

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 21st day of JUNE, 1978,
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".

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the
City of Woodhaven, Wayne 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:

(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) 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, 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.

*THIS DOCUMENT IS RE-RECORDED TO SHOW
THE PROPOSED PLAT OF GATEHOUSE*

SUBDIVISION

RECORDED AUG 17 1978 AT 10 O'CLOCK
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

RECORDED JUL 26 1978 AT 11:47
FOREST E. YOUNGBLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

G320490

RE-RECORD

RECORDED RIGHT OF

G328006 3/6/09

(Subdivision Not Platted
Page 2)

(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.

(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 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/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 and/or BELL 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 accommodate 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. When 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 Public Service Commission.

(12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(13) EDISON and BELL will own and maintain the secondary services 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.

31609

(14) Upon the further acceptance and recording of the plat for the above described land, the easements 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, administrators, 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:

Leslie G. Sundstrom
LESLIE G. SUNDSTROM

Barbara Ann Maher
BARBARA ANN MAHER

Charles J. Girrbach
Charles J. Girrbach

Henry M. Pope Jr
HENRY M. POPE JR

Sherry Mandell
SHERRY MANDELL

Linda Nunley
LINDA NUNLEY

THE DETROIT EDISON COMPANY

By *Robert R. Tewksbury*
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

By *Irene C. Kata*
IRENE C. KATA ASST. SECRETARY
MICHIGAN BELL TELEPHONE COMPANY

By *Clarence E. Pietrzak*
CLARENCE E. PIETRZAK, AREA ENGINEER
(Authorized Signature)

WARD ASSOCIATES
a MICHIGAN CO-PARTNERSHIP
26211 CENTRAL PARK PLAZA
SUITE 318
SOUTHFIELD, MICHIGAN 48075

Sanford Ward P.P.
SANFORD WARD, CO-PARTNER

Gerald Ward
GERALD WARD, CO-PARTNER

RECORDED IN BOOK OF WAY NO. 31609

APPENDIX "A"

GATEHOUSE SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{2}$ OF SECTION 14, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN, IS DESCRIBED AS COMMENCING AT THE WEST $\frac{1}{2}$ CORNER OF SECTION 14, THENCE ALONG THE WEST SECTION LINE DUE NORTH 849.75 FEET; THENCE ALONG THE NORTH BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1" (AS RECORDED IN LIBER 90, PAGES 16 AND 17 OF PLATS, WAYNE COUNTY RECORDS) S.89°57'40"E. 360.00 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 488.00 FEET; THENCE N.89°57'40"W. 300.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF ALLEN ROAD (120 FEET WIDE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE DUE NORTH 60.00 FEET; THENCE S.89°57'40"E. 300.00 FEET; THENCE DUE NORTH 88.00 FEET; THENCE S.89°57'40"E. 3.5 FEET; THENCE DUE NORTH 57.00 FEET; THENCE N.89°57'40"W. 3.5 FEET; THENCE DUE NORTH 98.56 FEET; THENCE PARTIALLY ALONG THE SOUTH BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 3" (AS RECORDED IN LIBER 911, PAGE 60 OF PLATS, WAYNE COUNTY RECORDS) S.89°56'50"E. (RECORDED AS S.89°57'40"E.) 1288.09 FEET; THENCE ALONG THE WEST BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1" (AS RECORDED IN LIBER 90, PAGES 16 AND 17 OF PLATS, WAYNE COUNTY RECORDS) S.00°04'11"E. (RECORDED AS S.0°03'30"E.) 791.25 FEET; THENCE CONTINUING ALONG THE BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1", N.89°57'40"W. 1289.06 FEET TO THE POINT OF BEGINNING. CONTAINING 23.819 ACRES.

RECORDED RIGHT OF WAY NO. 31609

LI 20194 PA 400

LI 20221 PA 265

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

On this 21st day of JUNE, 1978, before me, a Notary Public, personally appeared Sanford Ward to me personally known, who being by me duly sworn, did respectively say that He (is, was) (a) member(s) of the partnership known as Ward Associates, a Michigan co-partnership which executed the within instrument and that He acknowledged said instrument to be the free act and deed of the said partnership.

My Commission Expires: 12-27-80

Sherry Mandell
Notary Public SHERRY MANDELL

OAKLAND County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF Oakland)

On this 21st day of JUNE, 1978, before me, a Notary Public, personally appeared Gerald Ward to me personally known, who being by me duly sworn, did respectively say that He (is, was) (a) member(s) of the partnership known as Ward Associates, a Michigan co-partnership which executed the within instrument and that He acknowledged said instrument to be the free act and deed of the said partnership.

My Commission Expires: 12-27-80

Sherry Mandell
Notary Public SHERRY MANDELL

OAKLAND County, Michigan

51609

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 10th day of July, 1978, before me, the subscriber, a Notary Public in and for said County, personally appeared Robert R. Tewksbury and Irene C. Kata to me personally known, who being by me duly sworn, did say that they are the Director, Real Estate and Rights of Way and 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 Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: _____ Barbara Ann Maher
Notary Public

BARBARA ANN MAHER
Notary Public, Wayne County, Mich. _____ County, Michigan
My Commission Expires 8-23-78

STATE OF MICHIGAN)
) SS
WAYNE
COUNTY OF ~~CALHOUN~~)

On this 22nd day of JUNE, 1978, before me, the subscriber, a Notary Public in and for said County, appeared Clarence E. Pietrzak to me personally known, who being by me duly sworn, did say that he is Area Engineer, 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 Clarence E. Pietrzak acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: January 27, 1981 Charles J. Girrback
Notary Public/CHARLES J. GIRRBACH

Wayne County, Michigan

DRAFTED BY AND RETURN
TO: CHARLES J. GIRRBACH
16333 TRENTON RD. - 11TH FLOOR
SOUTHGATE, MICHIGAN 48195

31609

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RECORDED RIGHT OF WAY NO.

31609

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RECORDED
RIGHT OF WAY NO. 31609

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IN THE PRESENCE OF:

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LESLIE G. SUNDSTROM

Barbara Ann Maher
BARBARA ANN MAHER

Charles J. Gurrbach
Charles J. Gurrbach

Henry M. Pope Jr.
HENRY M. POPE JR.

Sherry Mandell
SHERRY MANDELL

Linda Cunley
LINDA CUNLEY

THE DETROIT EDISON COMPANY

By *Robert R. Tewksbury*
ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

By *Irene C. Kata*
IRENE C. KATA ASST. SECRETARY
MICHIGAN BELL TELEPHONE COMPANY

By *Clarence E. Pietrzak*
CLARENCE E. PIETRZAK, ARMA ENGINEER
(Authorized Signature)

WARD ASSOCIATES
a MICHIGAN CO-PARTNERSHIP
26211 CENTRAL PARK PLAZA
SUITE 318
SOUTHFIELD, MICHIGAN 48075

Sanford Ward

SANFORD WARD, CO-PARTNER

Gerald Ward

GERALD WARD, CO-PARTNER

RECORDED RIGHT OF WAY NO.

31609
D.P.C.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 21st day of JUNE, 1978, before me, a Notary Public, personally appeared Sanford Ward to me personally known, who being by me duly sworn, did respectively say that He (is, ~~was~~) (a) member(~~s~~) of the partnership known as Ward Associates, a Michigan co-partnership which executed the within instrument and that He acknowledged said instrument to be the free act and deed of the said partnership.

My Commission Expires: 12-27-80

Sherry Mandell
Notary Public SHERRY MANDELL

OAKLAND County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 21st day of JUNE, 1978, before me, a Notary Public, personally appeared Gerald Ward to me personally known, who being by me duly sworn, did respectively say that He (is, ~~was~~) (a) member(~~s~~) of the partnership known as Ward Associates, a Michigan co-partnership which executed the within instrument and that He acknowledged said instrument to be the free act and deed of the said partnership.

My Commission Expires: 12-27-80

Sherry Mandell
Notary Public SHERRY MANDELL

OAKLAND County, Michigan

RECORDED RIGHT OF WAY NO. 31609

STATE OF MICHIGAN)
) SS
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My Commission Expires: _____
Barbara Ann Miller
Notary Public

BARBARA ANN MILLER
Notary Public, Wayne County, Mich. County, Michigan
My Commission Expires 8-23-78

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 22nd day of JUNE, 1978, before me, the subscriber, a Notary Public in and for said County, appeared Clarence E. Pietrzak to me personally known, who being by me duly sworn, did say that he is Area Engineer 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 Clarence E. Pietrzak acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: January 27, 1981
Charles J. Gurrbach
Notary Public CHARLES J. GIRRBACH

Wayne County, Michigan

RECORDED AND INDEXED
31609

DRAFTED BY AND RETURN
TO: CHARLES J. GIRRBACH
16333 TRENTON RD. - 11TH FLOOR
SOUTHGATE, MICHIGAN 48195

APPENDIX "A"

GATEHOUSE SUBDIVISION OF PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 14, T.4S., R.10E., CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN, IS DESCRIBED AS BEGINNING AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 14, THENCE ALONG THE WEST SECTION LINE DUE NORTH 849.75 FEET; THENCE ALONG THE NORTH BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1" (AS RECORDED IN LIBER 90, PAGES 16 AND 17 OF PLATS, WAYNE COUNTY RECORDS) S.89°57'40"E. 360.00 FEET TO THE POINT OF BEGINNING; THENCE DUE NORTH 488.00 FEET; THENCE N.89°57'40"W. 300.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF ALLEN ROAD (120 FEET WIDE); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE DUE NORTH 60.00 FEET; THENCE S.89°57'40"E. 300.00 FEET; THENCE DUE NORTH 88.00 FEET; THENCE S.89°57'40"E. 3.5 FEET; THENCE DUE NORTH 57.00 FEET; THENCE N.89°57'40"W. 3.5 FEET; THENCE DUE NORTH 98.56 FEET; THENCE PARTIALLY ALONG THE SOUTH BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 3" (AS RECORDED IN LIBER 911, PAGE 60 OF PLATS, WAYNE COUNTY RECORDS) S.89°56'50"E. (RECORDED AS S.89°57'40"E.) 1288.09 FEET; THENCE ALONG THE WEST BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1" (AS RECORDED IN LIBER 90, PAGES 16 AND 17 OF PLATS, WAYNE COUNTY RECORDS) S.00°04'11"E. (RECORDED AS S.0°03'30"E.) 791.25 FEET; THENCE CONTINUING ALONG THE BOUNDARY LINE OF "WOODHAVEN WOODS SUBDIVISION NO. 1", N.89°57'40"W. 1289.06 FEET TO THE POINT OF BEGINNING. CONTAINING 23.819 ACRES.

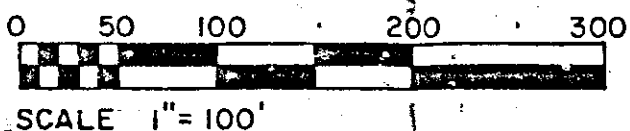
RECORDED RIGHT OF WAY NO. 31609

PLAT LEGEND:

ALL DIMENSIONS ARE SHOWN IN FEET.
 ALL LOT MARKERS ARE 1/2" BY 18" LONG IRON BARS.
 ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC.
 THE SYMBOL "C" INDICATES A CONCRETE MONUMENT.
 (R) DENOTES RADIAL LINES.
 ALL SIDE LOT LINES ARE SUBJECT TO STREET LIGHT DROP-OUT RIGHTS GRANTED TO DETROIT EDISON COMPANY.
 BEARINGS WERE DETERMINED FROM PREVIOUSLY RECORDED WOODHAVEN WOODS SUB. N°1, LIBER 90 PAGES 16,17.

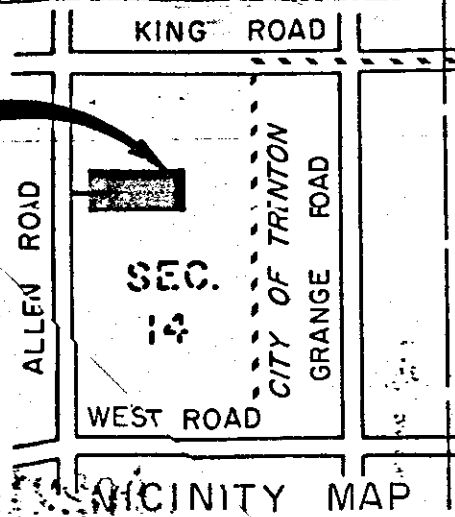
GATEHOUSE SUBDIVISION
PROPOSED

OF PART OF THE NW 1/4 SECTION 14, T.4 S., R.10 E.,
 CITY OF WOODHAVEN, WAYNE COUNTY, MICHIGAN.



20221-268

GATEHOUSE SUBDIVISION



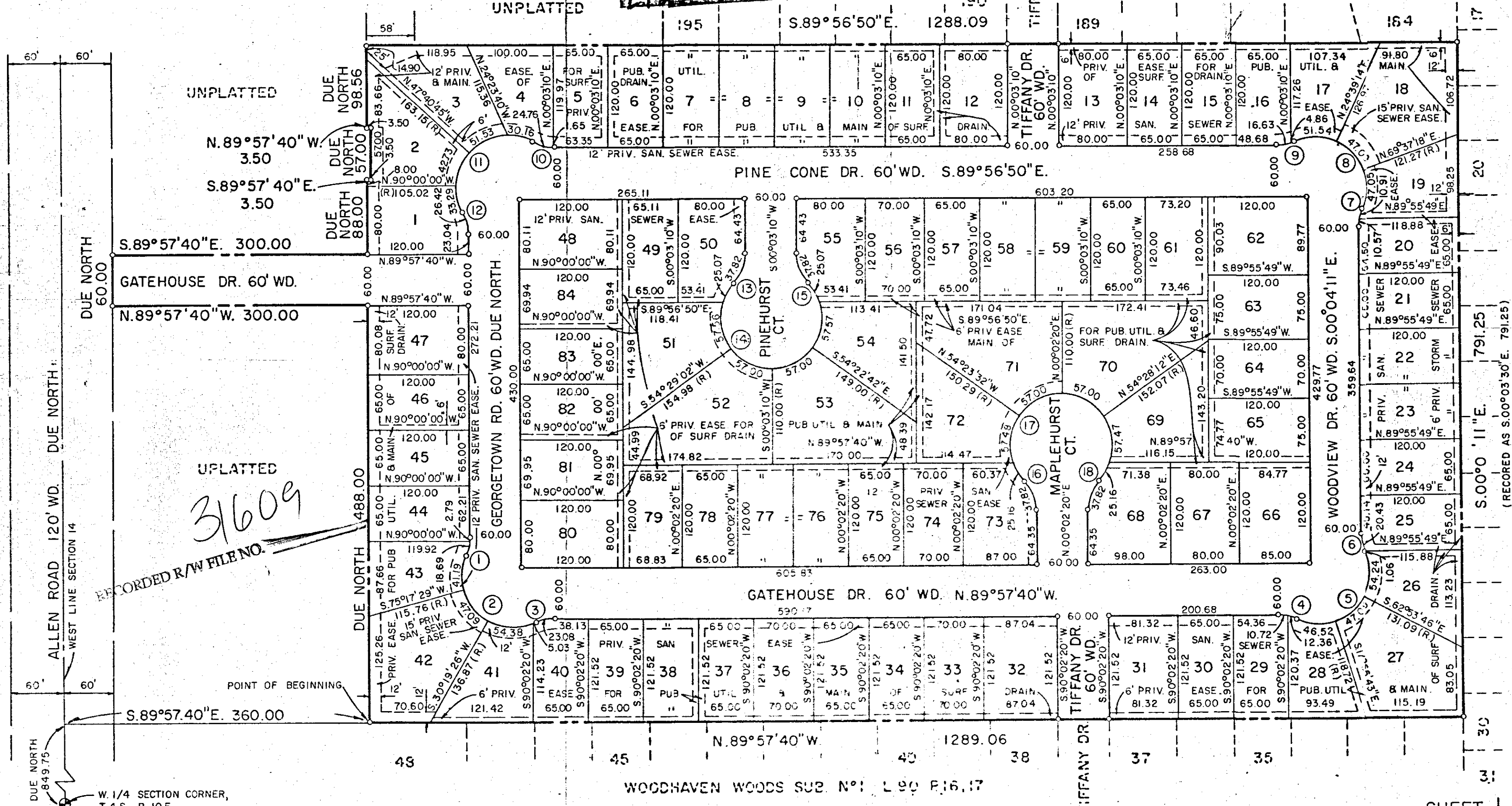
20221-269

20221-267

20221-268

WOODHAVEN WOODS SUB. N°3 L.91 P.68

NEIGHBORHOOD MAP



CURVE DATA

NO.	RADIUS	DELTA	CHORD	BEARING	ARC
10	50.00	30°16'21"	26.11	N74°48'39.5"W	26.41
11	60.00	150°35'54"	116.07	S45°01'35"W	157.71
12	50.00	30°16'22"	26.11	S15°08'11"E	26.42
13	50.00	43°20'30"	36.93	S21°43'25"W	37.82
14	60.00	266°41'00"	87.27	S89°56'50"E	179.27
15	50.00	43°20'30"	36.93	N21°37'05"W	37.82
16	50.00	43°20'30"	36.93	N21°42'35"E	37.82
17	60.00	266°41'00"	87.27	N89°57'40"W	179.27
18	50.00	43°20'30"	36.93	S21°37'55"E	37.82

CURVE DATA

NO.	RADIUS	DELTA	CHORD	BEARING	ARC
1	50.00	24°37'12"	21.320	S12°18'36"W	21.48
2	60.00	141°02'04"	113.13	N45°53'50"W	147.69
3	50.00	26°27'12"	22.88	N76°48'44"E	23.08
4	50.00	26°27'12"	22.88	S76°44'04"E	23.08
5	60.00	141°01'55"	113.18	N45°54'04"E	147.85
6	50.00	24°37'12"	21.32	N12°22'47"W	21.48
7	50.00	24°37'12"	21.32	N12°14'25"E	21.48
8	60.00	139°07'03"	112.44	N45°00'30.5"W	145.68
9	50.00	24°37'12"	21.32	S77°44'34"W	21.49

31609

RECORDED RIGHT OF WAY NO. 31609