

JAN - 4 1973

USER 2358 PAGE 185

A469542

*Edna Hill*

AGREEMENT - EASEMENT - RESTRICTIONS

A163113

CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

This instrument made this 18<sup>th</sup> day of December, 19 72, 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 :

Condominiums

WHEREAS, Owners are erecting ~~apartments~~ known as Ville-Du-Lac Condominium, on land in the City of New Baltimore 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 and 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 "as 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 accommodate 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 Orders 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 13 property lines before trenching.

RECORDED  
RIGHT OF WAY NO.

*Edna Hill*

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

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 assigned 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

C. George Williams  
C. GEORGE WILLIAMS

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

Diana Kingstrom  
DIANA KINGSTROM

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

Marsha Pavelka  
MARSHA PAVELKA

Robert M. Adler  
ROBERT M. ADLER

Hyman B. Gordon  
Hyman B. Gordon

Melford Hartman  
MELFORD HARTMAN

Yetta Gordon, his wife  
Yetta Gordon, his wife  
20696 Knob Woods Dr.  
Southfield, Michigan

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

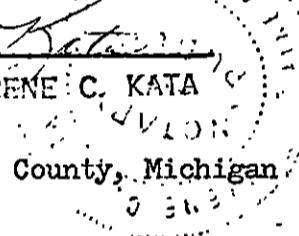
PROPERTY RIGHT OF WAY CO.

STATE OF MICHIGAN )  
  SS  
COUNTY OF WAYNE )

On this 21st day of December, 19 72, 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  
Wayne County, Michigan



STATE OF MICHIGAN )  
  SS  
COUNTY OF OAKLAND )

On this 19th day of December, 19 72, 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 NO.

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS

On this 18<sup>th</sup> day of December, 1972, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Hyman B. Gordon and Yetta Gordon, a man and wife

to me known to be the persons, named in and who executed the within instrument as  
vendor and acknowledged that they executed the same as their free act  
and deed for the intents and purposes therein mentioned.

My Commission Expires: \_\_\_\_\_

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

Ville DuLac Townhouses

Part of Lot 131 of Assessor's Plat No. 5, part of Private Claim 343 and  
Fractional Section 24, T3N, R14E, City of New Baltimore, Macomb County,  
Michigan as recorded in Liber 15 of Plats on Page 37, Macomb County  
Records and being more particularly described as follows: Beginning at  
the Northeast corner of said Lot 131 and proceeding thence along the  
Northeasterly line of said Lot S 38° 14' E, 227.57 feet; thence S 14°  
52' 20" E, 335.26 feet; thence S 57° 04' W, 129.30 feet; thence S 57°  
03' 59" W, 110.09 feet; thence N 12° 01' 35" E, 115.89 feet; thence  
N 26° 38' W, 430.0 feet; thence N 46° 32' E 196.55 feet along the  
Easterly line of Jefferson Avenue (86 feet wide) to the point of  
beginning.

RECORDED  
PAGE NO. 361  
proofread mp

MEMORANDUM - ORDER  
FOR GENERAL USE  
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisors DATE 3-15-74 TIME \_\_\_\_\_  
Bldg. H - Room 250 W.S.C.

Re: Underground Service - RIVERSIDE APARTMENTS - CLINTON TWP, MACOMB Co.  
Agreements and Easements obtained - OK to proceed with construction.

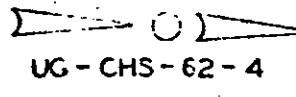
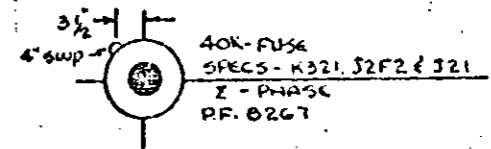
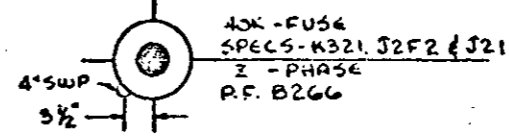
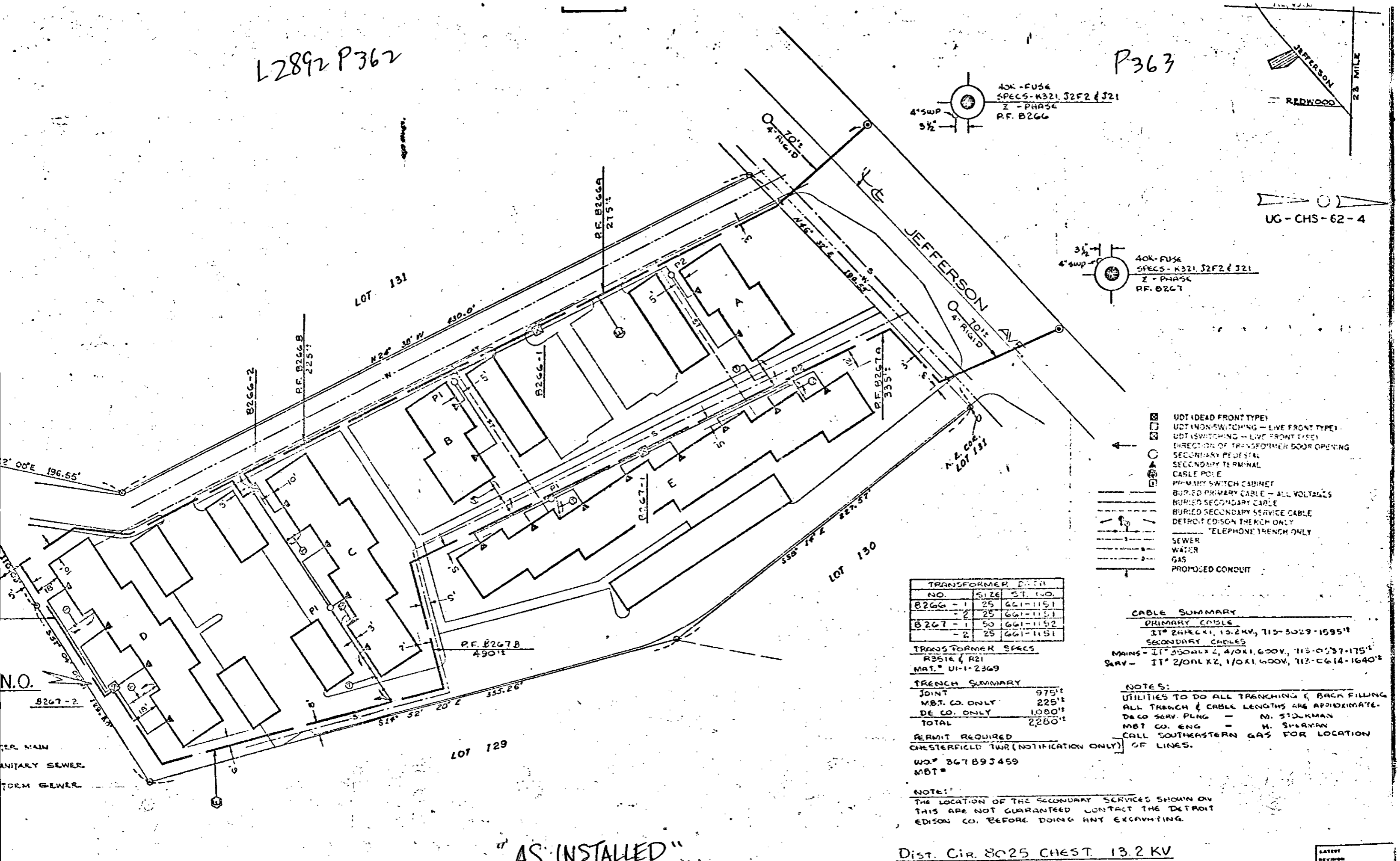
COPIES TO T. CRAFT - MT. CLEMENS S.P. SIGNED John N. Waterloo  
John N. Waterloo  
Real Estate and R/W Department

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

RECORDED  
RIGHT OF  
WAY  
NO. 29447

L2892 P362

P363



- ☐ UDT DEAD FRONT TYPE
- ☐ UDT (NON-SWITCHING - LIVE FRONT TYPE)
- ☐ UDT (SWITCHING - LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDestal
- SECONDARY TERMINAL
- CABLE POLE
- PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

TRANSFORMER DATA		
NO.	SIZE	ST. NO.
B266-1	25	661-1151
-2	25	661-1151
B267-1	50	661-1152
-2	25	661-1151

TRANSFORMER SPECS  
R351E & R21  
MAT. # UI-1-2369

TRENCH SUMMARY	
JOINT	975'
MBT. CO. ONLY	225'
DE CO. ONLY	1,080'
TOTAL	2,280'

PERMIT REQUIRED  
CHESTERFIELD TWR (NOTIFICATION ONLY)  
WD# 36789J459  
MBT#

NOTE:  
THE LOCATION OF THE SECONDARY SERVICES SHOWN ON THIS ARE NOT GUARANTEED CONTACT THE DETROIT EDISON CO. BEFORE DOING ANY EXCAVATING.

CABLE SUMMARY  
PRIMARY CABLE  
IT# 2416 X1, 13.2KV, 713-5029-1595'  
SECONDARY CABLES  
MAINS - IT# 350ALX2, 4/0K1, 600V, 713-0537-175'  
SERV - IT# 2/0NLX2, 1/0K1, 600V, 713-0614-1640'

NOTES:  
UTILITIES TO DO ALL TRENCHING & BACK FILLING  
ALL TRENCH & CABLE LENGTHS ARE APPROXIMATE.  
DE CO SERV. PLNG - M. STOLKMAN  
MBT CO. ENG - H. SHERMAN  
CALL SOUTHEASTERN GAS FOR LOCATION OF LINES.

"AS INSTALLED"

Dist. Cir. 8025 CHEST. 13.2 KV

REVISION	REVISION	REVISION	REVISION	REFERENCE	DATE	BY	STATION DIRECT BURIED SYSTEM - UAD -	THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT
					7-27-72	J. L. [unclear]	VILLE DU LAC CONDOMINIUM	SCALE: LAYOUT JOB NO. [unclear]