

ANCHOR BAY LAKE APARTMENTS
APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

(A169116)

This instrument made this 9TH day of DEC., 19 72, 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 ANCHOR BAY LAKE APARTMENTS, on land in the Village of New Baltimore, 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.

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

RECORDED IN MACOMB COUNTY
RECORDS AT: 1:06 P. M.

NOV - 5 1980

RECORDED IN MACOMB COUNTY
RECORDS AT: 9:43 A. M.

FEB - 9 1973

Edna Miller
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

DE FORM LE 11 11 71 CS

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

Edna Miller
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY
NOV 10 1980
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- 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:

Gerald S. Misiak
GERALD S. MISIAK

Irene C. Kata
IRENE C. KATA

Diana Kingstrom
DIANA KINGSTROM

Marsha Pavelka
MARSHA PAVELKA

THE DETROIT EDISON COMPANY
By W. C. Arnold
W. C. Arnold Director, Right of Way and Right of Easement

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)

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STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 9th day of January, 1973, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
Lillian J.H. Carroll, to me personally known, who being by me duly sworn
did say 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 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
W. C. Arnold and Lillian J.H. Carroll acknowledged said
instrument to be the free act and deed of said corporation.

Irene C. Kafa
IRENE C. KAFA
Notary Public, Wayne County, Michigan

My Commission Expires: May 14, 1976

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 15th day of January, 1973, 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
Right of Way authorized by and for Michigan Bell Telephone Company
corporation, and that said instrument was signed in behalf of said cor-
poration, 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.

Melford Hartman
Notary Public, County, Michigan

My Commission Expires: _____

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires Sept. 15, 1975

RECORDED ALBERT OF WAY NO. 33371

Witness:

Elizabeth A. Hegg
 ELIZABETH A. HEGG
Karen Stern
 KAREN STERN
Marion August
 MARION AUGUST
Deborah A. Balkin
 DEBORAH A. BALKIN
Edith Weinberg
 EDITH WEINBERG

SELLER

Henry T. Aaron - ADMINISTRATOR
 MORRIS AARON
Bertha Aaron
 BERTHA AARON, his wife
Stanley Aaron
 STANLEY AARON
Carole Aaron
 CAROLE AARON, his wife
Rupert G. Craib
 RUPERT G. CRAIB
Irene D. Craib
 IRENE D. CRAIB, his wife

STATE OF MICHIGAN)
)
 COUNTY OF Oakland) SS.

15670 W. Ten Mile Road
 Southfield, Michigan 48075

On this 29th day of December, 1972, before the undersigned, a Notary Public in and for said County, personally appeared Morris Aaron and Bertha Aaron, his wife, Stanley Aaron and Carole Aaron, his wife, Rupert G. Craib, and Irene D. Craib, 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.

ELIZABETH A. HEGG
 Notary Public, Oakland County, Mich.
 My Commission Expires Jan. 28, 1975

Elizabeth A. Hegg
 Notary Public, Oakland County, Michigan

My Commission Expires: _____

Witness:

William Geer
 WILLIAM GEER
Colleen Landry
 COLLEEN LANDRY

Land Contract Purchaser

Jack Rosenzweig
 JACK ROSENZWEIG PARTNER
Seymour Joseph
 SEYMOUR JOSEPH PARTNER
 21675 COOLIDGE
 OAK PARK ~~MICHIGAN~~ MICHIGAN
 48237
 wife

STATE OF MICHIGAN)
)
 COUNTY OF OAKLAND) SS.

On this 9th day of DECEMBER, 1972, before the undersigned, a Notary Public in and for said County, personally appeared Jack Rosenzweig ~~and~~ PARTNER, ~~his wife~~, and Seymour Joseph, ~~and~~ PARTNER, ~~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.

Michael Beresh
 Notary Public Oakland County, Mich.
 My commission expires Aug 30, 1976

Michael Beresh
 Notary Public, OAKLAND County Michigan

My Commission Expires: August 30, 1976

APPENDIX "A":

A parcel of land being a part of Lot No. 258 of Assessors Plat No. 7, part of frac Sec 24, T3N, R14E, according to the plat thereof as recorded in Liber 15 of plats, page 41, M.C.R. more fully desc as follows: Commencing at the N.W. cor of Lot 258; th S. 88°55'00" E. 727.38 ft; th S. 00°04'50" E. 193.90 ft, th S. 44°47'40" W. 371.22 ft; th S. 347.75 ft; th S. 46°34'17" W. 641.63 ft; th N. 1259.93 ft to the point of beginning.

PREPARED BY: John N. Waterloo
 1970 Orchard Lake Road
 Pontiac, Michigan 48053

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THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **January 10, 1974**

Lan Home Builders, Inc.

21675 Coolidge

Oak Park, Michigan 48237

Regarding Anchor Bay Lake Apartments

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 12-14-73.

The cost to you for said electric line installation is \$5950.00 based on 2975 trench feet or - lot front feet. Extra charges in addition to the above will be \$ - as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

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.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

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The Detroit Edison Company

Date January 10, 1974

Anchor Bay Lake Apartments

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.

four

Please sign ~~three~~ of the enclosed copies and return them. You may retain the ~~fourth~~ copy for your file.

fifth

Very truly yours,

Melvin F. Stockmen
Service Planner

ACCEPTED:

Name William Lee

Title General Supt. agent

Name _____

Title _____

Date _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: August 27, 1973

Len Home Builders, Inc.

21675 Coolidge

Oak Park, Michigan 48237

Re: Temporary service for Anchor Bay Lake Village Apartments

Gentlemen:

Pursuant to providing temporary service to the above location, it is necessary that the following agreement be completed. The price quoted herein shall be in effect for a period of six months from the date hereof.

Very truly yours,

Melvin F. Stockman
Service Planner
Aug 27, 1973
Date

TEMPORARY SERVICE BILLING AGREEMENT

I/We, the undersigned, hereby agree to reimburse The Detroit Edison Company, the sum of One thousand and forty-six dollars----- (\$ 1,046.00).

This reimbursement will be made prior to the actual start of construction.

In return for the above, The Detroit Edison Company agrees to temporarily install and, upon request, remove service to the vicinity of 50561 Jefferson.

This service to be provided for a maximum demand of 2- 25KVA transformers
at 120/240v VOLTS KVA

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The Detroit Edison Company
Date August 27, 1973

Anchor Bay Lake Village Apartments

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 and return ~~three~~ ^{four} of the enclosed copies. You may retain the ~~fourth~~ ^{fifth} copy for your file.

ACCEPTED:

Name William Jea, agent

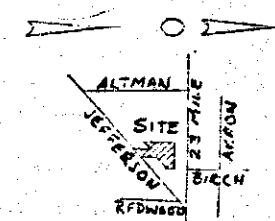
Title Gen. Supt.

Name _____

Title _____

Date _____

RECORDED RIGHT OF WAY NO. 33371



LOCATION MAP U.G. CHS 69-1

- UT (LIVE FRONT TYPE)
- UT (NON-SWITCHING - LIVE FRONT TYPE)
- UT (SWITCHING - LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PLEURAL
- 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

TRANSFORMER DATA			
NO	SIZE	ST. NO.	
B203-1	50	66-1152	
"-2	50	66-1152	
"-3	50	66-1152	
B304-1	50	66-1152	
"-2	50	66-1152	
"-3	50	66-1152	
B035	25	66-1151	
"-2	25	66-1151	
"-3	25	66-1151	
"-4	25	66-1151	
"-5	25	66-1151	
B236	25	66-1151	
"-2	25	66-1151	
"-3	25	66-1151	
"-4	25	66-1151	
"-5	25	66-1151	

TRENCH SUMMARY	
JOINT	2533'
MBT ONLY	188'
DE CO ONLY	611'
TOTAL	3332'

PERMIT REQUIRED VILLAGE OF NEW BALTIMORE (NOTIFICATION ONLY)

CABLE SUMMARY
 PRIMARY 11" 24PECKI, 713-3029, 13.2 KV, 3060' 320'
 SECONDARY 11" 500 X 2 (350 X 1) 713-0260 200V, 500' 55'
 160-UNITS W.O. # 367 B93478 2/0 39'
 MBT # 0757

NOTES:
 UTILITIES TO DO ALL TRENCHING, BACKFILLING ALL TRENCH & CABLE LENGTHS ARE APPROX. D.E. CO. SERVICE PLANNER M. STOCKMAN 468-6891 X. MBT. ENG. H. SWERMAN 463-0293

NOTIFY SOUTHEASTERN MICH GAS CO. TO STAKE GAS LINE IN VICINITY OF TRANS. 5035-3

N.W. COR. SEC. 24 T.3N. R.14E.

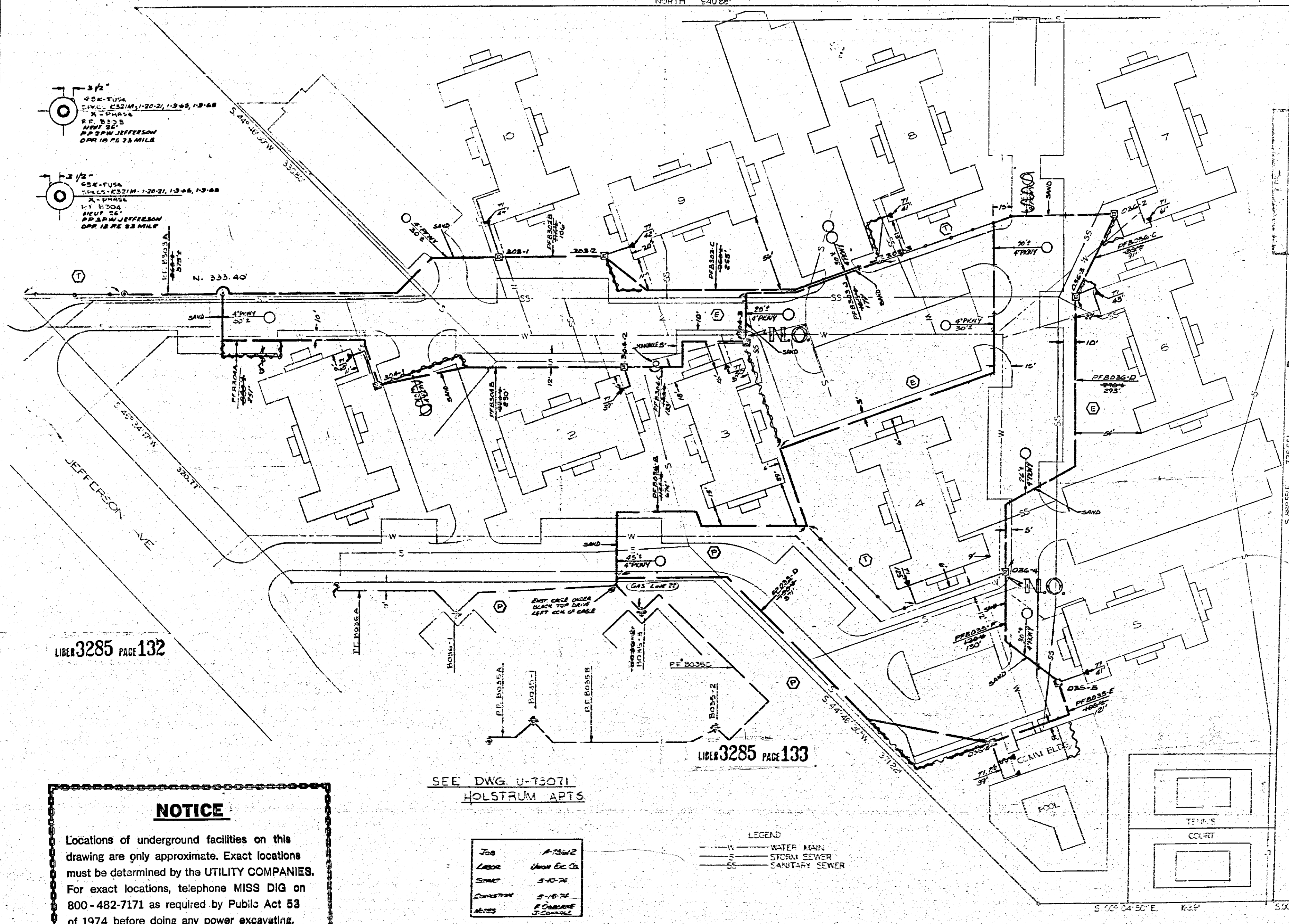
THE LOCATION OF THE SECONDARY SERVICES SHOWN ON THIS SKETCH ARE NOT GUARANTEED. CONTACT THE DETROIT EDISON CO. BEFORE DOING ANY EXCAVATING.

D.C. 8025 CHESTERFIELD (13.2 KV)

ANCHOR BAY LAKE APTS

PART OF THE NW 1/4 OF SEC. 24, T.3N. R.14E, VILLAGE OF NEW BALTIMORE, ALSO PART OF LOT 238 OF ASSESSORS PLAT NO. 7 L.E. P.41

THE DETROIT EDISON COMPANY	SCALE 1"=30'
SERVICE PLANNING DEPARTMENT	LAYOUT SHEET
DATE 1-17-78	BY 1-17-78
PROJECT A-73612	SHEET 1 OF 1 SHEETS



SEE DWG. U-73071 HOLSTRUM APTS

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

Job	A-73612
LABOR	Urban Ec. Co.
START	5-10-78
COMPLETION	5-15-78
NOTES	F. COCHRAN J. COCHRAN

LEGEND	
— W —	WATER MAIN
— S —	STORM SEWER
— SS —	SANITARY SEWER

REVISION	DESCRIPTION	DATE
1	REVISED TO SHOW AS INSTALLED IN FIELD.	1-17-78
2	CHANGED TO SHOW CHANGE IN TRANSFORMER SIZES	1-17-78
3	REROUTE PRIMARY	1-17-78
4	RELOCATE PF B035 F 8-24, TRENCH & SERVICES ETC. Plus Part of RR B235 & B236 REUSE CP # 0351036	1-17-78
5	RELOCATE TRANS 303-1 & 304-2. ELEMENTED TRENCH 303-3 REROUTED 303-2, ALSO 304-4 RE TRENCH 304-3, ALSO 036-4 TO 035-4	1-17-78

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

RECORDED RIGHT OF WAY NO. 33371

R 33371