

RECORDED IN MACOMB COUNTY  
RECORDS AT: 10:15 A.  
JUN 29 1979

(LIBER 3097 PAGE 630)

A590754

APARTMENTS  
*Edna Miller*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

(LIBER 2932 PAGE 960)

~~A491163~~

LIBER 3121 PAGE 440

(A578271)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 6<sup>th</sup> day of March, 19 78, 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 C.L.E.A.V.E. PARKWAY SOUTH APARTMENTS, PHASE II, AND HOME OF HARRISON, on land in the Township of Harrison, 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:

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: 9:29 A.M.  
MAY - 3 1979

*Edna Miller*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY  
RECORDS AT: 2:00 P.M.  
APR 13 1978

*Edna Miller*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

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

THIS INSTRUMENT IS  
RE-RECORDED  
TO SHOW ADDITIONAL  
DRAWING

RETURN TO  
R. R. CUNNINGHAM  
DETROIT EDISON COMPANY  
15600 NINETEEN MILE ROAD  
MT. CLEMENS, MICHIGAN 48044

RECORDED RIGHT OF WAY NO. 32460

15-  
21-

- 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:

Leslie G. Sundstrom  
LESLIE G. SUNDSTROM

L. Katherine Hayes  
L. KATHERINE HAYES

Grace Cushman  
GRACE CUSHMANO

Melford Hartman  
MELFORD HARTMAN

THE DETROIT EDISON COMPANY

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

By Irene C. Kata  
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By K. H. Shelton  
K. H. SHELTON  
DIVISION STAFF ASSISTANT -  
(authorized signature)

RECORDED RIGHT OF WAY NO. 32460

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 15th day of March, 1978, 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 instru-  
ment 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: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 32460

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Macomb )

On this 21<sup>st</sup> day of March, 1978, 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 STATE ASSISTANT authorized by and for MICHIGAN BELL TELEPHONE COMPANY  
a Michigan corporation, and that said instrument was signed in behalf of said  
corporation, by authority of its Board of Directors, and 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: \_\_\_\_\_



**AGREEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM  
FOR RESIDENTIAL SUBDIVISIONS, MOBILE HOME PARKS, CONDOMINIUMS  
AND APARTMENT HOUSE COMPLEXES**

**AGREEMENT**, made this 1st day of November, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Vogue Management Company hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to three ~~lots~~ buildings numbered 24668 24678 24688 in the development known as Parkway South Apts. Phase II (hereinafter called the "Development") located in Township Harrison, Range T2N, R14E, Section P.C. 173, Macomb County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-74828 dated 10-18-78, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

**WHEREAS**, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

**NOW, THEREFORE**, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

**1.** The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 32460

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 1,692.00. 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 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE STATE OF MICHIGAN IN AND FOR THE COUNTY OF WASHTENAW

32460

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 \_\_\_\_\_, 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

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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**

15600 19 Mile Road  
Mt. Clemens, Michigan, 48044

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

Vogue Management Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48043

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 Warren E. Hicks  
Warren E. Hicks

Its Director, Service Planning

**DEVELOPER**

By [Signature]  
Its [Signature]

33460



**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		
		<u>680</u> trench feet x \$1.90 per trench foot =	\$ <u>1,292.00</u>
		<u>100</u> KVA of installed transformer capacity x \$4.00	\$ <u>400.00</u>
(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		\$ _____
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ _____
	<b>TOTAL</b>		\$ <u>1,692.00</u>

REVISION FROM 32460

ATTACHMENT D

AGREEMENT NUMBER B478 J553

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

Estimated Direct Construction Cost . . . . .	\$ <u>2,040.00</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>18,000.00</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 . . . . .	\$ _____
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>1,692.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>1,692.00</u></b>

APPROVED PRINTING OR MAY NO. 32460



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

DATE: November 1, 1978

Vogue Management Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48043

RE: Parkway South Apartments Phase II

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,

[Signature]  
Service Planner

11.1.78  
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-74828 for this development is in my/our possession and will be used for this purpose.

Name [Signature]  
Title [Signature]  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

32460

**AGREEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM  
FOR RESIDENTIAL SUBDIVISIONS, MOBILE HOME PARKS, CONDOMINIUMS  
AND APARTMENT HOUSE COMPLEXES**

**AGREEMENT**, made this 26th day of May, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Vogue Management Company hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 240/120 volt secondary service to one ~~lots~~/buildings numbered 36588 in the development known as C.L.E.A.V.E. Home of Harrison (hereinafter called the "Development") located in Township Harrison, Range T2N R14E, Section Private Claim 173 Macomb County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-74651 dated 3-9-78, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

**WHEREAS**, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

**NOW, THEREFORE**, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

**L** The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED FIRST OF MAY NO. 32460

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2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 798.50. 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.

FILE NO. 8246

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 June 12, 1978, 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

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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**

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Vogue Management Company

17050 Clinton River Road

Mt. Clemens, Michigan 48043

Attention: Mr. F. Severini, Partner

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 *Fred Deverson*

Its Partner

RECORDED RIGHT OF WAY NO. 32460

**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		
		<u>315</u> trench feet x \$1.90 per trench foot =	\$ <u>598.50</u>
		<u>50</u> KVA of installed transformer capacity x \$4.00	\$ <u>200.00</u>
(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		\$ <u>-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-</u>
	<b>TOTAL</b>		\$ <u>798.50</u>

RECORDED RIGHT OF WAY NO. 33460



ATTACHMENT D

AGREEMENT NUMBER B278 J342

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

Estimated Direct Construction Cost . . . . . \$ 946.50  
(Excludes engineering overhead costs and  
administrative cost. When applicable, in-  
cludes cost of system extensions required  
to supply developments.)

Minus - Company's Share of Cost . . . . . \$ 1,000.00  
(\$500.00 for each residential unit to be  
immediately served when the under-  
ground electric distribution system is  
completed.)  
(See B Attached)

Refundable Line Extension Advance . . . . . \$ -  
(See Schedule of Refunds - Attachment C)

Plus - Nonrefundable Contribution as required by  
Rule B-3.4 (See Attachment C) . . . . . \$ 798.50

**TOTAL PAYMENT REQUIRED** \$ 798.50

07/16/00

**Detroit  
Edison**

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

DATE: May 26, 1978

Vogue Management Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48043  
Attention: Mr. F. Severini, Partner  
RE: C.L.E.A.V.E. Home of Harrison

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,

*William C. DeLeon*  
Service Planner

5-26-78  
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-74651 for this development is in my/our possession and will be used for this purpose.

Name *W. C. DeLeon*  
Title *Partner*  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date *6-1-78*

32460

**Detroit  
Edison**

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

**Macomb Division  
15600 19 Mile Road  
Mt. Clemens, Michigan 48044**

April 25, 1978

**Vogue Management Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48044**

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated March 6th, 1978 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 RIGHT OF WAY NO. 32460



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

Macomb Division  
15600 19 Mile Road  
Mt. Clemens, Michigan 48044

February 23, 1978

Vogue Management Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48044

RE: Parkway South Apartments, Phase II, and C.L.E.A.V.E.  
Home of Harrison - Harrison Township, Macomb County.

Gentlemen:

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 statues 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 McCabe, 15600 19 Mile Road, Mt. Clemens, Michigan 48044 (phone 286-9369).

Sincerely,

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

MJM:pb

Enclosure

RECORDED RIGHT OF WAY NO. 32460

COMMITMENT FOR TITLE INSURANCE NUMBER 50-37310  
CHICAGO TITLE INSURANCE COMPANY  
CHICAGO, ILLINOIS 60602

THE PHILIP F. GRECO TITLE COMPANY

118 CASS AVENUE • MT. CLEMENS, MICHIGAN 48043 • (313) 463-1582

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the reverse side hereof.

FORM OF POLICY TO BE ISSUED

ALTA OWNER'S POLICY  
FORM B-1970 (AMENDED 10-17-70)  
\$ 19,000.00

ALTA LOAN POLICY  
FORM B-1970 (AMENDED 10-17-70)  
WITHOUT EXCEPTIONS  
\$

ALTA LOAN POLICY  
FORM B-1970 (AMENDED 10-17-70)  
WITH EXCEPTIONS  
\$

PARTY TO BE INSURED

CLEAVE NON-PROFIT HOUSING CORPORATION, A MICHIGAN NON-PROFIT CORPORATION

DESCRIPTION OF REAL ESTATE

Situated in Township of Harrison, Macomb County, Michigan

(SEE ATTACHED RIDER FOR FULL LEGAL DESCRIPTION OF REAL ESTATE)

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. Owner: Vogue Management Company, a Michigan Co-Partnership

RECORD DEED FROM ABOVE NAMED CO-PARTNERSHIP TO CLEAVE NON-PROFIT HOUSING CORPORATION, A MICHIGAN NON-PROFIT CORPORATION.

2. Subject to an Easement in favor of Macomb County Drain Commissioner, as set forth in instrument recorded in liber 2162, page 921, Macomb County Records, Register No. A45652.

3. Subject to an Easement in favor of Macomb County Drain Commissioner, as set forth in instrument recorded in liber 2158, page 320, Macomb County Records, Register No. A42962.

4. 1974 and 1975 County Taxes: Unpaid.  
1976 County Taxes: Unpaid. \$1,007.11, not including penalties and interest, also covers other land.

(SEE OVER)

Countersigned: A. Bleber  
A. Bleber  
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By: Alvin W. Long  
President.

Dated at Mount Clemens Michigan,  
December 3, 1976 at 8:00 A.M.  
P.M.



ATTEST:  
Chester C. McCallough  
Secretary.

This Commitment is valid and binding for a period of 90 days from the date hereof.

RECORDED IN LIBER OF WAY NO. 32460

NOTE: Affidavit recorded in liber 2520, page 278 provides that pursuant to Ordinance Nos. 100 and 104, there will be a charge for water mains against subject property, said charge to be paid at time of connection with said water mains servicing subject property.

THE ABOVE IS FURNISHED FOR INFORMATIONAL PURPOSES ONLY, AND WILL NOT BE SHOWN ON THE FINAL POLICY.

REQUIREMENTS FOR ISSUANCE OF LOAN POLICIES:

FOR ALL LOAN POLICIES:

Requirement: Estoppel certificate on form provided by this company signed by or on behalf of all mortgagors acknowledging receipt of the mortgage consideration and making representations as to the ages of individual mortgagors and such other matters as are therein set forth.

FOR ALTA LOAN POLICIES WITHOUT EXCEPTIONS:

Requirement: Proper sworn statements and waivers showing payment or release of all lien rights covering improvements made on subject land in the last 90 days or satisfactory proof that no improvements have been made within the last 90 days.

Requirement: Satisfactory survey by an approved surveyor showing no variation in location or dimensions, encroachments, or adverse rights, and such evidence of possession as may be required.

PROVISIONS APPLICABLE TO ALL COMMITMENTS:

This Commitment is delivered and accepted upon the understanding that the party to be insured has no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting subject property other than those set forth herein and in the title insurance application. Failure to disclose such information shall render this Commitment and any policy issued pursuant thereto, null and void as to such defect, objection, lien or encumbrance.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company: defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

GENERAL EXCEPTIONS WHICH APPEAR UNDER SCHEDULE B ON:

Owners' Policies:

- (1) Rights or claims of parties in possession not shown by the public record.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploitation rights.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.
- (6) Restrictions upon the use of the premises not appearing in the chain of title.

Loan Policies With Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be discovered by an accurate survey and inspection of the premises.
- (3) Any lien, or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

RECORDED FROM OF WAX NO. 32460

RIDER

A parcel of land in Private Claim 173, Town 2 North, Range 14 East, Harrison Township, Macomb County, Michigan, described as: Beginning at a point 3249.57 feet North 07 degrees 00 minutes East of intersection of the centerline of Shook Road and West line of Harrison Township; thence North 07 degrees 00 minutes East 108.55 feet; thence South 83 degrees 00 minutes East 331.0 feet; thence South 07 degrees 00 minutes West 108.55 feet; thence North 83 degrees 00 minutes West 331.0 feet to the point of beginning and containing 0.825 of an acre of land, more or less and reserving the East 10.0 feet of the West 43.0 feet for a sidewalk easement.

RECORDED RIGHT OF WAY NO. 32460

Rider attached to and forming part of Commitment No. 50-37310

PHILIP F. GRECO TITLE COMPANY

BY: *[Signature]*

Detroit  
**Edison**  
MACOMB DIVISION

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Date: July 24, 1979

To: Margaret J. Horvath  
Records Center

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

Subject: Agreement-Easement-Restrictions for Parkway South  
Apartments, Phase II, and C.L.E.A.V.E. Home of Harrison,  
located in Private Claim 173, Town 2 North, Range  
14 East, Harrison Township, Macomb County, Michigan.

Attached for Records Center is the executed Agreement dated  
March 6, 1978 for the above named project. Also enclosed are  
other pertinent papers relative to this project.

Easement for this project was requested by Walter Bobcean of  
the Service Planning Department, Macomb Division. The Agreement  
was negotiated by Michael J. McCabe, Representative of Real  
Estate, Rights of Way and Claims, Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company made  
this agreement with Fred Severini Jr. and Vincent J. Severini,  
Partners, of Vogue Management Company, the owners of Parkway  
South Apartments, Phase II, and C.L.E.A.V.E. Home of Harrison.

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

RRC:pb

Attachment

RECORDED RIGHTS OF WAY NO. 32460



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

TO Walter Veen, Ser. Pl, Macomb Div.

TE 3-9-78

TIME \_\_\_\_\_

RE: Underground Service - Parkway South Apartments, Phase II, and C.L.E.A.V.E.

Home of Harrison, Township of Harrison, Macomb County, Michigan.

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

COPIES TO: Lines Office Manager

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

REPORT \_\_\_\_\_

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

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

TO L. G. Edstrom, 630 W.C.B. DATE 3-9-78 TIME \_\_\_\_\_

RE: Parkway South Apartments, Phase II, and C.L.R.A.V.E. Name of Harrison,  
Harrison Township, 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 \_\_\_\_\_

APPLICATION FOR U.R.D. EASEMENT

FARM USE	APPLICANT NO. 2-1378	ME-8-N
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TO R. CUNNINGHAM

Application No. MC-8198

DISTRICT MACOMB

Date 2-13-78

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)

- 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 PARKWAY SOUTH APTS - PHASE II AND C.L.E.A.V.E. HOME OF HARRISON County MACOMB  
 City Township Village HARRISON TWP Section No. PT. OF P.C 173

Type of Development Subdivision  Mobile Home Park   
 Apartment Complex  Other

2. Name of Owner VOGUE MANAGEMENT CO. Phone No. 286-6521  
 Address 17050 CLINTON RIVER RD, MT CLEMENS, MICH.  
 Owner's Representative FRED SEVERINI Phone No. 286-6521

3. Date Service is Wanted 4-1-78

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 M.B.T.

b. Other utility engineer names, addresses, phone numbers: LES GENO, 27300 GRATIOT, ROSEVILLE, MICH 48066

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

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

8. Additional information or comment \_\_\_\_\_

NOTE: The following information has been  will be submitted later.

Signed Walter Roberson

Address \_\_\_\_\_ Phone X 225

RECORDED RIGHT OF WAY NO. 32460





RECORDED RIGHT OF WAY NO. 32460