

+

+

RIGHT OF WAY FILE #

R3186A

GRANTOR NAME

STREET ADDRESS

21790 COOLIDGE HWY

CITY/TOWN

OAK PARK

ZIP CODE

48237

ST MI

EASEMENT DESCRIPTION

AGREEMENT DATE

AGREEMENT TYPE

R P C

LIBER #

PAGE #

DRAWING R/W #

PVT CL#

SECTION

QUARTER SECTION 3

1/4 1/2

QUARTER SECTION 2

1/4 1/2

QUARTER SECTION 1

1/4 1/2

TOWNSHIP

COUNTY

RTE OF LINE

N/S E/W B

TOWNSHIP RANGE

DIVISION CODE

A D M O T W

SUBDIVISION NAME

OUT LOT

EAST OF

BLOCK #1

WEST OF

LOT #1

NORTH OF

BLOCK #2

SOUTH OF

LOT #2

+

+

APARTMENTS STERLING LAKE APTS

(A442720)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 27 day of July, 19 77, 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 Sterling Lake Apartments, on land in the City of Sterling Heights, 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 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 accommodate patios or similar site conditions.

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

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

Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

RECORDED FIRST OF MAY MO. 51864

DE FORM LE 11 11 71 CS

RECORDED IN MACOMB COUNTY<sup>1-</sup>  
RECORDS AT: 8.50AM.  
AUG 22 1977  
*Edna Hill*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

RETURN TO  
DAVID R. WINFIELD  
THE DETROIT EDISON COMPANY  
76 S. GRATIOT  
DETROIT, MICHIGAN 48048  
APR 28 1977  
APARTMENT DEVELOPMENT

15/90

- 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:

Mary Ann Klose  
MARY ANN KLOSE

L. Katherine Hayes  
L. KATHERINE HAYES

Grace Cusmano  
GRACE CUSMANO

Melford Hartman  
MELFORD HARTMAN

THE DETROIT EDISON COMPANY  
By Robert R. Tewksbury  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

By Irene C. Kain  
IRENE C. KAIN ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY  
By K. H. Shelton  
K. H. SHELTON  
DIVISION STAFF ASSISTANT  
(authorized signature)

31862

-2-

RECORDED IN MACOMB COUNTY  
RECORDS AT: 4:10 P. M.  
FEB - 8 1978

Edna Miller  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN  
APR 29 1977

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 10th day of August, 1977, 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 Dept. 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 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.

T. KATHERINE HAYES  
Notary Public, Oakland County, Mich.  
Acting in Wayne  
My Comm. Expires February 10, 1980

T. Katherine Hayes  
Notary Public, Wayne County, Michigan

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

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Macomb )

On this 15th day of August, 1977, before me the subscriber, a Notary Public in and for said County, appeared K. H. SHELTON to me personally known, who being by me duly sworn did say that he is DIVISION STAFF 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 K. H. SHELTON acknowledged said instrument to be the free act and deed of said corporation.

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

MELFORD HARTMAN  
Notary Public, Wayne County, Michigan  
My Commission Expires July 9, 1979

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

RECORDED FROM OF WAY NO. 31864

APPENDIX "A"

Land in the East 1/2 of the Southeast 1/4 of Section 35, T2N, R12E, described as: Beginning at a point distant North 0°1'15" East 400.00 feet and South 89°24'55" West 47.04 feet from the Southeast corner of said Section 35 and proceeding thence North 7°52'01" West 100.61 feet, thence North 0°1'15" East 498.51 feet, thence South 89°24'55" West 1258.18 feet, thence South 0°6'12" East 598.33 feet, thence North 89°24'55" East 1270.05 feet to the point of beginning.

GENERAL GROWTH PROPERTIES  
a Massachusetts Voluntary Association  
1055 6th Avenue  
P.O. Box 1536,  
Des Moines, Iowa

Witness: X Beth Ortale  
Beth Ortale  
Delores C. Fitzgerald  
Delores C. Fitzgerald

GENERAL GROWTH PROPERTIES  
a Massachusetts Voluntary Association  
BY: Stanley Richards, President  
BY: Ruth Francis  
Ruth Francis

STATE OF Iowa )  
~~REPORTER~~ ) S.S.  
County of Polk )

On this 27 day of July A.D. 1977, before me the subscriber, a Notary Public in and for said county, appeared Stanley Richards and Ruth Francis to me personally known, who being by me duly sworn did say that they are the President and Secretary of General Growth Properties

and that the seal affixed to said instrument is the corporate seal of said Trust corporation and that said instrument was signed and sealed in behalf of said Trust corporation by authority of its board of Trustees and Stanley Richards and Ruth Francis acknowledged said instrument to be the free act and deed of said corporation.



Sharon K. Lewis  
Sharon K. Lewis  
Notary Public Polk County, Iowa

My Commission Expires: 9/30/79

RECORDED RIGHT OF WAY NO. 31864



**Detroit  
Edison**

Macomb Division  
15600 Nineteen Mile Road  
Mount Clemens, Michigan 48044  
(313) 286-9300

October 20, 1978

Practical Home Builders, Inc.  
21790 Coolidge  
Oak Park, Michigan 48237

RE: Sterling Lake Apartments, City of Sterling Heights, Macomb  
County, Michigan.

Gentlemen:

We are enclosing herewith a fully executed copy of the agreement showing the installed underground electric and communication services for the above named project.

Sincerely,



Michael J. McCabe, Representative  
Real Estate and Rights of Way  
Macomb Division

MJM:pb

Enclosure

RECORDED RIGHT OF WAY NO.

31864

**Detroit  
Edison**

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

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

September 12, 1977


**Practical Home Builders, Inc.  
21790 Coolidge  
Oak Park, Michigan 48237**

**RE: Sterling Lake Apartments - City of Sterling Heights, Macomb  
County, Michigan.**

**Gentlemen:**

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

Sincerely,

  
**Michael J. McCabe, Representative  
Real Estate and Rights of Way  
Macomb Division**

**MJM:pb**

**Enclosure**

RECORDED

31864





**Detroit  
Edison**

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

April 14, 1977

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

Practical Home Builders, Inc  
21790 Coolidge  
Oak Park, Michigan 48237

RE: Sterling Lake Apartments, Sterling Heights, Macomb County, Michigan

Dear Mr. Silverman:

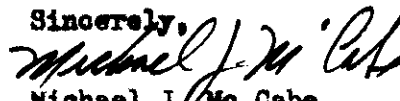
Enclosed is the Agreement-Easement-Restrictions for the above described project prepared for signatures of owners of record as indicated on documents furnished by you. If there are now any additional owners involved, their signatures and evidence of their ownership are also required. Please have the original and 1 copy executed and returned to us. We will then have the Agreement executed by Edison and Michigan Bell Telephone Company. A copy should be retained by you until you receive a copy of the fully executed document 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 this instrument, fully executed, will assist in prompt scheduling of our work to be completed in your project. Please return document to Michael J. Mc Cabe, 76 South Gratiot Avenue Mt. Clemens, Michigan 48043 (phone 465-6201, Ext 264).

Sincerely,



Michael J. Mc Cabe  
Real Estate, Rights of Way Representative  
Macomb Division

RECORDED RIGHT OF WAY NO.

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2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 15,837.40. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

RECORDED RIGHT OF WAY NO.

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8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for October 3, 1977, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

10. The Company shall not be responsible for any losses or damages incurred by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.

11. This Agreement, all payments and refunds hereunder, and the construction and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.

12. If at any time prior to the commencement of construction of the underground electric distribution system, changes in the Company's Standard Rules and Regulations cause an increase or decrease in "Total Payment Required", Attachment D, Developer agrees to execute an Amendment to this Agreement reflecting such changes and pay all additional charges to the Company prior to the commencement of construction of the system. The Company agrees to refund any decreases to the Developer. Upon the failure of the Developer to execute such Amendment and pay to the Company the amount

RECORDED RIGHT OF WAY NO.

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of such increase prior to the commencement of construction of the system, the Company may terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

13. Any assignment of this Agreement other than an assignment of the right to receive refund of the Advance pursuant to Paragraph 3 hereof, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, shall be void.

14. All notices required hereunder shall be in writing. Notices to the Company shall be sent by United States mail or delivered in person to:

**THE DETROIT EDISON COMPANY  
ATTENTION: DIVISION MANAGER**

76 S. Gratiot Avenue

Mt. Clemens, Michigan, 48043

Notices to the Developer shall be sent by United States mail or delivered in person to:

General Growth Development Corporation

21790 Coolidge Highway

Oak Park, Michigan 48237

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands on the day and year first above written.

**THE DETROIT EDISON COMPANY**

By Ferris S. Bourjaily  
Ferris S. Bourjaily  
Its Director, Service Planning

**DEVELOPER**

By Richard J. Hennerman  
Its Vice Pres.

RECORDED COPY OF FILE NO.

31864

**ATTACHMENT C**

**SCHEDULE OF REFUNDS**

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.\* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall 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 shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

\*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

**COMPUTATION OF NON-REFUNDABLE CONTRIBUTION**

(a) Single Home Subdivisions	_____ front lot feet x \$1.75 per front lot foot =	\$ _____
(b) Mobile Home Parks, Condominiums and Apartment House Complexes	_____ 6,546 trench feet x \$1.90 per trench foot =	\$ 12,437.40
	_____ 850 KVA of installed transformer capacity x \$4.00	\$ 3,400.00
(c) As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ 15,837.40
(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ -
	<b>TOTAL</b>	\$ 15,837.40

RECORDED RIGHT OF WAY NO. 21864

ATTACHMENT D

AGREEMENT NUMBER B377 J129

**COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION  
ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS**

Estimated Direct Construction Cost . . . . .	\$ <u>3,800.60</u>
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ <u>6,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ <u>-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>15,837.40</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>15,837.40</u></b>

RECORDED RIGHT OF WAY NO. 31864

Macomb Division  
162 S. Gratiot  
Mt. Clemens, Mi. 48043

**Detroit  
Edison**

2000 Second Avenue  
Detroit, Michigan 48206  
(313) 231-8000

**DATE:** September 16, 1977

General Growth Development Corporation  
21790 Coolidge Highway  
Oak Park, Michigan 48237

**RE:** Sterling Lake Apartments

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,

*James M. Kelly*  
Service Planner

9/19/77  
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-74380 for this development is in my/our possession and will be used for this purpose.

Name *Henry Belenman*

Title *Vice Pres.*

Name \_\_\_\_\_

Title \_\_\_\_\_

Date 9-20-77

RECORDED RIGHT OF WAY NO.

*21864*

Detroit  
Edison

MACOMB DIVISION

Date: October 20, 1978

To: Margaret J. Horvath  
Records Center

From: Robert R. Cunningham *RRC*  
Supervisor - Real Estate, R/W and Claims  
Macomb Division

Subject: Agreement-Easement-Restrictions for Sterling Lake  
Apartments, located in the East 1/2 of the South-  
east 1/4 of Section 35, Town 2 North, Range 12  
East, City of Sterling Heights, Macomb County,  
Michigan.

Attached for Records Center is the executed Agreement dated  
July 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 James Kelly  
of Detroit Edison Company's Service Planning Department,  
Macomb Division. The Agreement was negotiated by Michael  
J. McCabe, Representative of Real Estate, R/W and Claims,  
Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company  
made this agreement with General Growth Properties, the  
developers of Sterling Lake Apartments.

Please make the attached papers apart of recorded Rights of  
Way file.

RRC:pb

Attachment

RECORDED RIGHT OF WAY NO. 31864



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

TO James R. Lly, Ser. Pl., Macomb Division

DATE 8-4-77

TIME

RE: Underground Service - Sterling Lake Apartments, City of Sterling Heights,  
Macomb County, Michigan.

Agreement-Easement-Restrictions obtained. OK to proceed with construction.

COPIES TO: Times Office Manager

SIGNED

*Michael J. McCabe*  
Michael J. McCabe, Representative  
Paul Katata, A/V and Claims  
Macomb Division

REPORT

DATE RETURNED

TIME

SIGNED

RECORDED  
RIGHT OF WAY  
NO

**MEMORANDUM ORDER**  
FOR GENERAL USE  
DE FORM NS 77 12-53

TO Thomas Beagan, 630 W.C.B.

DATE 8-4-77

TIME \_\_\_\_\_

RE: Sterling Lake Apartments, City of Sterling Heights, Macomb County, Michigan.

Please have enclosed copies of Agreement-Easement-Restrictions signed by  
Edison and Bell and the jurats completed.

COPIES TO \_\_\_\_\_

SIGNED

*Michael J. McCabe*  
Michael J. McCabe, Representative  
Real Estate, R/W & Claims  
Macomb Division

REPORT \_\_\_\_\_

DATE RETURNED \_\_\_\_\_

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

RECORDED RIGHT OF WAY

APPLICATION FOR U.R.D. EASEMENTS

OF FORM NO. 1 (5-77)

FOR DEP.	RW	DATE REC'D 4-13-77	CL. NO. ME-7-10
----------	----	--------------------	-----------------

TO DAVID WINFIELD  
DISTRICT ATTORNEY AND COUNSELORS AT LAW - 5400 W. WISCONSIN

DISTRICT \_\_\_\_\_

Application No. A 74380  
 Date 4-13-77

We have included the following necessary material and information

MATERIAL

- A. Subdivision  
 1. Copy of complete final proposed plat, or  
 2. Recorded plat  
     a. Site plan  
     b. Title information (deed, title commitment, contract, or title search)
- or
- B. Other than subdivision  
 1. Property description.  
 2. Site plan.  
 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION

1. Project name STERLING LAKE APARTS County MACOMB  
 City, Township, Village STERLING HTS Section No. 35

Type of Development      Subdivision       Mobile Home Park  
     Apartment Complex       Other

2. Name of Owner PRACTICAL HOME BUILDERS INC. Phone No. 418-4800  
 Address 21790 COOLIDGE OAK PARK MI 48237  
 Owner's Representative SIDNEY SILVERMAN Phone No. 418-4800

3. Date Service is Wanted JULY 1977

4. Entire project will be developed at one time . . . . .  YES       NO

5. Cable poles on property . . . . .  YES       NO

6. Joint easements required . . . . .  YES       NO

a. Name of other utilities MBT & CPO

b. Other utility engineer names, addresses, phone numbers: JIM DOMACSKI PSUL 777-9944  
C.P.O. - JERRY DILLEY, 1030 FEATHERSTONE, PONTIAC MI, 48058 (858-2222)  
X 215

7. Part of subdivision is fed from overhead service. . . . . YES       NO

Lot No. \_\_\_\_\_

8. Additional information or comments. \_\_\_\_\_

31864

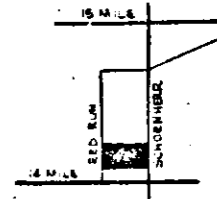
NOTE Trenching letter attached  will be submitted later.

Signed Jim Kelly  
SERVICE PLANNING DEPARTMENT  
 Address 162 S. GRAFTON Phone 465-6201  
X 363



LOCATION SKETCH

U. G. MAP SEC. NOS. 5TG-107



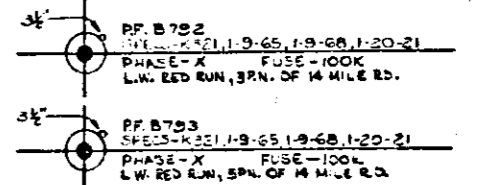
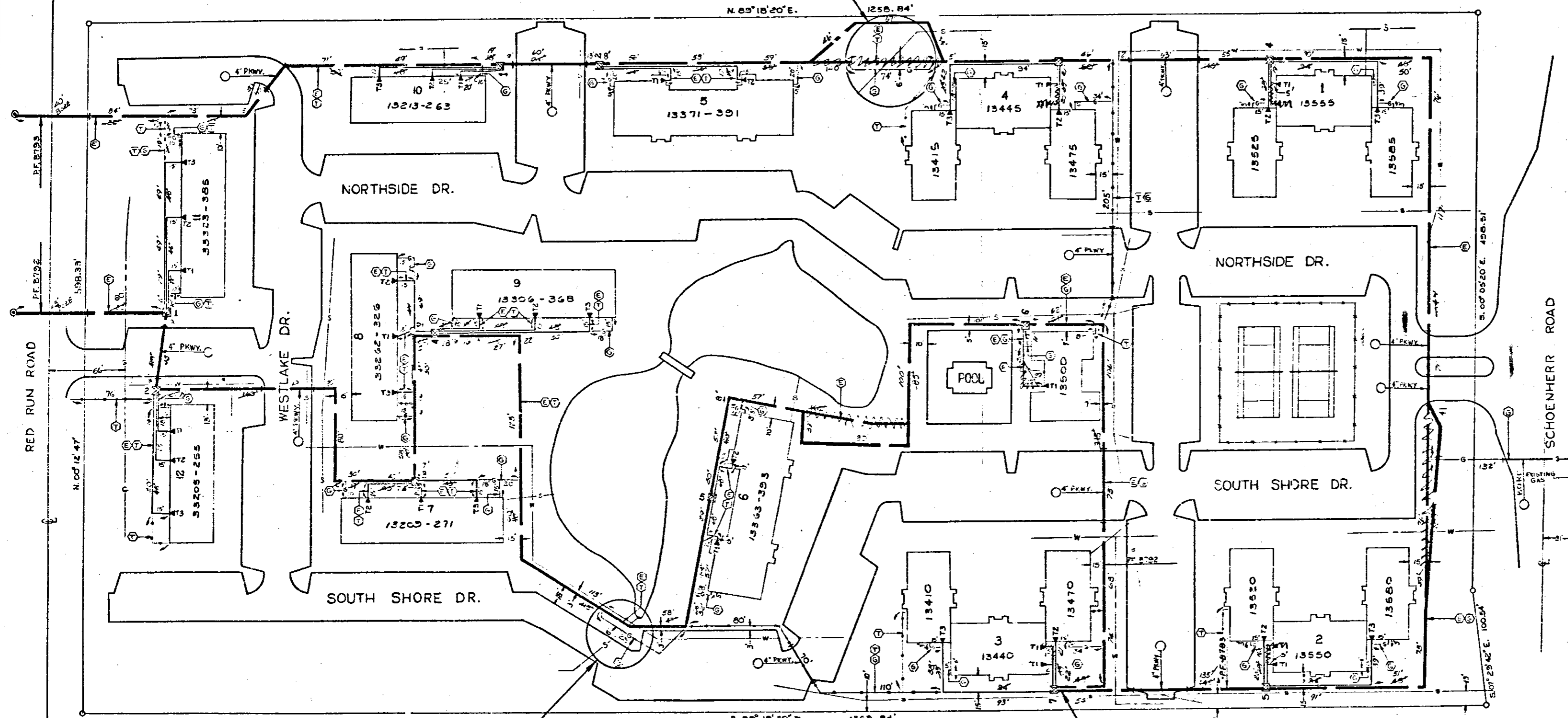
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TRANSFORMER DATA

U.D.T. NO.	SIZE	ED STK. NO.
B792 - 1	50	661 - 1152
- 2	50	- 1152
- 3	50	- 1152
- 4	50	- 1152
- 5	100	- 1153
- 6	25	- 1151
- 7	100	- 1153
B793 - 1	50	661 - 1152
- 2	100	- 1153
- 3	-	-
- 4	-	-
- 5	-	-

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TRANSFORMER SPECS.  
PEDESTAL SPEC.-R13  
NO. OF PEDESTALS

- CODE -

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (DEAD FRONT TYPE)
- ⊡ DUT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ DUT (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

CABLE SUMMARY

ITEM#	#2APEC X 1 13.2 KV	713-3029	4693'
ITEM#	AP2-350M & 1-4-0 600 V.	713-0517	4500'
ITEM#	AP2-210 & 1-1-1 600 V.	713-0514	162'

TRENCH SUMMARY

JOINT	2205'	2253'	57'
DE. ONLY	550'	632'	429'
TEL. ONLY	104'	85'	288'
GAS ONLY	503'	34'	288'
DE. & GAS	594'	418'	288'
DE. & TEL.	750'	379'	150'
TEL. & GAS	510'	428'	49'
TOTAL	6752'	4624'	1100'

- GENERAL NOTES -

TRENCHING TO BE DONE BY DE. CO.  
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
 SEE DRAWING UI-2369 FOR TRANS. MAT. DETAILS.  
 SEE PAGE 32-11 (S.L.M.) DETAIL " " FOR ENTRANCE  
 POINT DETAILS (APTS ONLY).  
 SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES,  
 TRANSFORMERS AND PEDESTALS (SUBS ONLY).  
 D.E. SERVICE PLANNER: J. KELLY 4-5-2201 X-368  
 TEL. CO.: M. DEWALD 7-3200  
 GAS CO.: M. DEWALD 858-2252 X-215  
 SITE SUPT.: R. H. SCHMIDT  
 CONTACT "MISS DIG" (647-344) BEFORE  
 DOING ANY EXCAVATION.  
 EASEMENTS INDICATED BY OUR CENTERLINES ARE 10'  
 SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

Notifying Detroit Heights  
for Soil Erosion & Sedimentation  
Control

TITLE BLOCK

DA A-7830  
 NO. 367897-080  
 START 10-10-77  
 FINISH 10-31-77  
 TECH. P. ASSIGNED  
 LABOR UNDER E.C. CO.  
 SPARKING D.E. CO.  
 SUPERV. T. DAVIS  
 RECORDS & GUARDIAN

IF THIS DRAWING IS TO BE USED FOR ANY OTHER PROJECT, THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF DETROIT AND THE DETROIT EDISON COMPANY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF DETROIT AND THE DETROIT EDISON COMPANY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF DETROIT AND THE DETROIT EDISON COMPANY.

D	C	B	A	REFERENCE	DATE	JOB TITLE	NO. OF SHEETS	THE DETROIT EDISON COMPANY
			SHOWN AS INSTALLED IN FIELD			STERLING LAKE APARTMENTS	12	SERVICE PLANNING DEPARTMENT
						PART OF THE EAST ONE HALF OF THE SE ONE QUARTER OF SECTION 35, TOWN 2 NORTH, RANGE 12 EAST CITY OF STERLING HEIGHTS MACOMB COUNTY	367 897 080	DISTRIBUTION CIRCUIT 8407 BENSON 15.2KV
							A-74580	SHEET 1 OF 1 SHEETS

RECORDED RIGHT OF WAY NO.

31864

RETURN TO  
DAVID R. WINFIELD  
THE DETROIT EDISON COMPANY  
76 S. GRATIOT  
MT. CLEMENS, MICHIGAN 48043