

Date:

July 30, 1984

To:

Records Center

From:

Robert R. Cunningham, Supervisor V

Real Estate, Rights of Way and Claims

Subject:

Right of Way Agreement for Underground Residential Distribution for Carlyle Place Apartments, Phase II, located in part of the Southwest 1/4 of Section 6, Town 2 North, Range 13 East, Clinton Township,

Macomb County, Michigan.

Attached for Records Center are the executed Right of Way Agreement, dated September 16, 1983, and Affidavit for above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Jerald Pollard 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 Mario O. Cardinali, partner of Lejac Company, the developers of Carlyle Place Apartments, Phase II.

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

RRC/caw

Attachment

Detroit Edison UBER 3544 PAGE 427

A821110

Right of Way Agreement

f;	<u> 20 pt. 16</u> , 19 83
For valuable consideration, the receipt of which is her convey to THE DETROIT EDISON COMPANY, a corporate of the States of Michigan and New York, of 2000 Second BELL TELEPHONE COMPANY, a Michigan corporation hereinafter referred to as "UTILITIES", the easement and underground facilities consisting of wires, cables, conduits above ground equipment, connections, poles and accessoupon, over and across the land located in the Township County, Michigan, and more particularly described on the UTILITIES of ingress and egress upon said land for the purpor otherwise control brush and trees within the easements.	Avenue, Detroit, Michigan 48226 and the MICHIGAN n, of 444 Michigan Avenue, Detroit, Michigan 48226 d right to erect, lay, maintain, reconstruct and replace s, fixtures and appurtenances including the necessary ories which may from time to time be required in, under, of Clinton , Macomb the attached Appendix "A", with the full right to the coses of this grant, and the further right to trim, cut down
Said easements shall be 10 feet in described as follows: The exact location of said be recorded within 90 days after construction.	n width unless otherwise indicated and their route is easements will be as shown on a drawing to
In order to provide for the proper maintenance and pragree that:	rotection of UTILITIES, the undersigned covenant and
 The easements will be graded to within four (4) inche and this ground elevation must be maintained after install around above ground UTILITIES' equipment. 	es of final grade before the UTILITIES lines are installed lation of utilities to avoid the pooling of water in, on or
No buildings or structures other than UTILITIES eq granted. No excavation is to be permitted within said eas	uipment are to be placed within the easements herein ement without approval of UTILITIES.
 If the lines or facilities of UTILITIES are damage contractors, repairs shall be made by the Utility company so are defined as those persons owning the land at the time 	ed by the acts of Owners, their agents, employes or damaged at the cost and expense of Owners. Owners the damage occurred.
4. No shrubs or foliage shall be planted or grown w switching cabinet enclosures. UTILITIES shall not be respondent life planted in front of said door or within the easement of their equipment.	ithin five (5) feet of the front door of transformers or onsible to Owners for damages to or removal of trees or t causing an interference with UTILITIES maintenance
THIS GRANT is declared to be binding upon the he parties hereto.	irs, successors, lessees, licenses and assigns of the
IN WITNESS WHEREOF, the undersigned have here	eunto set their hand and seal on this date.
Witnesses:	Grantors:
	LEJAC COMPANY
Colleen Nograsek / 1	a Michigan Co-Partnership
x Cahand Wenker	Whatia O. Cardinal. Partuer
Richard Weinberg	Mario O. Cardinali, partner
Prepared By: Michael J. McCabe	Address: 24567 Northwestern Highway
Rot - 15600 - 19 Mile Road Mt. Clemens, Michigan 48044	Suite 400-B Southfield, Michigan 48075
	

RECORDED IN MACOMB COUNTY RECORDS AT: 3: 21 P. M. SEP 22 1983

DE 963-4187 10-79 CS (D.E. U.R.D.-MBT)

5

SEP 22 1983 . Ed na Millel

LIBER 3544 PAGE 428

INDIVIDUAL

STATE OF MICHIGAN				•
County of OAKLAND)SS)			
On this 16th da	y of <u>September</u>		, A.D. 19 <u>83</u> ,	before me,
	public in and for said county, p		•	ship
who executed the foregoing	g instrument, and acknowledge		to me to be the	person C
free act and deed.				. E
		Sarletta &	Maple	NG H
My commission expires: _	EARLETTA F. MAPLES Botary Public, Oakland County, Michigan My Commission Expires March 31, 1985	Notary Public,	County	y, Michigab ≪ X
,				E 963-4181 10-79 Ç\$
				Ţ

APPENDIX "A"

CARLYLE PLACE APARTMENTS, PHASE II, Part of the Southwest 1/4 of Section 6, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, described as beginning at a point, said point being distant S 89 05'30" W 1332.61 feet along the Southerly line of said Section 6, also being the centerline of Nineteen Mile Road from the South 1/4 corner of said Section 6; and N 00 09'30" W 1341.44 feet and N 89 32'44" E 600.48 feet to the point of beginning; thence from said point of beginning, N 89 32'44" E 375.00 feet; thence S 00 02'00" E 673.76 feet; thence S 89 05'30" W 634.10 feet; thence N 00 09'30" W 400.00 feet; thence N 63 22'08" E 291.90 feet; thence N 00 27'16" W 150.00 feet to the point of beginning.

MACOMB COUNTY MICH CA

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

AGREEMENT, 1	nade this 18th day of	October	, 19 <u>83</u> , between The
Detroit Edison Company, hereina			
	rio Cardinali, LeJa		-
hereinafter called the "Developer	• • • • • • • • • • • • • • • • • • • •		
WHEREAS, the	Developer desires the (Company to fur	nish a 120/240
volt secondary service to	105 units	<u></u>	xxx/buildingscnumbered
·		in the	development known as
Carlyl	e Place Apartments	Phase II	
(hereinafter called the "Developm	nent") located in Town	ship 2N.	, Range 13E
Section 6 S.W. 6 corner	Me	comb	County, Michigan, If
not already so recorded, the pla	it of said Developmen	t shall be reco	rded by the Developer
in the Office of the Register of D	eeds of Ma	comb	County,
Michigan. The approximate loc			
shown on the Company's Departs			distribution system is
	, a cor		wing is attached housts
		by of which dra	wing is attached hereto
and made a part hereof as Attach	ment 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:

The Company, subject to the provisions of this Agreement, shall furnish, instail, 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.

- Upon the execution of this Agreement, the Developer will pay to the ___. 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 Contibution 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 10 and 13 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.
- 5. The Developer will provide to the Company, easements six feet (6') in width or larger widths if required due to field conditions, 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 Developer agrees that where sewer lines parallel electric and communication lines, sewer taps shall be extended into each lot for a distance of one (1) foot beyond the easement limits.
- 7. 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.
- 8. 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.

- 9. 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 Company 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 final grade. 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 November 14, 1983, 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.
- 10. If the Company, in its sole judgement, 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.
- 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.
- 12. 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, entitles "Extension of Service" and Rule B-3.4, entitles "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occuring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occured prior to the date hereof, shall be applicable to this Agreement and shall supercede the affected terms and provisions hereof.
- 13. 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 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.

- 14. 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.
- 15. 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:

Carlyle Place Apts., LeJac Co.

24567 Northwestern Hwy. Room 400B

Southfield, Michigan 48075

Attention: Mr. Mario Cardinali

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.

16. This Agreement supercedes 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 Darral S. Burton

Darral L. Burton

Its Director, Service Planning

DEVELOPER

By Work O. Carbush

Its Partuer.

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

front lot feet x \$1.75 per front lot foot =	φ	
Mobile Home Parks, Condominiums and Apartment House Complexes		
1,634 trench feet x \$1.90 per trench foot =	\$	3,104.60
300 KVA of installed transformer capacity x \$4.00	\$	1,200.00
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>	
Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	
TOTAL	\$	4,304.60

ATTACHMENT D

AGREEMENT NUMBER B483 J868

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

Estimated Direct Construction Cost (less contribution)	\$ 687.40	
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required		
to supply developments.)		*
Minus - Company's Share of Cost	\$ 17,500.00	 .
(\$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	\$ • · · · · · · · · · · · · · · · · · · ·	쥬
(See Schedule of Refunds - Attachment C)		$^{\circ}$
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 4,304.60	RDE
		D
TOTAL PAYMENT REQUIRED	\$ 4,304.60	୍ରି
		H
Detroit Edison Service Connection Charge		Q
30 trench ft. @ \$1.90 - (service)	\$ 57.00	€
TOTAL PAYMENT	\$ 4,361.60	≥
	•	



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

October 18, 1983.

Mr. Mario Cardinali LeJac Company 24567 Northwestern Hwy. Room 400B Southfield, Michigan 48075

Mr. Jerald B. Pollard Detroit Edison Company 15600 19 Mile Road Mt. Clemens, Michigan 48044

RE: Carlyle Place Apts. Phase II - Clinton Twp.

Dear Sir:

As per your request, this letter releases the Detroit Edison Company of any liability with reference to the destruction of trees caused by boring and trenching, within their specified easement, during the installation of the underground electric distribution system in

Very truly yours,

Moles D. Carlind.
Signed MARIO D. CARDINALI
Typewritten Name Poulul
Title 0 J. 1. 1983
Date /

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

DATE:

October 18, 1983

LeJac Company

24567 Northwestern Hwy. Room 400B

Southfield, Michigan 48075

Attention: Mr. Mario Cardinali RE: Carlyle Place Apts. 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 one copy of the Certificate below. You may retain the second copy for your file.

Very truly yours,

Service Planner

10-18-83

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-74196 for this development is in my/our possession and will be used for this purpose.

Name Mario O. Cardinali Title Partuer
Name
Title

TIFIE

Date UN. 31, 198;

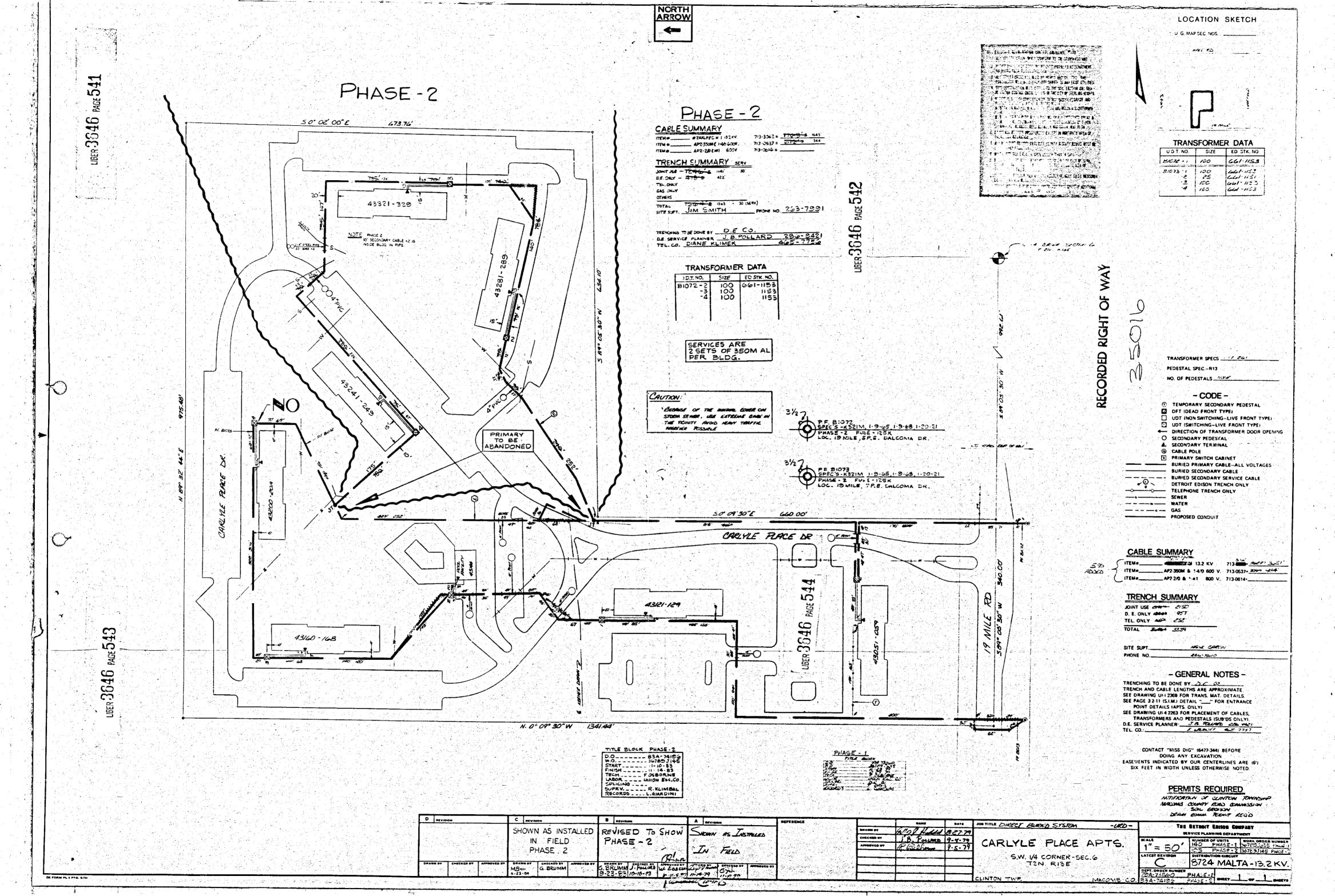
DE FORM PL 110 9-74 CS

RECORDED RIGHT OF WAY

Affidavit

A872193

County of Macomb SS	
, 00	
Robert R. Cunningham, Supervisor, Real Est Detroit, Michigan, being duly sworn deposes and sa	tate, R/W and Claims, of The Detroit Edison Compays:
THAT Lejac Company	
to The Detroit Edison Company and the Michigan B	granted an easer
dated thedated thestart was recorded in the office of the Register of Deed of	th day of <u>September</u> , 19 <u>83</u> . Said easen <u>Macomb</u> County, Michigan on the <u>22nd</u> da age <u>427</u> , and being more particularly described
"Carlyle Place Apartments, Phase 2"	, como en ma c in ga mi
APPEI	NDIX "A"
Range 13 East, Clinton Township, Macomb Copoint, said point being distant S 89°05'30 said Section 6, also being the centerline of said Section 6; and N 00°09'30" W 1341. point of beginning; thence from said point S 00°02'00" E 673.76 feet; thence S 89°05'	of the Southwest 1/4 of Section 6, Town 2 Norbunty, Michigan, described as beginning at a D" W 1332.61 feet along the Southerly line of of Nineteen Mile Road from the South 1/4 cord.44 feet and N 89°32'44" E 600.48 feet to the tof beginning, N 89°32'44" E 375.00 feet; the 130" W 634.10 feet; thence N 00°09'30" W 400. Hence N 00°27'16" W 150.00 feet to the point
	RECORDED IN MACOMB COUNTY RECORDS AT: 12: 24 P. M. JUL-2 1984
	Ed na Millel CLERK-REGISTER OF DEEDS
	MACOMB COUNTY, MICHIGAN
Deponent future states that on behalf of the D	Notroit Edison Company and the Michigan Ball Talagk
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone N equipment. Further Deponent sayeth not.	Detroit Edison Company and the Michigan Bell Telephin said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requires Dig on 1-800-482-7171 for exact location of underground
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone N equipment.	in said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requ
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone Mequipment. Further Deponent sayeth not. Witness: X MICHAE X NORMAN MELDRUM STATE OF MICHIGAN SS	in said grant provided, are established by a drawing d as required in said grant. Public Act 53 of 1974 requires Dig on 1-800-482-7171 for exact location of underground (Landau Robert R. Cunningham, Supervisor Real Estate, Rights of Way and Claim
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone Mequipment. Further Deponent sayeth not. Witness: X X X X X X X X X X X X X	in said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the same of the
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone Mequipment. Further Deponent sayeth not. Witness: X MICLIAN STATE OF MICHIGAN SS COUNTY OF Macomb	in said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the same of the same of the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the same of the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1-800-482-7171 for exact location of underground in the said grant. Public Act 53 of 1974 requises Dig on 1974 re
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone Mequipment. Further Deponent sayeth not. Witness: X MICAME X NORMAN STATE OF MICHIGAN SS COUNTY OF Macomb The foregoing instrument was acknowledged be Robert R. Cunningham, Supervisor, Real Est	in said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requires Dig on 1-800-482-7171 for exact location of undergrant Robert R. Cunningham, Supervisor Real Estate, Rights of Way and Claim Macomb Division efore me this 200 day of 5044, 1987, by
Company the underground easement locations, as April 23, 19 84 and attached hereto, anyone, prior to any power excavating, to telephone Nequipment. Further Deponent sayeth not. Witness: X MICHAE X MICHAE	in said grant provided, are established by a drawing das required in said grant. Public Act 53 of 1974 requires Dig on 1-800-482-7171 for exact location of undergrant Robert R. Cunningham, Supervisor Real Estate, Rights of Way and Claim Macomb Division efore me this 200 day of 5044, 1987, by



R35016

RECORDED RIGHT OF WAY 350/6