

On this 25th day of September, 19 73, 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 deed of said corporation.

My commission expires: _____

Melford Hartman
Notary Public

_____ County, Michigan

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

RECORDED RIGHT OF WAY TO 28947

RETURN TO
P. W. POTTER
THE DETROIT EDISON COMPANY
8750 TELEGRAPH ROAD
TAYLOR, MICHIGAN 48120

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

In the presence of:

CHARLOTTE ARMS
a co-partnership
15202 S. Dixie
Monroe, Michigan 48161

Larry C. Miller
Larry C. Miller
Karen Dunsmore
Karen Dunsmore

By: Lewis Tailford, Jr.
Lewis Tailford, Jr., a single man
By: Walter Zachrich, Jr.
Walter Zachrich, Jr., a single man

STATE OF MICHIGAN)
COUNTY OF MONROE) SS.

On this 10th day of SEPTEMBER, 1973, before me, a Notary Public in and for said County, personally appeared Lewis Tailford, Jr., a single man, and Walter Zachrich, Jr., a single man, partners doing business as CHARLOTTE ARMS, a Michigan co-partnership, to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the co-partnership.

Larry C. Miller
Larry C. Miller
Notary Public, MONROE County,
Michigan

My Commission expires: 10-25-76

Prepared by: John C. Greenlee
2000 Second Avenue
Detroit, Michigan 48226

APPENDIX "A"

That part of Private Claims 53 and 58, described as follows: Commencing at a point located 1574.36 feet South 24 degrees 29 minutes West and 141.98 feet South 24 degrees 30 minutes West from the intersection of the centerline of North Macomb Street and the South line of Hensel Plat, extended, proceeding thence South 65 degrees 36 minutes East 614.27 feet; thence South 24 degrees 19 minutes West 221.44 feet; thence North 65 degrees 34 minutes West 614.97 feet; thence North 24 degrees 30 minutes East 221.10 feet to the point of beginning.

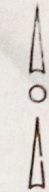
RETURN TO
P. W. POTTER
THE DETROIT EDISON COMPANY
8750 TELEGRAPH ROAD
TAYLOR, MICHIGAN 48180

RETURN TO
W. C. ARNOLD
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED FROM CO. MAY 30, 1973 28947

- HT MOUNT TRANSFORMER
- RED MOUNT TRANSFORMER FIELD FRONT
- RED MOUNT TRANSFORMER WITH SWITCHING
- SECONDARY TERMINAL
- PRIMARY TERMINAL
- CABLE POLE
- SECONDARY TERMINAL
- SWITCH ON TRANSFORMER DOOR OPENING
- DR. LIGHT FIXTURE
- RE-PAID PRIMARY TABLE ALL VOLTAGES
- RE-PAID SECONDARY MAIN OR C.P. CABLE
- RE-PAID SECONDARY TRENCH ONLY
- M.B.T. CO. TRENCH ONLY
- PROPOSED CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE

EASEMENTS INDICATED BY DIM. OR ERLINES ARE 10-50 FEET IN WIDTH UNLESS OTHERWISE NOTED



RECEIVED FOR RECORD
 FEB 25 3 29 PM 1978
 Charles J. ...
 REGISTER OF DEEDS
 WAYNE COUNTY MICH.

UG FRT 133.3, 133.4



24 HOURS
BEFORE YOU DIG
DIAL
MISS DIG
647-7 344

NOTE TO FOREMAN:
 JOB SUPERINTENDENT
 TELEPHONE NUMBER

GENERAL NOTES
 ALL TRENCHING BY DE CO
 ALL CABLE LENGTHS ARE APPROXIMATE
 DE CO CONST SUPV: MR FELDMER, TCD
 WAYNE DIST OFF, PHONE 962 2100, EXT 79-269
 NO OF UNITS: 56
 WORK ORDER: 367 BB 73016
 M.B.T. ENGINEER: MR USHER, 18235 WRAUSE,
 RIVERVIEW, PHONE 282-9951
 M.B.T. FOREMAN: PHONE 676 9905

TRANSFORMER DATA STEP I			TRANSFORMER DATA STEP II		
UDT	SIZE	TD NO	UDT	SIZE	TD NO
L004-1	100	661-1153	L026-1	100	661-1153
L004-2	100	661-1153	L026-2	100	661-1153

TRANS. SPECS: R-21, R-351E & K321
 MAT. DETAIL: DRWG U1-12369
 CABLE SUMMARY STEP I
 PRIMARY
 IT NO 455 2APECK 11 13.2 KV 113-3029 550'
 SECONDARY
 IT NO 437 350AP 12 46 X1 W00N 713-0537 315'

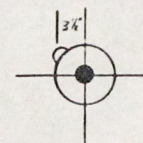
TRENCHING SUMMARY STEP I		TRENCHING SUMMARY STEP II	
JOINT USE	400'	JOINT USE	450'
M.B.T. ONLY	100'	M.B.T. ONLY	60'
DE CO. ONLY	260'	DE CO. ONLY	480'
TOTAL	760'	TOTAL	990'

CABLE POLE INFO
 C.P. #1 LE MACOMB 2 PS LINWOOD TAP - 'X' B, FUSE - 65K
 C.P. #2 LE MACOMB 1 PS LINWOOD TAP - 'X' B, FUSE - 65K

CABLE SUMMARY STEP II
 PRIMARY
 IT NO 455 2APECK 11 13.2 KV 713-3029 1020'
 SECONDARY
 IT NO 437 350AP 12 46 X1 W00N 713-0537 315'

CABLE POLE #1 DETAIL
 SPECS J-212, J-21M, J-21N, J-21A K-321

CABLE POLE #2 DETAIL
 SPECS J-212, J-21M, J-21N, J-21



1" GUARD
X PHASE
FUSE - 65K

DIST CIR = 3/7 CUSTER
 13.2 K.V. (ISO-UP)

PERMITS REQ'D
 FRENCHTOWN TWP
 (NOTIFICATION ONLY)

REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED	OTHER APPROVAL	DATE	STATION	DIRECT	BURIED	SYSTEM	THE DETROIT EDISON COMPANY
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