

(A279233)

VILLA CAPRI
~~APARTMENTS~~ CONDOMINIUMS

Completed in Field of Under

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 9TH day of AUGUST, 1974, 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~~ condominiums known as VILLA CAPRI, on land in the City of Warren, 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 accomodate 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" centerline of easements granted as shown on drawing attached hereto." a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

RECORDED IN MACOMB COUNTY RECORDS AT: 3:30 P.M. 32175

RECORDED IN MACOMB COUNTY RECORDS AT: 3:30 P.M. OCT 15 1974

Edna [Signature]

CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

DE FORM LE 11 11-71 CS RETURN TO

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

- 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 Misiak
MARY ANN MISTAK

Irene C. Kata
IRENE C. KATA

Marsha Pavelka
MARSHA PAVELKA

Frances J. Michaels
FRANCES J. MICHAELS

THE DETROIT EDISON COMPANY
 By W. C. Arnold
 W. C. Arnold, Director, Real Estate and Rights of Way Dept.
 By Lillian J. H. Carroll
 LILLIAN J. H. CARROLL ASST. SECRETARY

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

RECORDED RIGHT OF WAY NO. 32175

8/30/74

DE FORM LE 11-11-71 CS

RECORDED IN MACOMB COUNTY
 RECORDS AT: 4:14 P. M.
 FEB - 8 1978
Edna
 CLERK - REGISTER OF DEEDS
 MACOMB COUNTY, MICHIGAN

68-1-2018
U.S. AIR FORCE

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

STATE OF MICHIGAN)

SS

COUNTY OF WAYNE)

On this 4th day of September, 19 74, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and W. C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: May 14, 1976

Irene C. Katak
 Notary Public
 IRENE C. KATAK
 PUBLIC
 COUNTY, MICHIGAN
 Wayne County, Michigan

RECORDED ELECTRONICALLY NO. 32175

STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

On this 19th day of September, 19 74, before me, the subscriber, a Notary Public in and for said County, appeared William F. Murray Jr. to me personally known, who being by me duly sworn, did say that he is Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors, and William F. Murray Jr. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: _____

Frances J. Michaels
 Notary Public

FRANCES J. MICHAELS
 Notary Public, Oakland County, Michigan
 My Commission Expires October 8, 1977 County, Michigan

SEARCHED BY
 INDEXED BY
 SERIALIZED BY
 FILED BY

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1893

FRANCIS J. MICHAELS
Notary Public, Oakland County, Michigan
My Commission Expires October 8, 1917

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

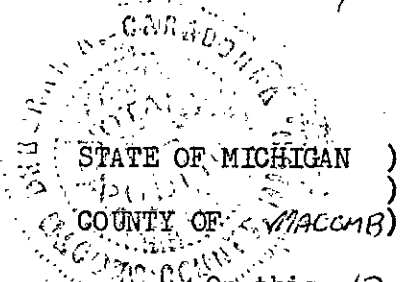
Witness:

Anthony Caradonna
ANTHONY CARADONNA
William Van Gordon
WILLIAM VAN GORDON

Salvatore S. Caradonna
Salvatore S. Caradonna

Dorothy Caradonna
Dorothy Caradonna

29888 City Center Drive
Warren, Michigan 48093



STATE OF MICHIGAN)
COUNTY OF MACOMB) SS:

On this 12 day of August, 1974, before the under-signed, a Notary Public in and for said County, personally appeared Salvatore S. Caradonna and Dorothy Caradonna, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

DEBORAH A. CARADONNA
Notary Public, Macomb County, Michigan
My Commission Expires February 22, 1978

Deborah A. Caradonna

My Commission Expires: _____

Notary Public, County, Michigan

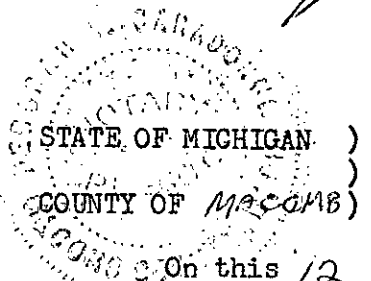
Witness:

Anthony Caradonna
ANTHONY CARADONNA
William Van Gordon
WILLIAM VAN GORDON

Benny A. Addelia
Benny A. Addelia

Margaret Addelia
Margaret Addelia

29888 City Center Drive
Warren, Michigan 48093



STATE OF MICHIGAN)
COUNTY OF MACOMB) SS:

On this 12 day of August, 1974, before the under-signed, a Notary Public in and for said County, personally appeared Benny A. Addelia and Margaret Addelia, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

DEBORAH A. CARADONNA
Notary Public, Macomb County, Michigan
My Commission Expires February 22, 1978

Deborah A. Caradonna

My Commission Expires: _____

Notary Public, County, Michigan

RECORDED
INDEXED
MAY 10 1975

DETROIT EDISON COMPANY
MICHIGAN

TO: [Illegible]

FROM: [Illegible]

DATE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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DETROIT EDISON COMPANY
MICHIGAN

DETROIT EDISON COMPANY
MICHIGAN

DETROIT EDISON COMPANY
MICHIGAN

DETROIT EDISON COMPANY
MICHIGAN

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

Detroit and Northern Savings and Loan Assoc.
A Michigan Corporation
8424 East 12 Mile Road
Warren, Michigan 48093

Witness

William V. Pilditch, Jr.
William V. Pilditch, Jr.

William C. Martino
By: William C. Martino, Senior Vice Pres.

Winifred E. Dueweke
Winifred E. Dueweke

Keith McLeod
By: Keith McLeod, Director of Lending

STATE OF MICHIGAN)
) SS:
COUNTY OF Macomb)

William C. Martino &

On this 9th day of August 1974, before me appeared Keith McLeod and _____, to me personally known, who being by me severally duly sworn, did say that they are respectively Senior Vice Pres. and Director of Lending of Detroit and Northern Savings and Loan Association, a Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said William C. Martino and Keith McLeod acknowledged the said instrument to be the free act and deed of the said Detroit and Northern Savings and Loan Association.

William V. Pilditch, Jr.
William V. Pilditch, Jr.
Notary Public, Macomb County, Michigan
WILLIAM V. PILDITCH, JR.
Notary Public Macomb County, Mich.
My Commission Expires June 26, 1978

My Commission Expires: 6-26-78

APPENDIX "A"

A parcel of land in and being a part of the N.W. ¼ of the S.W. ¼ of Section 14, Township 1 North, Range 12 East, Warren Township, Macomb County, Michigan, more particularly described as follows: Commencing at the West ¼ corner of said Section 14; thence South 89°44' East, 413.35 feet; thence Easterly along the arc of a curve to the right, Radius - 407.00' (whose L. C. Bears South 87°27'34" East, 43.54) 43.56' to the point of beginning; thence Easterly along the arc of a curve to the right Radius - 407.00' (whose L. C. bears South 84°35'22" East, 27.57) 27.58 feet thence South 79°44' East, 168.89; thence along the arc of a curve to the left, Radius - 493.00' (whose L.C. bears South 84°44' East, 85.94) 86.04 feet; thence South 89°44' East, 548.75 feet; thence South 02°07' West, 652.19'; thence North 89°15'55" West, 833.35'; thence North 02°47' East, 686.02 feet to the point of beginning and containing 12.494 acres of land more or less.

Prepared by:
J. Waterloo
1970 Orchard Lake Road
Pontiac, Michigan 48053

RECORDED FIRST OF WAY NO. 32175-

RECORDED
JUL 11 1974
PONTIAC, MICHIGAN 48053

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Handwritten scribble

Winfield S. ...

()
()

Michigan ...

Keith ...

August

Senior Vice President

Keith ...

William S. ...

William S. ...

6-28-78

Wm. S. ...

Notary Public ...

Faded, illegible text block

Prepared by:
J. ...
770 Orchard Lake Road
Farmington Hills, Michigan 48334

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

**Detroit
Edison**

MACOMB DIVISION

Date: January 29, 1979

To: Margaret J. Horvath
Records Center

From: Robert R. Cunningham *RRC*
Supervisor - Real Estate, Rights of Way and Claims
Macomb Division

Subject: Agreement-Easement-Restrictions for Villa Capri Condo-
miniums, Part of the Northwest 1/4 of the Southwest 1/4
of Section 14, Township 1 North, Range 12 East, Warren
Township, Macomb County, Michigan.

Attached for Records Center is the executed Agreement dated August 9, 1974 for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Michael Childs of the Service Planning Department, Macomb Division. The Agreement was negotiated by John N. Waterloo, Representative of Real Estate, Rights of Way and Claims, Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company made this agreement with Salvatore S. Caradonna, Dorothy Caradonna, Benny A. Addelia and Margaret Addelia, the owners of Villa Capri Condominiums.

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

RRC/ds

Attachment

RECORDED RIGHT OF WAY NO. 32175



Macomb Division
163 S. Gratiot
Mt. Clemens, Michigan 48043

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

DATE: September 17, 1976

Mr. Sam Caradonna
29898 City Center Drive
Warren, Michigan 48093

RE: Villa Capri - Part VI - Martin & Hoover

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,

Everett Reese
Service Planner

September 17, 1976
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-74268 for this development is in my/our possession and will be used for this purpose.

Name Sam Caradonna
Title Owner
Name _____
Title _____
Date _____

RECORDED RIGHT OF WAY NO. 32175



Macomb Division
162 S. Gratiot
Mt. Clemens, Michigan

Date: ⁴⁸⁰⁴³ September 17, 1976

Mr. Sam Caradonna

29888 City Center Drive

Warren, Michigan 48093

Re: Villa Capri - Part VI - Martin & Hoover

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on _____

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 3,932.50 based on 1,645 trench feet or - lot front feet and 100 KVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist. **Boring: 48 ft. = \$407.00**

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for _____, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 3,932.50 as non-refundable Construction in Aid of Construction for the above charges.

RECORDING DEPARTMENT OF CIVIL ENGINEERING 32175

Villa Capri - Part VI

Date September 17, 1976

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Please sign ~~one~~^{two} of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,

Everett Reese
Service Planner

ACCEPTED:

Name Ann Cradock

Title Owner

Name _____

Title _____

Date _____

Enc: Grading Certificate

RECORDED
INDEXED
SEP 21 1976
MICHIGAN PUBLIC SERVICE COMMISSION



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

DATE: 6-24-76

Mr. Sam Caradonna

29888 City Center Drive

Warren, Michigan 48093

RE: Villa Capri - Part V Martin & Hoover

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, the Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on July 1, 1976.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 670.00 based on 335 trench feet or lot front feet.

Plus extra charges for splicing \$116.00

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

Five days prior to the start of construction that has been scheduled for 7-28-76, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 786.00 as a non-refundable Contribution in Aid to Construction for the above charges.

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Page 1

DE FORM PL 101 9-74 CS

RECORDED RIGHT OF WAY NO. 32195

Villa Capri - Part V; Martin and Hoover

Date _____

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

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

Very truly yours,

Ewartt Reese
Service Planner

ACCEPTED
Name Lorn Carodinos
Title Owner Builder
Name _____
Title _____
Date _____

Enc: Grading Certificate

RECORDED RIGHT OF WAY NO. 32175



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

DATE: July 10, 1975

Mr. Sam Caradonna

29888 City Center Drive

Warren, Michigan 48093

RE: Villa Capri Condominiums Step II, City of Warren

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, the Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on July 10, 1975.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 1,650.00 based on 825 trench feet or - lot front feet.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ - per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

Five days prior to the start of construction that has been scheduled for _____, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 1,280.00 as a non-refundable Contribution in Aid to Construction for the above charges.

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

RECORDED RIGHT OF WAY NO. 32175

Villa Capri Condominiums Step II

Date July 10, 1975

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

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

Very truly yours,

Everett Reese
Service Planner

ACCEPTED:
Name John Casadonna
Title Owner Paulson
Name _____
Title _____
Date _____

Enc: Grading Certificate

RECORDED
FICHTT. OF MICH. NO. 32175



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

DATE: July 10, 1975

Mr. Sam Caradonna

29888 City Center Drive

Warren, Michigan 48093

RE: Villa Capri Condominiums Step II, City of Warren

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,

Everett Reese
Service Planner

7-10-75
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. _____ for this development is in my/our possession and will be used for this purpose.

Name Sam Caradonna
Title Owner/Builder
Name _____
Title _____
Date _____

RECORDED RIGHT OF WAY NO. 32175

THE DETROIT EDISON COMPANY
1970 ORCHARD LAKE ROAD
PONTIAC, MICHIGAN 48053

October 21, 1974

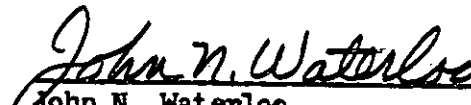
Mr. Sam Caradonna
29888 City Center Drive
Warren, Michigan 48093

RE: Villa Capri Apts.

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated August 9, 1974 for the underground electric and communication services for the above named Project.

Yours very truly,



John N. Waterloo
Real Estate and R/W Department

Enclosure

RECORDED RIGHT OF WAY NO.

32/75

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road
Pontiac, Michigan 48053

August 3, 1974

Mr. Sam Caradonna
29888 City Center Drive
Warren, Michigan 48093

RE: VILLA CAPRI

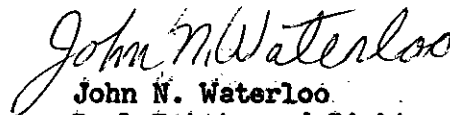
Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy 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 these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,



John N. Waterloo
Real Estate and Rights of Way Rep.

Enclosures

RECORDED RIGHT OF WAY NO: 32175



8424 EAST 12 MILE ROAD
WARREN, MICHIGAN 48093
PHONE: (313) 751-6300

June 3, 1974

Mr. Michael A. Childs
Detroit Edison
162 S. Gratiot
Mt. Clemens, Michigan 48043

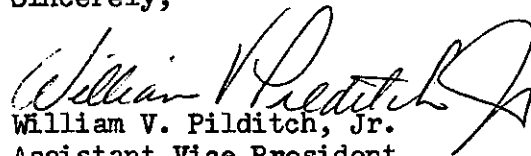
Dear Mr. Childs:

This is to inform you that Detroit & Northern Savings & Loan Association is financing the construction of Villa Capri Condominium Project for Mr. & Mrs. Salvatore S. Caradonna and Mr. & Mrs. Benny A. Addelia, the developers.

The method of financing is a mortgage, first lien, against the property with title showing the name of the developers, Salvatore S. Caradonna and Dorothy, his wife and Benny A. Addelia and Margaret, his wife.

If there would be any further questions or information needed please contact me.

Sincerely,


William V. Pilditch, Jr.
Assistant Vice President

WVP/rb ~~X~~

DETROIT & NORTHERN SAVINGS & LOAN ASSOCIATION
HOME OFFICE • HANCOCK, MICHIGAN 49930

32175



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

TO Engineering Coordinator Supervisors
Bldg. H - Room 250 W.S.C.

DATE 8-22-74 TIME _____

Re: Underground Service - VILLA CAPRI CONDOS - CITY OF WARREN ^{MACOMB}
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: M. Childs - Macomb S.P.

SIGNED

John N. Waterloo
John N. Waterloo
Real Estate and R/W Department
Pontiac Service Center Annex

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

APPLICATION FOR U.R.D. EASEMENTS

TO: JACK WATERLOO, Supervisor

Date 6-21-74

Real Estate and Rights of Way Dept., CENTRAL District

Application No. _____

For RE & RW Dept. Use - DE-BEL No. CE-4-74

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 or title search)

INFORMATION:

(1) Project name: VILLA CAPRI ~~PHASE I~~ County: MACOMB
 City/Township/Village: WARREN Section No. _____

(2) Name of developer: SAM CARADONNA
 Address: 29888 CITY CENTER DR ⁴⁸⁰⁹³ Phone No. 751-8155

(3) Date service is wanted 7-15-74

- (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

(b) Other utility engineer names and phone numbers: B. GRIFFITH

(7) Part of subdivision is fed from overhead service Yes No

Lot No. _____

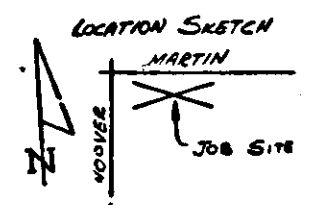
(8) Additional information or comments: _____

NOTE: Trenching letter attached OR, will be submitted later

Signed: Michael Childs
(Service Planning Department)

Received, RE & RW Dept. on: 6/25/74

RIGHTS OF WAY NO. 32175



TRANSFORMER DATA

STEP	UDT NO.	SIZE	ED. STM. NO.
STEP-1	B629-1	25	661-1151
	-2	50	661-1152
	-3	25	661-1151
STEP-2	B629-6	25	661-1152
	-7	50	661-1152
STEP-3	B629-2	50	661-1152
	-3	50	661-1152
STEP-5	B629-1	50	661-1152
	-2	50	661-1152
STEP-6	B629-4	50	661-1152
	-5	50	661-1152

TRANSFORMER SPECS. 1-17-26, 1-52-370'S
 PEDESTAL SPEC. - 848 1-3-231
 NO. OF PEDESTALS 2

- CODE -**
- ⊙ TEMPORARY SECONDARY PEDESTAL
 - ⊠ DFT (DEAD FRONT TYPE)
 - ⊡ UDT (NON-SWITCHING-LIVE FRONT TYPE)
 - ⊣ UDT (SWITCHING-LIVE FRONT TYPE)
 - DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY PEDESTAL
 - ⊙ SECONDARY TERMINAL
 - ⊠ CABLE POLE
 - ⊠ PRIMARY SWITCH CABINET
 - BURIED PRIMARY CABLE-ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - DETROIT EDISON TRENCH ONLY
 - TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT

STEP 1

JOB	A-73626
NO	36789J566
START	10-16-74
FINISH	10-15-74
NOTES	F. OSBORNE
TECH.	J. CONNOLLY

CABLE SUMMARY

ITEMS	2076	STEP-1	STEP-2
ITEM# 22APEC X 1 132 KV	713-3076	136'	289'
ITEM# AP2-3/0 & 1-1/0 600 V.	713	136'	136'
ITEM# AP2-2/0 & 1-1/1 800 V.	713-0814	142'	142'
ITEM# AP9502/0 600V	713-0887	65'	65'
TOTAL		483'	72'

TRENCH SUMMARY

JOINT USE	STEP-1	STEP-2
D. E. ONLY	1882' 25" ±	120' ±
TEL ONLY	358' ±	NONE
TOTAL	2240' ±	120' ±

SITE SUPT. _____
 PHONE NO. _____

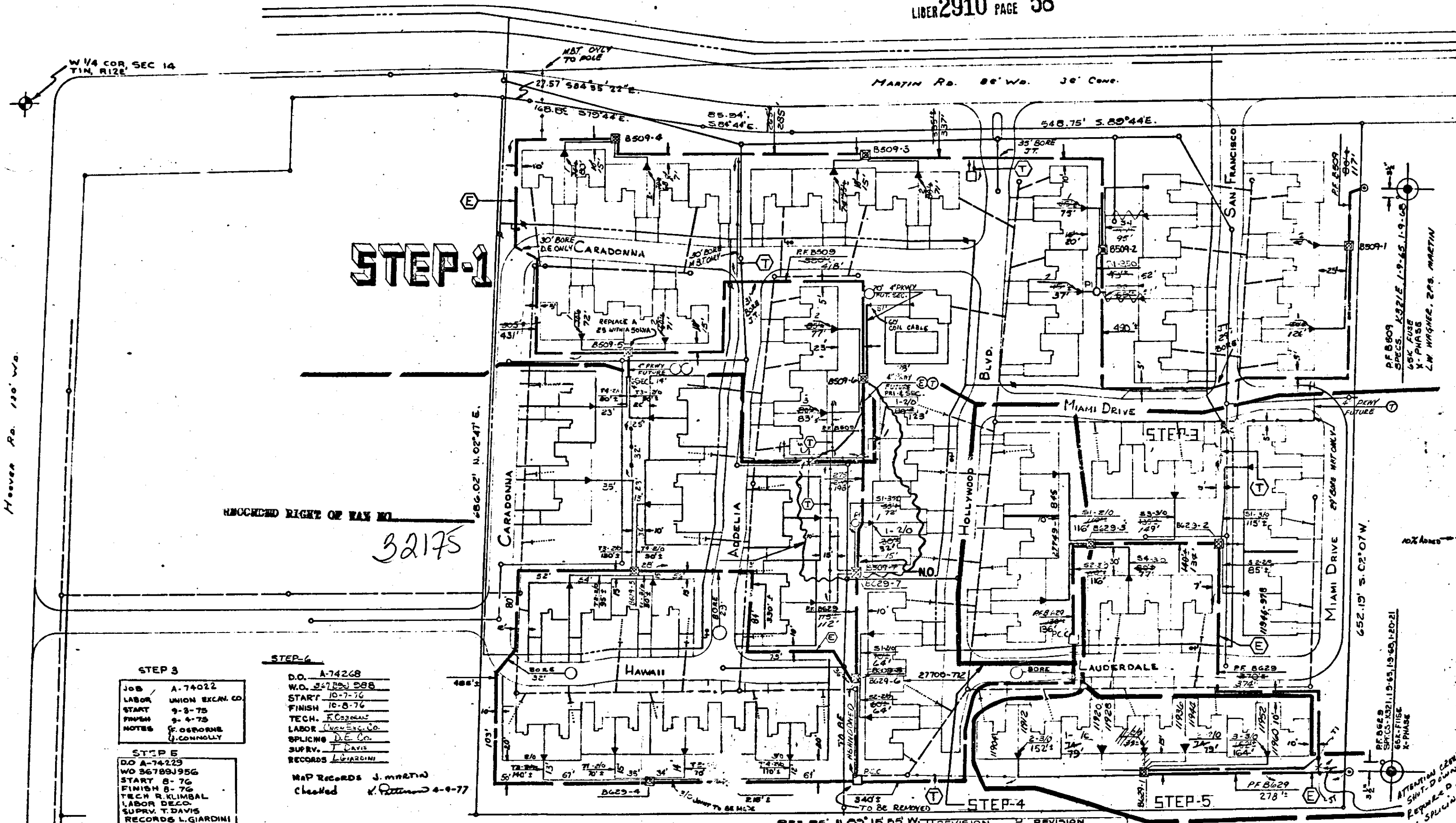
- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E. Co.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-1-2369 FOR TRANS. MAT. DETAILS.
 SEE PAGE 32-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
 SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBD'S ONLY).
 D.E. SERVICE PLANNER: E. BRASE 467-6201 X-332
 TEL. CO.: 808 GRIFFIN - 777-9960

CONTACT "MISS DIG" (647-344) BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

Notification City of Warren



STEP 3

JOB	A-74022
LABOR	UNION EXCAN. CO.
START	9-3-75
FINISH	9-4-75
NOTES	F. OSBORNE
	J. CONNOLLY

STEP 5

D.O.	A-74229
WO	36789J956
START	8-7-76
FINISH	8-7-76
TECH.	R. KLIMBAL
LABOR	DE. CO.
SUPRV.	T. DAVIS
RECORDS	L. GIARDINI

STEP 6

D.O.	A-74268
WO.	36789J988
START	10-7-76
FINISH	10-8-76
TECH.	F. OSBORNE
LABOR	UNION EXCAN. CO.
SPLICING	D.E. CO.
SUPRV.	T. DAVIS
RECORDS	L. GIARDINI

MAP RECORDS J. MARTIN
 Checked J. OSBORNE 4-9-77

CABLE SUMMARY

ITEMS	STEP-3	STEP-4	STEP-5	STEP-6
ITEM# 22APEC X 1 132 KV	713-3076	136'	289'	289'
ITEM# AP2-3/0 & 1-1/0 600 V.	713-0814	136'	136'	136'
ITEM# AP2-2/0 & 1-1/1 800 V.	713-0814	142'	142'	142'
ITEM# AP9502/0 600V	713-0887	65'	65'	65'
TOTAL	483'	72'	72'	72'

TRENCH SUMMARY

JOINT USE	STEP-3	STEP-4	STEP-5	STEP-6
D. E. ONLY	407' 46" ±	215' ±	320' ±	1689' ± 862'
T. ONLY	327' 30" ±	NONE	80' ±	NONE 556'
TEL ONLY	26' ±	NONE	160' ±	NONE 208'
TOTAL	760' ±	215' ±	500' ±	1628'

REVISION	DATE	BY	DESCRIPTION
D REVISION	10-26-77	J. OSBORNE	REVISED TO SHOW ADDED SERVICE IN STEP-3
E REVISION	12-30-75	E. BRASE	REVISED TO SHOW STEP-4
F REVISION	7-1-76	E. BRASE	REVISED TO SHOW STEP-5
G REVISION	9-1-76	P. GARDNER	REVISED TO SHOW S. EP-6 AS INSTALLED IN FIELD
H REVISION	5-14-74	J. OSBORNE	REVISED TO SHOW REMOVAL OF 6 SPANS OF SECONDARY.
I REVISION	2-19-75	E. BRASE	ADDED STEP II. D.O. # A-73344 W.O. # 36789 J. 751

STEP-3 TITLE BLOCK

D.O.	A-74022
NO.	36789J903
START	9-3-75
FINISH	9-4-75
TECH.	F. OSBORNE
LABOR	UNION EXCAN. CO.
SPLICING	D.E. CO.
SUPRV.	T. DAVIS
RECORDS	L. GIARDINI

THE DETROIT EDISON COMPANY
 SERVICE PLANNING DEPARTMENT

VILLA CAPRI CONDO.
 PART OF THE N.W. 1/4 OF SW 1/4 SEC. 14 T. 14N. R. 12E
 CITY OF WARREN

SCALE: 1"=50'
 LATEST REVISION: H
 DEPT. ORDER NUMBER: 244
 SHEET: 1 OF 1

"AS-INSTALLED"

R32175

RECORDED RIGHT OF WAY NO. 32175

RETURN TO
DAVID R. WINFIELD
THE DETROIT EDISON COMPANY
76 S. GRANT ST.
DETROIT, MICHIGAN 48043