PROPOSED SUBDIVISIONS (Not Platted)

JOSEPH, ANTHONY, RAYMOND AND THOMAS SUB:

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 27 day of Houl 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 referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

WITNESSETH:

WHEREAS, Owners are developing land for subdivision purposes in the City of Warren , Macomb County, Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later date and Owners desire EDISON and BELL to install their underground lines and facilities prior to said recording.

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:

- 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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and BELL shall be granted by Owners in a separate instrument.
- (3) Owners will place survey stakes indicating property lot lines before trenching.
- (4) Where sewer lines will parallel electric and communication lines,
 be extended into each lot for a distance of one (1') foot beyond sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.
- (5) 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.
- (6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.
- (7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

DE FORM LE 13 9-71 CS

-1-

RECORDED IN MACOMB COUNTY **RECORDS** AT:

BK - REGISTER OF DEEDS

RETURN TO

DAVID R. WINFIELD THE DETROIT EDISON COUTABLY 76 S. CRATIOT MT. CLEMENS, MICHIGAN 48048

RECORDED 11.1 3

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

- (9) 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 plat 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.
- (11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Fublic Service Commission.
- (12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while the ground is frozen.
- (13) EDISON and BELL will own and maintain the secondary service and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.
- (14) Upon the further acceptance and recording of the plat for the above described land, the easement herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administra tors, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

T. KATHERINE HAYES

DE FORM LE 13 11-71 CS

Prepared by: Michael Mc Cabe 76 S. Gratiot

Mt. Clemens, Michigan 48043

THE DETROIT EDISON COMPANY

ROBERT R. TEWKSBURY,

Real Estate and Rights of Way Dept.

ASST. SECRETARY IRENE C. KATA

MICHIGAN BELL TELEPHONE COMPANY

DIVISION STARE ASSISTANT (authorized signature)

-2-

Ş. ś

STATE OF MICHIGAN)	
COUNTY OF WAYNE)	
On this 31st day of May ,19 77, before me the	
subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury	
and Irene C. Kata , to me personally known, who being by me duly sworn	
did say they are the Dir., R/E & R/W Deptand 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 instru-	
ment is the corporate seal of said corporation, and that said instrument was signed	d
in behalf of said corporation, by authority of its Board of Directors, and	
Robert R. Tewksbury Irene C. Kata acknowledged said	
instrument to be the free act and deed of said corporation.	
Delta · 16 · 2	
Natherine Haifer	, .
Notary Public, Wayne County, Michigan	·
My Commission Expires: Notary Public, Carland County, Mich. Acting in Worne	
My Cemm. Expires February 10, 1980	
STATE OF MICHIGAN)	
COUNTY OF Macomb) ss.	
COUNTY OF MICCOURS ,	
•	
On this day of, 1977, before me the subscriber	r,
On this and day of the subscriber of the subscri	-
to me personally known, who being by me duly sworn did say that he is	_
DIVISION STATE ASSISTANT 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 LH SHELTON	
acknowledged said instrument to be the free act and deed of said corporation.	
Melland Hartman	
Melford Hartman Notary Public, County, Michigan	
MELFORD HARTMAN	
My Commission Expires: My Commission Expires: My Commission Expires July 9, 1979	

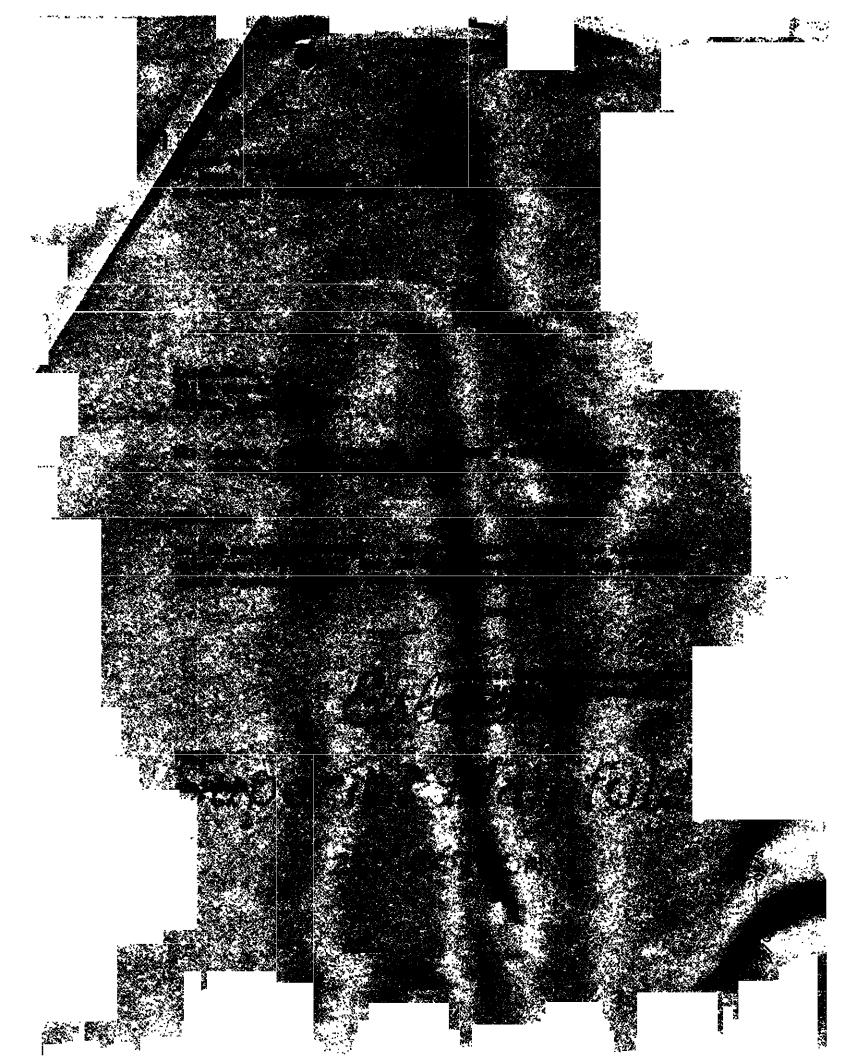
LIBER 2811 PAGE 282

"JOSEPH, ANTHONY, RAYMOND AND THOMAS SUBDIVISION NO. 2" Beginning at a point in the East & West 1/4 line of said Section 10, TlN, R12E, also being the North line of Common Road (86 feet wide), a distance of 560.00 feet North 89°55'36" West of the East 1/4 post of said Section 10, thence continuing North 89°55'36" West 561.35 feet along said North line of Common Road, thence North 00°17'24" East 43.00 feet to the Southeast corner of Lot 25 of "Supervisor's Plat of Trembley Acres Subdivision" as recorded in Liber 23 of Plats on page 48 of the Macomb County Records; thence North 89°55'36" West 500.09 feet along said North line of Common Road; thence North 00°48'54" East 137.41 feet to a point in the North line of said Lot 25, thence South 89°55'36" East 498.83 feet along the North line of said Lot 25 to the North-corner of said Lot 25, thence North GO°17'24" East 4.59 feet, thence South 89°49'43" East 559.96 feet, thence South 60°08'25" East 184.03 feet to the point of beginning. Containing 15 lots, numbered 18 thra 32.

KARAM BROS. INC. 29198 Hoover Read Warren, Michigan 48093 Witness: X Sharon A. Wernauch Signed:X Sharon A. Wei/nrauch Mitchell E. Karam, Vice President Joseph A. Karam, Jr. STATE OF MICHIGAN) SS COUNTY OF MACOMB) , before 27th On this day of April ,A.D. 19<u>77</u> , to me personally me appeared ___ Mitchell E. Karam and known, who being by me severally duly sworn, did say that they are the <u>Vice President</u> and <u>of Karam Bres Inc</u>, a Michigan Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and the said Mitchell E. Karam and the said instrument to be the free act and deed of the said Karam Bros, Inc. Sparon A. Weimauch SHARON A. WEINRAUCH Notary Public County, Mich. Macomb Mr Commission Expires RECOR Witness:X Signed:X Mitchelk E. Karam Karam, Jr. Dumauc A. Weinrauch now E. Biedermann Karen Orow Diedermann Anna Biedermann STATE OF MICHIGAN a COUNTY OF MACOMB day of April ___A.D. 19 77, before me, the undersigned a Notary Public in and for said county, personally appeared Victor E. Biedermann and Anna Biedermann known to me to be the person s named in and who executed the foregoing instrument as grantor s and acknowledged the same their free act and deed. to be Notary Public Macomb County, Mich

Mr commission expires:

10/14/78



MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12-53	To Thomas Augen, 630 M.C.B.	
RE:	Joseph, Anthony, Raymond and Tho	ms Subdivision, City of Werren, Macomb County.
Plea	se have enclosed copies of Agreem	ent-Easement-Restrictions signed by Edison
and	Bell and the jurats completed.	
COPIES TO:		SIGNED MICHAEL W Cupe
REPORT		Michael McCabe, Representative Real Estate, R/W & Claims
REPORT		Macomb Division
DATE RETURNED	TIME	SIGNED

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12-53	TO Burid Free, Ser. Pl	., Theesh Division ATE 5-2-77 TIME	
	Underground Service - Jose	ok, Anthony, Raymond and Thomas Subdivision	
	City of Warran, Macomb Cour	ity.	
Agre	ement-Tesement-Restrictions	obtained. OK to proceed with construction.	
COPIES TO: Lines (Efice Manager	SIGNED Michael W'Chr	•
REPORT		Michael McCabe, Regresentative Real Retate, R/W & Claims	
<u> </u>		Mecomb Division	
DATE RETURNED	TIME	SIGNED	

2000 Second Avenue Detroit, Michigan 48226 (313) 237-8000

Macomb Division 76 South Gratiot Avenue Mt. Clemens, Michigan 48043

July 7, 1977

Karam Bros., Inc. 29198 Hoover Road Warren, Michigan 48093

RE: Joseph, Anthony, Raymond and Thomas Subdivision - City of Warren, Macomb County, Michigan.

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement, dated April 27th, 1977, for the underground electric and communication services for the above named project.

Sincerely.

Michael McCabe, Representative Real Estate and Rights of Way

Macomb Division

MMC: pb

Enclosure

RECORDED RIGHT OF WAY NO. 3/0/2

Detroit Edison

Macomb Division 162 S. Gratiot Avenue Mt. Clemens, Michigan 48043

April 5, 1977

Karam	Bros.,	Inc.	
291 98	Hoover	Road	 ·
Warrer	n. Michi	Lgan	

Subject: Joseph, Anthony, Raymond, Thomas Subdivision # 1 & 2

Dear Mr. Karam:

This letter will confirm our recent discussions regarding the installation of underground electric service facilities required for your residential project named above.

The extension of service to residential complexes is covered by Rules B-3.3 and B-3.4 of the Company's rules for electric service. These rules in their entirety are available for your inspection at any customer office of the Detroit Edison Company.

Specifically, Rule S-3.3, as amended by the Michigan Public Service Commission in their Order in Case U-4738 dated October 18, 1976, limits Detroit Edison construction costs for line extensions required to serve residential customers. The Company will construct distribution circuit extensions at its own cost when the estimated direct construction cost of such extensions less any required contributions for underground distribution systems does not exceed two times the estimated average annual revenue to be received by the customer(s) to be immediately served. The standard allowance is determined by multiplying the number of residential dwelling units by \$500 (two year estimated average annual revenue). Extensions involving costs in excess of this standard allowance will require a refundable customer advance for construction which must be paid prior to the beginning of construction of the extension.

Rule B-3.4 sets forth charges for non-refundable contributions in aid of construction required to offset the difference in cost between overhead and underground construction.

When the original customer(s) or its equivalent are actually connected to the extension, the Company will refund the amount advanced at the rate of \$500 for each additional residential customer placed in service.

Refunds as described above will be made without interest for a five year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company will have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered to be a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

For your project the following applies:

this agreement is attached for your record.

ior your	project the following applies.			
Item 1.	Direct construction cost excluding engineering overhead costs and administrative costs for the distribution extension required.	\$_	3,360.00	
Item 2.	Non-refundable contribution in aid of construction for underground - overhead differential costs.	\$_	1,837.50	
Item 3.	Standard allowance - one (residential dwelling units under construction) x \$500 =	\$_	500.00	
Item 4.	Refundable advance → Item 1 minus (sum of items 2 and 3) →	\$_	1,022.50	- 8
circuit o this let ditions (be pleased to arrange for construction of the diextension required upon receipt of the original ter, acknowledging your acceptance of the terms therein, accompanied by a check in the amount of 2 and 4 above, namely \$ 2.860.00 . A contract the contract of the amount of 2 and 4 above.	co an	py of d con- he sum	SECORDED AN AN

Sincerely,

Fixing Stanyacty laws Ferris S. Bourjaily, Director

Service Planning Macomb Division

ACCEPTED:

Date

DATE: April 5, 1977

Kara	m Bros.,	Inc.						
2919	8 Hoover	Road						
	en, Mich							
RE:	Joseph,	Anthony,	Raymond,	Thomas	Subdivision	#,	٤	2

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.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

Service Planer

4-5-77

Date

C-E-R-T-I-F-I-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 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.

A-74254 for this development is in my/our possession and will be used for this purpose.

	herain how me.
Title	Tula Elber VI.
Name	m TENSIL E GARAN
Title	
Date	

hots 18 them 25

18172517 xx 893 GNMENT OF PURCHASER'S INTEREST IN LAND CONTRACT



FCRM 1127 For a valuable consideration, receipt of which is acknowledged, the undersigned assignor....., whose address is Sankuer Drive, Warren, Michigan hereby assign, Ezra S. Shaya and E. Carole Shaya, his wife 48093 whose address is 31170 Hoover Road, Warren, Michigan 1974, executed between Victor E. Biedermann a certain land contract dated July 3, and Anna Biedermann, his wife Seller, and Michael F. Suchowski, a married man as Purchaser, Macocob County, Michigan, or Warren the east 1/4 post of section 10; thence south 85 degrees 35 minutes 50 seconds West 350.0 feet to point of beginning; thence South 85 degrees 36 minutes 50 seconds West 771.35 feet; thence North 3 degrees 36 minutes West 184.99 feet: thence North 85 degrees 42 minutes 45 seconds East 769.97 feet; thence South 4 degrees 01 minutes 30 seconds East 183.67 feet to the point of beginning.

seconds East 183.67 feet to the point of beginning.

seconds East 183.67 feet to the point of beginning. belience owing upon said contract of thirty six thousand, eight hundred & no/100 (\$36,800.00) collars __.which the said assign with interest from July 3, 1974 Dated July 5, 1974 Signed in the presence of: Roxie Suchowski, his wife STATE OF MICHIGAN County of Macomb July 19.74, before me, a Notary Public in and for

On this....5.th

said county, personally appeared Michael F. Suchowski and Roxie Suchowski, his wife

to me known to be the same person. Sedescribed in and who executed the foregoing instrument and then acknowledged the same

Business address:

free act and deed. to be their

Receipt of a duplicate of the above is hereby acknowledged.

reby accept the above assignment.

Drafted by: Michael F. Suchowski

Helen M. Wojdacki

My Commission expires

31715 Sankuer Dr. 48093 Warren, Michigan

Expires June 7, 1976

Notary Public,

County, Michigan

With Alternate Tax and Insurance Provisions



This Co	referred to Made this 3rd day of July
	or E. Biedermann and Anna Biedermann, his wife
Detween	Carrier and the second
	hereinafter referred t
	i. 5343 Hough Road, Dryden Michigan sel F. Suchowski, a married man
and IIICHA	2 3 3 7 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
	hereinafter referred to as
whose address i	, 31715 Sankuer Drive, Warren, Michigan
Mitaesseth	en de la companya de En la companya de la
1. THE SELL	ER AGREES AS FOLLOWS:
(a) To sell	l and convey to the Purchaser land in the City of Narren
Macomb	County, Michigan, described as: T1N, R12E Sec. 10,
Commencin	g at the East 1/4 post of Section 10; thence South 85 deg. 3
.50 second	s West 350.0 feet to the point of beginning; thence South 85
36 minuté	s 50 seconds West-771:35 feet; thence North 3 deg. 36 minute
	et; thence North 85 degrees 42 minutes 45 seconds East -769 9
	uth 4 deg. 01 minutes 30 seconds East 183.67 feet to the poi
beginning	
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	the control of the co
3 14 2	- The contraction of the second section of the contraction of the second section of the section of the second section of the section of the second section of the section of the second section of the section of the second section of the sec
together with a	li tenements, bereditements, improvements and appurtenances, including all lighting fixtures, p
	on blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and
	now
and subject to	all applicable building and use restrictions, and essements, if any, affecting the premises.
(b) That	the consideration for the sale of the above described premises to the Purchaser is:
Forty-six	thousand(\$ 46,000.00
of which the su	m of Nine thousand; two hundred (\$ 9,200.00
has heretofore	been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of
Thirty-siz	x thousand, eight hundred (\$ 36,800.00
is to be paid to	the Seller, with interest on any part thereof at any time unpaid at the rate of Seven
	annum while the Purchaser is not in default, and at the rate of Eight (8
bet sunnum who	en and as often as the Purchaser is in default. XINX half and XIX half half half half half half half half
TENERAL TO SOLET	SEE ADDENDIM
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

- (c) Upon receiving payment in full of all sums owing herein, less the amount-then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract; to execute and deliver to the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and ensements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.
- es a Policy of Title Insurance (d) To deliver to the Purchaser as evidence of title, et - the effective date of the policy or certification date of Abstract to be approximately the date of this con-by the Burton Abstract and Title Company of Detroit. The Seller shall have the right to retain possess tract, and issued by the sion of this evidence of title during the life of this contract and upon demand, shall lend it to Purchaser upon the pledging of a reasonable security.
- THE PURCHASER AGREES AS FOLLOWS:

examined ()

. .

- (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon: as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.

- (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.
- (d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Selier upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss and damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of Tuzes, Arresments and Insurance is inserted in the following Paragraph 2 (e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective annually

To pay mentile in addition to the months payments hereing reportionated, the sum of One thousand ... -05/100 (\$1,119.05) LARS, which is an estimate of the 22 12 cost of the taxe", one hundred thereen. essessments and insurance premiums in the premises, which shall be credited by the Seller on the suppose principal balance due on the contract. If the Purchaser is not in default, the terms of this contract is feller shall pay for the Purchaser's due on the contract. If the Purchaser is not in default terms of this contract is teller shall pay for the Purchaser's account, the taxen, assersments and insurance premiums mention that the purchaser's account, the taxen, assersments and insurance premiums mention that the period of the period therefor to the contrasted west payment, under this process on the contrast of the estimated west payment, under this process only be adjusted from time to the contract the amount received shall approximate the total sum required annually for taxes, assessed and not adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by

June 25, 1914

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QUIT CLAIM DEED

(STATUTORY FORM)

a 90874

RECORDED IN MACOMB COUNTY RECORDS AT: 12:41 PM.

NOV - 3 1971

CLERA - REGISTER OF DEEDS MACGMB COUNTY, MICHIGAN

KION ALL MEN BY THESE PRESENTS: That MITCHELL E. KARAM AND JEAN KARAM, his wife whose address is 1466 Lenox, Bloomfield Hills, Michigan, quit claim to JOSEPH A. KARAM, whose street number and postoffice address is 29198 Hoover Road, Warren, Michigan 48093, an Undivided 13% Interest in the following described premises situated in the City of Warren, County

of Macomb, and State of Michigan, to-wit:

. The from principal secondal. Like 2182 lage 294

A parcel of land located in and being a part of the Northwest 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Beginning at a point in the Southerly right-of-way of Thirteen Mile Road (120.00 feet wide) being a distance of 530.00 feet North 89 53' L5" East in the North line of said Section 10 and a distance of 60.00 feet S. CO 27' 30" East of the Northwest corner of said Section 10; thence continuing South 00° 27' 30" East 204.93 feet; thence S. 89° 04' West 265.02 feet; thence N. 48° 14' 10" East 314.07 feet along the center line of the Bear Creek Drain to a point in the Southerly line of said Thirteen Mile Road; thence N. 89° 53' 45" East 29.08 feet to the point of beginning. Containing 0.693 of one

acre of land.

عبات سيري 1207, ETA, بتشالع المعلم تراريم إلى إلى إلى إلى إلى

A parcel of land located in and being a part of the Northwest 1/4 or Section 10, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan and being more sparticularly described as follows:

Beginning at a point in the Southerly right-of-way line of Thirteen Mile Road, a distance of 530.00 feet North 89° 53' 45" East in the Northerly line of said Section 10' and a distance of 60.00 feet South 00° 27' 30" East of the Northwest corner of said Section 10; thence North 89° 53' 45" East 267.18 feet along the Southerly right-of-way line of said Thirteen Mile Road; thence South 0° 22' 16" East 660.17 feet; thence South 89° 04' West 266.18 feet; thence North 0° 27' 30" West 664.33 feet to the point of beginning.

A parcel of land located in and being a part of the Northwest 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Beginning at a point in the Southerly right-of-way line of Thirteen Mile Road (120.00 feet wide) a distance of 863.27 feet N. 89° 53' 45" East in the North line of said Section 10 and a distance of 60.00 feet S. 00° 22' 16" East of the Northwest corner of said Section 10; thence N. 39° 53' 45" East 146.80 feet along the Southerly right-of-way line of Thirteen Mile Road; thence South CO 27' 30" East 270.00 feet; thence South 89° 53' 45" West 147.21 feet; thence N. 00° 22' 16" West 270.00 feet to the point of beginning. Containing 0.911 of one acre of land.

Real BOXES - RECEITER

RECORDED RIGHT

LUER 2236 MOE 415

QUIT CLAIM DEED - CONTINUED

STAIC, ABSSA, UMS, UMARŲ SŲAS A parcel of land located in and being a part of the Southwest 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren, Macemb County, Michigan, and being more particularly described as follows: Beginning at a point in the South line of Common Road, (86 feet wide) a distance of 418.04 feet South 89° 29' West along the East and West 1/4 line and a distance of 43.00 feet South 00° 20' 49" West of the Center Post of said Section 10; thence continuing South 00° 20' 49" West 1269.53 feet thence South 89° 42' 11" West 804.42 feet; thence North 36° 06' 40" West 165.06 feet to a point in a curve concaved to the West and having a radius of 708.00 feet; thence 660.24 feet along the arc of said curve and 636.57 feet along its long chord bearing North 27° 10' 25" East; thence North 00° 27' 30" East 563.49 feet; thence North 89° 29' East 614.13 feet to the point of beginning. Containing 19.755 acres of land.

Lot 1, together with a right of way for ingress and egress over Greentree Drive, Greentree Subdivision according to the Plat thereof as recorded in Liber 58, on Page 39 of Plats, Macomb County Records.

-2-6 13.57A1+01 A parcel of land located in and being a part of the Southeast 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Commencing at East 1/4 Post Section 10; thence South 86.0 feet; thence North 89° 56' West 240.0 feet to point of beginning; thence South 152.50 feet; thence North 89° 56' West 1222.17 feet; thence North 0° 25' East 152.50 feet; thence South 89° 56' East 1221.06 feet to point of beginning. 4.322 acres.

all of The sac A parcel of land located in and being a part of the Southeast 1/4 of Section 8, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Commencing at Southeast corner Section 8, thence South 89°
42' West 990 feet along South Section line to point of beginning; thence North 2° 06' East 396.0 feet; thence South 89°
42' West 110 feet; thence South 2° 06' West 396 feet; thence
North 89° 42' East 110 feet to beginning. Subject to the rights
of the public reserved over the S. 60' thereof for road purposes.

CD of

A parcel of land located in and being a part of the Southeast 1/4 of Section S, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Beginning at a point 1428.40 feet West and North 0° 17' East 408.00 feet of the Southeast corner of Section 8; thence North 0° 17' East 150.00 feet; thence West 328.50 feet; thence South 0° 17' West 150.00 feet; thence East 328.50 feet to point of beginning; Excepting and reserving the West 30 feet for street purposes, also reserving East 5 feet for easement, said property being parcels 10, 11, 12, Wm. J. Walkers Small Farms Subdivision No. 1, an unrecorded Plat.

13140

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KNOW ALL MEN BY THESE PRESENTS: That Michael F. Suchowski and Roxie Suchowski, his wife

31715 Sankuer Dr., Warren, Michigan 48093

and Warrant Ezra S. Shaya and E. Carole Shaya, his wife

whose street number and postoffice address is 31170 Hoover Road, Warren, Michigan

the following described premises situated in the City Warren County of Macomb and State of Michigan, to-wit: Part of Lot 25 of Supervisor's Plat of Trombley Acres part of West 100 acres of northeast 1/4 Section 10, town 1 north, range 12 east, Warren Township, Macomb County, Michigan according to the plat thereof as recorded in liber 23 page 48 of plats, Macomb County Records, described as: Beginning at a point on the south line of Lot 25 of Supervisor's Plat of Trombley Acres Subdivision, town 1 north, range 12 east, City of Warren, Macomb County, Michigan, distant north 86 degrees 05 minutes 30 seconds east 376.00 feet from the southwest corner of said lot; thence north 3 degrees 10 minutes west 137.42 feet; thence north 86 degrees 05 minutes 30 seconds east along the north line of said lot

(SEE REVERSE SIDE FOR BALANCE OF LEGAL DESCRIPTION) together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Thirty thousand five hundred dollars (\$30,500.00)

	Roxie Such	lowski, his wife	RECORDED RIGHT OF WAY
			WO.
			3/0/
			- B
19 74	Olam	Carl Garan	
ificate		City Treasurer's Certificate	
		•	
	wski and Rox	19 74 Donna J. G	Donna J. Grogis Macomb Notary Public, County, Michigan

CONTINUOUSLY SINCE AND TITLE COMPANY HAS OPERATED



ABSTRACTS of TITLE

ESCHON AND TAX SERVICE

ER OUR TERCOGROUT MICHIGAN TITLE INSURANCE

Gerring Cantinenamy Jimos 1808

WARRANTY DEED STATUTORY FORM

firen to the following: using this form attention should be

of grantors, witnesses and notary public beneath their signatures. CL 1948, 565-201; Stat. Ann. 1. Print, typewrite or stamp the names

commonly used and if not, the post office 2. State the address of each grantee. Include the street number address if such is - '3. Marital Status of each male grantor must be shown. CL 1948, 565.221; Stat. Ann. ddress. CL 1948, 565.201; Stat. Ann. 26.1221.

upon the face thereof. CL 1948, 565.201; Stat. of each person who executed the instrument hnn. 26.1221. . Frint, typewrite or stamp the address

of the person drafting the instrument CL 1948, 565.201a; Stat Ann. 26.1221(1). 5. State the name and business address

LEGAL DESCRIPTION CONTINUED:

498.84 feet; thence south 3 degrees 41 minutes 30 seconds east along the east line of said lot 137.40 feet; thence south 86 degrees 05 minutes 30 seconds west 500.09 feet to the point of beginning.

RECORDED RIGHT OF WAY NO ...



MACOMB DIVISION

Date:

July 7, 1977

To:

Margaret J. Horvath

Records Center

From:

Eugene T. Rakes KIK

Real Estate, R/W and Claims

Macomb Division

Subject: Agreement-Easement-Restrictions for Underground Residential

Distribution for Joseph, Anthony, Raymond and Thomas Subdivision, located in Part of the Northeast 1/4 of Section 10, Town 1 North, Range 12 East, City of Warren,

Macomb County, Michigan.

Attached for Records Center is the executed Agreement dated April 27, 1977, for the above named project. Also enclosed are other pertinent papers relative to this project.

The Easement for this project was requested by David Carr of Service Planning Department, Macomb Division. The Agreement was negotiated by Michael McCabe of this Department.

The Detroit Edison Company and Michigan Bell Telephone Company made this agreement with Karam Bros., Inc., the developers of Joseph, Anthony, Raymond and Thomas Subdivision.

Please make the attached papers a part of recorded Rights of Way file.

ETR:pb

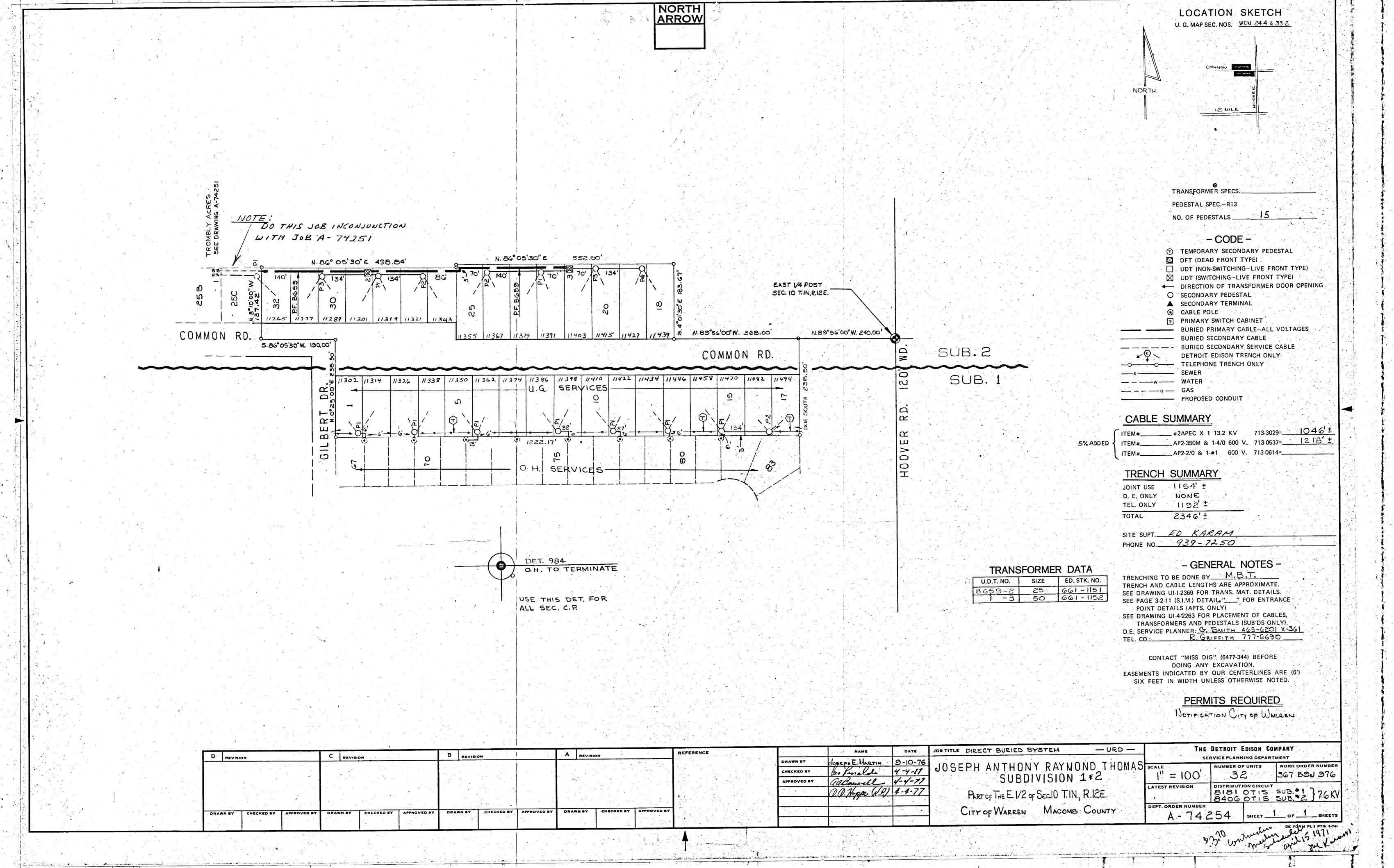
Attachment

APPLICATION FOR U.R.D. EASEMENTS	FOR PEC 2 4.5-77 10 ME -7 /2
TO MP DAVID WINFIELD	Application No.
DISTRICT MACHINES OF MAY S PER. SOF	Date
We have included the following necessary material and information	
MATERIAL A. Subdivision 1. Capy of complete final proposed plat, or 1. 2. Recorded plat a. Site plan b. Title information (deed, title committment, contract, or title sear	rch) 🗸
or B. Other than subdivision 1. Property description. 2. Site plan. 3. Title information (deed, title committment, contract with title committee)	ittment, or title search).
1. Project name JOSEPH ANTHONY RAYMOND	_County_MACOMB
City Fownship Village WAREN	Section No. /O
Type of Development X Subdivision Apartment Complex 939-735	Mob.le Home Park
Apartment Complex 1 1900 Kun	7 Other
2. Name of Owner KARAM DROS. INC.	_ Phone No
Address 29198 HOOVER	REC.
Owner's Representative LOSEPH KARAM	Phone No. 7510050
3. Date Service is Wanted	RIG
4. Entire project will be developed at one time	∑ YES NO ☐
5. Cable poles on property	ŢYES XNO €
6. Joint easements required	Y YES NO WAY
	2-2- (21/
b. Other collity engineer names, addresses, phone numbers: 201	
777-9960 10 M1 R 7. Part of subdivision is fed from overhead service	
	E Company of the Comp
	_
8. Additional information or comments	
NOTE. Trenching letter attached will be submitted later.	SERVICE P. ANNING DEPARTMENT 465-6201 SERVICE P. ANNING DEPARTMENT 465-6201 SERVICE P. ANNING DEPARTMENT 465-6201

All curviliness are given in feet.
All curviliness distributes as elected points of the syncil to represent the location points of permanent currents or synems to location points of permanent currents or synems.

Lot markets are 127 distributes to 127 long from bard bearing, comply with the of the pre-routly planted fresh incates individuals no. 2, is recreded it alberted incates individuals no. 2, is recreded it alberted by out fights.

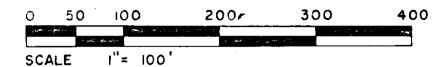
All show lot lines the subject to street light drop out fights. 11 AS PROPOSED That the locatings shown on the plat ere expressed as : quired be Section [25] [3] of the let and as explained in the letend that I have made such survey, last division, and plat by the direction of the owners of such last. That the eccuracy of survey is within the limits required by saction 12s of the .ct. that the required non-monts and int Burkers have been located in the ground as rejuited by bectica 125 of the lat. That such plat is a degreed tepreservation of all the exterior boundaries of the land surveyed and the substrates of it. that I have europio, bivided topical the latt shown on this plat describes as follows: 2 to 1, 1, 14 M AVM to 10 14 M AVM to 1 i) coercity that are private teamonts for public utilities and reinterance of surface drainage unless otherwise specifical. I, CALLO J. L.N. E., Distribute Cast. L'Ye SOWNEYOR'S CPALITY OF POUT OF THE NEW ACOMS COUNTY, MICHIGAN JOSEPH, ANTHONY, RAYMOND AND THOMAS SUBDIVISION NO 2 MANIS, LINCHARD & ASSOCIATES, INC. 29400 Pro., yes "Mr Autron, Michigan (829) TO VALUE BEAGE SHOPE TO THE TAIL Approves on as a complying with Section 192 of Let 288, P.A. That and the applicable rules and revuletions published by my cffire in the County of Waccomb. Thomas S. weigh, Prein Counterioner OCUMENT DRIVEN COMMISSIONERS CERTIFICATE Macomb County Transures ameser to the live years | the relation or special ameser to the live years | terrality | the lands included in this plat. ANTICONE PRESENTATIONS M COMISSION COICE. CHECOTH OF MICHIGAN S he in prominents intify that we caused the lame enhanced in this plant to be inversely distribut, helped and that the full utility showings are greate easements and that all other engeneric and that all other engeneric are for the used shown on the plant. 4 hITN: Jobbat PROPERTOR'S CLASSIFIC TO w ٦ ٢ C. Carrie Days, C. 3 alfe slaft Herear Harren, Michigan 14693 on: Birder. on His 41fe Sit: Houth cond Orymen, Michigan 44428 atta is they a state thrower harren, Machigan decal Firther .. 3.ecos ash 5343 Housh and Bryon, Michigan 48428 C MACON IN 15 ATE 27; EASE M Secretary Party 33 Š This glat was reculsed for record on the STATE OF MANAGES AN das . Svirovet This plut has been reviewed and is approved by the County of "outed on a bean) in county in the county of the Coun of the City of Litera at a symbol by the City Council of the City of Litera at a rectine, held and also trives and form it to be an occamilation with Local 288, i.e., i.e., the city of accertainty and the council and council and council and council and city of Litera and another in the city of Litera and another and council and the city of Litera and another and under the available for connection. Action of page THE PARTY AND PARTY. density clerk -Where . Derutter, "Sarman Board of Journ, Consussituters BE SELECT OF 14 THE DESCRIPTION OF THE PERSONS Joseph S. March, City Clark TACTOR PRINCES TO BUILDING į 1 71.7 is in compliance 1967, and the

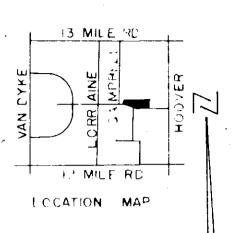


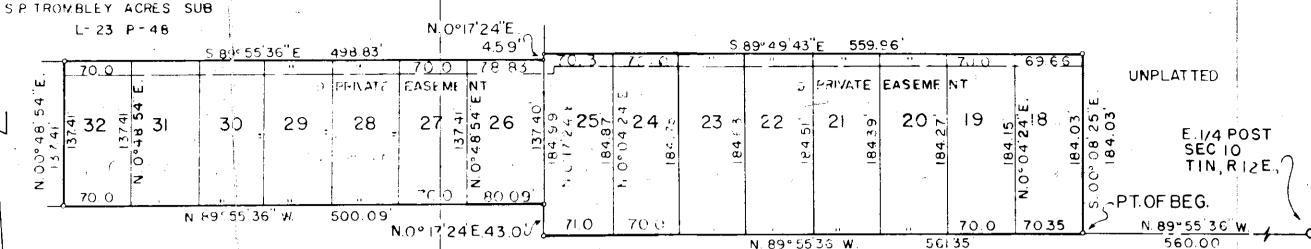
RECORDED RIGHT OF WAY NO. 37/6

JOSEPH, ANTHONY, RAYMOND AND THOMAS SUBDIVISION NO 2

PART OF THE N.E. 1/4 SECTION 10, T.I.N., R.12 E., CITY OF WARREN, MACOMB COUNTY, MICHIGAN







COMMON ROAD 86' wd

PLAT LEGEND:

All dimensions are given in feet.
All curvilinear dimensions are given along the arc.
The symbol "o" represents the location points of
permanent concrete monuments.
Lot markers are 1/2" diameter by 18" long iron bars.
Bearings comply with those of the previously platted
Tech Estates Subdivision no. 2, as recorded in Liber
48 of Plats on page 18 of the Macomb County Records.
All side lot lines are subject to street light drop
out rights.
All easements shown are private easements for public
utilities and maintenance of surface drainage unless

SURVEYOR'S CERTIFICATE

otherwise specified.

I, GERALD J. LANDWEHR, SURVEYOR, CERTIFY:

That I have surveyed, divided mapped the land shown on this plat described as follow: "JOSEPH, ANTHONY, RAYMOND AND THOMAS SUBDIVISION NO. 2" Part of the N.E. 1/4 Section 10, T.1 N., R. 12 E., City of Warren, Macomb County, Michigan, and being more particularly described as follows:

Beginning at a point in the E. & W. 1/4 line of said Section 10, also being the North line of Common Road (86 feet wide), a distance of 560.00 feet N. 89° 55' 36" W. of the E. 1/4 post of said Section 10; thence continuing N. 89° 55' 36" W. 561.35 feet along said North line of Common Road; thence N. 00° 17° 24" E. 43.00 feet to the S.E. corner of Lot 25 of "Supervisor's Plat of Trombley Acres Subdivision" as recorded in Liber 23 of Plats on page 48 of the Macomb County Records; thence N. 89° 55' 36" W. 500.09 feet along said North line of Common Road; thence N. 00° 48' 54" E. 137.41 feet to a point in the North line of said Lot 25; thence S. 89° 55' 36" E. 498.83 feet along the North line of said Lot 25 to the N.E. corner of said Lot 25; thence N. 00° 17' 24" E 4.59 feet; thence S. 89° 49' 43" E. 559.96 feet; thence S. 00° 08' 25" E. 184.03 feet to the point of beginning. Containing 15 lots, numbered 18 thru 32, inclusive, in 3.950 acres of land.

That I have made such survey, land division, and plat by the direction of the owners of such land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required be Section 126 (3) of the Act and as explained in the legend.

MAY 11, 1976

MAVIS, LANDWEHR & ASSOCIATES, INC. 29400 Van Dyke Ave Warren, Michigan 48093

Gerald J. Landwehr, R.L.S. Vice President and Secretary

Michigan Reg. No. 10065

public utility easements are private easements and that all other easements are for the uses shown on the plat.

WITNESSES:

PROPRIETOR'S CERTIFICATE

Victor E. Biedermann 5343 Hough Road Dryden, Michigan 48428

Anna Biedermann, His Wife 5343 Hough Road Dryden, Michigan 48428

Ezra S. Shaya 31170 Hoover Warren, Michigan 48093

E. Carole Shaya, His Wife 31170 Hoover

Warren Michigan 48093

STATE OF MICHIGAN) SE

..CKNOWLEDGEMENT

Personally came before me this day of the above named Victor E. Biedermann, Anna Biedermann, His Wife, and Ezra S. Shaya, E. Carole Shaya, His Wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

We as proprietors certify that we caused the land embraced

in this plat to be surveyed, divided, mapped and that the

MY COMMISSION EXPIRES:

Notary Public _______,County, Michigan

COUNTY TREASURER'S CERTIFICATE

The records in my office show no unpaid taxes or special assessment for the five years preceding involving the lands included in this plat.

Adam E. Nowakowski Macomb County Treasurer

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

Approved on ______ as complying with Section 192 of Act 288, P.A. 1967 and the applicable rules and regulations published by my office in the County of Macomb.

Thomas S. Welsh, Drain Commissioner

CERTIFICATE OF MUNICIPAL APPROVAL

UNPLATTED

I certify that this plat was approved by the City Council of the City of Warren at a meeting held and was reviewed and found to be in compliance with Act 288, P.A. 1967. Minimum lot width and area required by Section 186 (d) Act 288 of Public Act 1967 has been waived and conforms with the legally adopted zoning and subdivision control ordinances of the City of Warren. Public sewer and water is available for connection.

Joseph S. Raich, City Clerk

COUNTY PLAT BOARD CERTIFICATE

This plat has been reviewed and is approved by the Macomb County Plat Board on as being in compliance with all of the provisions of Act 288, P.A. 1967, and the Plat Board's applicable rules and regulations.

Robert A. VerKuilen, Chairman Board of County Commissioners

Edna Miller, County Clerk - Register of Deeds

Adam E. Nowakowski County Treasurer

RECORDING CERTIFICATE

STATE OF MICHIGAN) S

This plat was received for record on the _____day of ______A.D., 197_, at _____.M., recorded in Liber ___ of Plats on pages _____.

Register of Deeds

Romary

RECORDED RIGHT OF WAY NO.