LIBER 4951 PAGE 239

TRAILEK-MOBILE HOME

66 "Highland Hills Mobile Home Park"

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RETURN TO

A. L. KASAMEYER The D. troit Edison Con.pany 2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

#### EASEMENT GRANT and DECLARATION OF RESTRICTIONS

The undersigned, FRANKLYN McDONALD and LUCILLE M. McDONALD, his wife, MANDLER MAN SERVICE AND LANDER SERVICE AND LAND MODELWOODLESS 

Proje

Name:

hereinafter called "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables, and equipment, and including above ground cable pole(s), and other above ground facilities necessary to said underground installations and equipment, in, under, over, upon and across land located in the <u>Township of Novi</u>, County of Oakland State of Michigan, described in Appendix "A", which is attached hereto and made a part hereof.

EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter, at all times, upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating, maintaining and removing their lines, cables, cable pole(s), communication facilities, transformer(s), secondary service pedestals, meters and other equipment.

These easements are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary electric cables, transformer(s), secondary service pedestals, meters, switching equipment, communication facilities and equipment of either EDISON or BELL situated in or 70 33 on premises of the grantor(s) shall at all times remain in EDISON and BELL and shall ij be deemed to be personal property and shall not be deemed a part of the realty. 1.0.11

2. EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.

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# LIBER 4951 PAGE 240

3. No excavations (except for public utility purposes), no structures, trees, large shrubs, apparatus of any kind or changes of grade shall be allowed within three (3') feet to either side of the utility lines and equipment. Further EDISON or BELL shall have the right, without incurring any liability to the GRANTOR(s) for so doing, to trim or remove any trees, bushes, plants or roots of any kind which, in their sole opinion interferes with their facilities or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities hereinabove described.

4. No shrubs or foliage shall be permitted on GRANTOR's property within five (5') feet of the front door of transformer enclosure(s), nor shall shrubs or foliage be permitted within five (5') feet of EDISON's secondary service pedestals.

5. The GRANTOR and subsequent owners shall own, maintain, install and replace, at their own expense, all of <u>their service conductors</u> for the distribution of electricity lying between the location of each trailer site and the location of EDISON's transformer(s) or secondary service pedestals.

6. The purpose and intent of this Grant is to convey to EDISON and BELL, right of way, in, under, upon, over and across the above described property sufficient, in the opinion of the utilities, to provide the property with electric service, and further, to provide communication service to each mobile home lot site and buildings now or in the future located thereon.

7. BELL reserves the right to cross said property with its communication facilities to serve adjoining property and beyond.

8. The foregoing easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

9. Enforcement may be by civil proceeding against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, GRANTOR(s) (have) set (its) (their) hand(s) and seal(s) on this <u>26th</u> day of <u>April</u>, 19<u>66</u>.

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AREA CODE 313 TELEPHONE 962-2100

# THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit, Michigan 48226

October 26, 1966

Mr. Franklyn McDonald 3892 Oak Birmingham, Michigan

### Re: Highland Hills Mobile Home Park

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Dear Mr. McDonald:

Enclosed are two copies of the "as installed" drawing for the above project.

The enterest given by you is now being recorded with the "as installed" drawing attached.

Very truly yours,

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Stephen A. McNamee Staff Attorney

SAMcN: 1mh enclosures

RECEIVED DEC TIC DEC 2 7 1966 (Lauriza

RECORDED RICHT OF WAY NO. 2 3447.

AREA CODE 313 TELEPHONE 962-2100

## THE DETROIT EDISON COMPANY 2000 Second Avenue

DETROIT, MICHIGAN 48226

August 9, 1966

Mr. Franklyn McDonald 3892 Oak Birmingham, Michigan

> Re: Highland Hills Mobile Home Park

Dear Sir:

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Enclosed is a fully executed copy of Agreement dated April 26, 1966, for the underground service to the above named project.

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Very truly yours,

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Stephen A. McNamee Staff Attorney

SAMCN: vbf

Enclosure

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| MEMORANDU                              |           | TO Barthaloner + 64                                            | 6 6. 0. | • DATE TIME  |            |  |
|----------------------------------------|-----------|----------------------------------------------------------------|---------|--------------|------------|--|
| FOR GENERAL USE<br>DE FORMINS 7" 12-53 |           | 141 Unitcound Service - Righland Hillscates Mobile Rose Park - |         |              |            |  |
|                                        |           | Township of Howi, Count                                        |         |              |            |  |
|                                        |           | Agreentis and forecours roce                                   | ivot.   |              |            |  |
|                                        |           | of to proceed with construct                                   | ioz.    |              |            |  |
| COPIES TO                              |           | - 1991 Second - Ba. 184                                        | SIGNED  | tephen as    | n Vornen   |  |
| REPORT                                 |           | - 1991 Second - Re. 186<br>Yely - 714 G. G.                    |         | all Atorney  | <b>A40</b> |  |
|                                        | H. V. Pri | abe - 728 G. G.<br>Sales - Pontigs S.C.                        | Le      | v Depertment |            |  |
|                                        | File .    |                                                                |         |              |            |  |
| DATE RETUR                             | INED      | TIME                                                           | SIGNED  |              |            |  |

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April 20, 1966

Mr. Franklyn McDonald 3892 Oak Birmingham, Michigan

> Re: Highland Hills Mobile Home Park Township of Novi Oakland County

Gentlemen:

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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 (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$2901.00 based on 5802 trench feet at the rate of .50 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on December 9, 1965. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation. a'

April 20, 1966

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 assigns. If such damage should occur, we would expect reimbursement for repairs.

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For your convenience, we will bill you on terms of thirty (30) days.

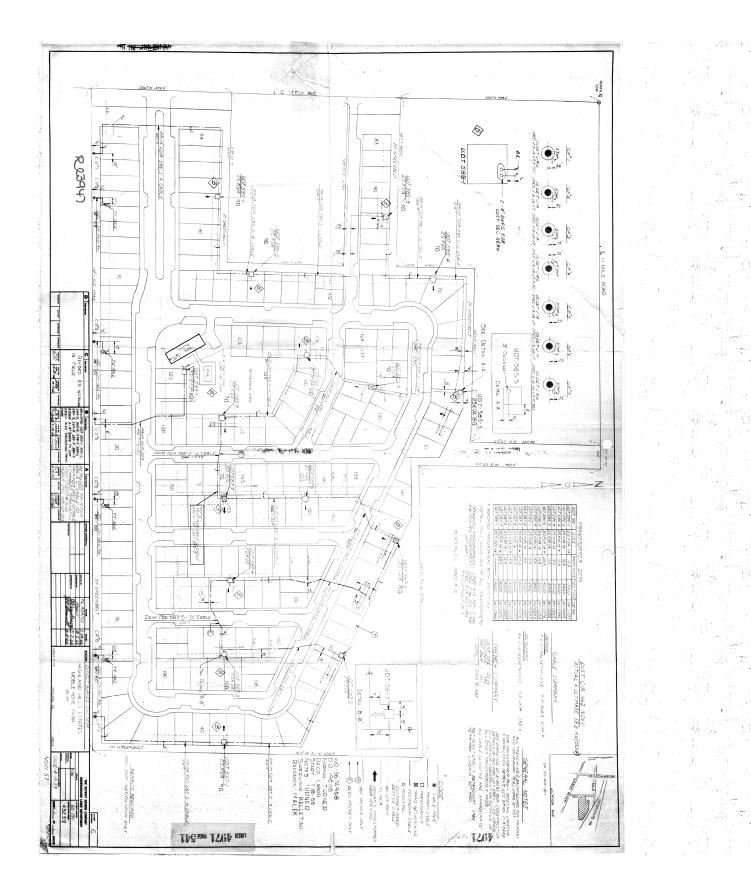
Very truly yours,

Aw. fell W/ Sell

Asst. Division Manager

ACCEPTED

APRIL 26 1966 Date:

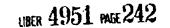


LIBER 4951 PAGE 241 Ffanklyn McDonald Kohn 1. JAMES A. ROBERISUN Lucille M. McDonald 3892 Oak Hill, Birmingham, Michigan male Norman Schmiddberg u.A handelle, 21 JAMES A, ROBERTSON WHOLK XX XX XXX AX KAX Lillian Schmideberg Address: 20551 Oldham Southfield, Michigan STATE OF MICHIGAN' SS. ) COUNTY OF OAKLAND ٦ On this 26th day of April , 1966, before me the subscriber, a Notary Public in and for said County, appeared FRANKLYN McDONALD and LUCILLE M. IJ McDONALD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act & deed. 11 ्र JAMES A. ROBERTSON ٩v My Commission Expires: Sept. 16, 1969 Notary Public, Oakland County, Michigan 3 STATE OF MICHIGAN ) SS. N ) COUNTY OF OAKLAND ) ŵ 5 25**th** day of On this June 1966, before me the subscri-SCHMIDEBERG, his wife, the foregoing instrument and acknowledged that they executed the same as their free act and deed. JAMES A. ROBERTSON My Commission Expires: Sept. 16, 1969 Oakland Notary Public, County, Michigan PREPARED BY Stephen 'A. MCNamec RETURN TO 2000 Second Avenue Detroit, Michigan, 48226

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A. L. KASAMEYER The Detroit Edison Co., pany 2000 SECOND AVENUE DETROIT, MICHIGAN 48226



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### DESCRIPTION

APPENDIX "A"

That part of the Northeast 1/4 of Section 24, Novi Township, Oakland County, Michigan, beginning at a point on the North and South 1/4 Line, due South 930.1 feet from the North 1/4 corner of said Section 24, thence South along said 1/4 line 160.0 feet, thence North 89°55' East 433.00 feet; thence North 160.0 feet; thence South 89°55' West, 433.0 feet to the point of beginning. Containing 1.59 Acres more or less. Also that part of the above said Northeast 1/4 of Section 24, beginning at a point on the North and South 1/4 line due South 1090.1 feet from the North 1/4 corner of said Section 24; thence South along said 1/4 line 196.9 feet, thence North 88°11'50" East 1704.5 feet; thence North 0°14'30" West 832.4 feet; thence South 87°55'40" West 754.6 feet; thence North 0°23'10" West 462.0 feet; thence South 87°55'40" West 60.0 feet; thence South 0°23'10" East 330.84 feet; thence due West 450.5 feet; thence due South 200.0 feet; thence due West 433.0 feet; thence due South along the 1/4 Section line 132.0 feet; thence North 89°55' East 433.0 feet; thence due South 459.1 feet; thence South 89°55' West 433.0 feet to the P.O.B. Containing 29.49 Acres more or less.

PREPARED BY: Stephen A. McNamee 2000 Second Avenue Detroit, Michigan, 48226

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REJUCTED RECET OF TAY NO.

### TRAILER-MOBILE HOME

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# LIBER 4971 PAGE 534

### AGREEMENT

, 19 66 THIS AGREEMENT, made this 26th day of April by and between FRANKLYN MCDONALD and LUCILLE M. MCDONALD, his wife, whose address is 3892 Oak, Birmingham, Michigan, hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

#### WITNESSETH:

WHEREAS, DEVELOPER is developing a mobile home park to be known as "Highland Hills Mobile Home Park" on land in the Township of Novi County of Oakland \_\_\_\_, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER has submitted the plan of said mobile home park to EDISON and BELL and desires that EDISON and BELL install their lines underground, except necessary cable pole(s) for communications, and single phase, 120/240 volt, three wire, 60 cycle service to serve said mobile home park in easements six feet in width identified on The Detroit Edison Company Drawing No. 002-4-1539 but the location of which shall be shown on revised drawing "as installed" which shall be attached hereto and made a part hereof subsequent to installation and prior to recording.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

#### **DEVELOPER AGREES:**

1. To furnish joint rights-of-way satisfactory in form to EDISON and BELL for the installation of their underground lines for the transmission and distribution of their electric and communication facilities.

RECORDED RIGHT

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AVA 2. To grade said rights-of-way to finished grade in accordance with g local governmental regulations prior to installation of underground lines so that is G utility facilities can be properly installed in relation to finished grade. The -276 grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.

3. To place survey stakes before and after trenching to properly indicate perimeter property lines, trailer lots, and the route of EDISON and BELL's distribution lines. Mar Jup. LE . 4.00 Row of , H grit ma will Moiole Name Part 11.00

# LIBER 4971 PAGE 535

4. Sewer, water, gas and petroleum lines may cross EDISON and BELL lines but may <u>not</u> be installed in the trenches jointly used by EDISON and BELL for their respective electric and communication facilities.

5. To remove, at DEVELOPER's expense, all trees, shrubbery, roots or obstructions which may be necessary or required for installation of electric and make provision for communication lines in the trenches provided to the utilities, and to/trench and backfill for joint use facilities and EDISON's facilities at DEVELOPER's expense in accordance with separate letter agreement between EDISON and DEVELOPER. Location of trenches in the above described property to be in accordance with the drawings of the utilities. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

6. To pay all extra costs incurred by utilities if paving is done before cables or conduits are emplaced.

7. To furnish, own, install and maintain, at DEVELOPER's expense, all lines for the distribution of electricity from EDISON's transformer(s) or secondary service pedestal(s) to the location of each \_\_\_\_\_\_lot.

8. To own, furnish, install, and maintain on each <u>mobile home</u> lot a 120/240 volt meter pedestal of a type approved by EDISON, and

To provide adequate cabinet space on said pedestal for a terminating facility of a type and at a location approved by BELL.

9. Notwithstanding the fact that the DEVELOPER is the owner of certain of the facilities required for the furnishing of electricity to the occupants of each mobile home \_\_\_\_\_\_lot, the DEVELOPER further covenants and agrees that EDISON may at all times and without interference, use the facilities of said DEVELOPER for the purpose of furnishing electricity to the occupants of each mobile home \_\_\_\_\_\_lot.

10. To prevent shrubs or foliage growing within five (5') feet of the front door of transformer(s) and within five (5') feet of EDISON's secondary service pedestals.

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11. DEVELOPER warrants to EDISON and BELL that the use of the premises for a <u>mobile home park</u> is a lawful use of said land and shall not be in violation of any statute, ordinance, rule or regulation of any governmental agency having jurisdiction. In the event that DEVELOPER is prohibited from using said mobile home park \_\_\_\_\_\_ by any governmental authority having jurisdiction.

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# LIBER 4971 PAGE 536

In the event that DEVELOPER is prohibited from using said <u>mobile home park</u> by any governmental authority having jurisdiction, DEVELOPER covenants and agrees to reimburse EDISON and BELL for all loss and damage caused by reason of the installations and removal of their facilities installed pursuant to this Agreement. Reimbursement to EDISON or BELL therefor shall be made by DEVELOPER forthwith upon receipt from EDISON or BELL of a statement therefor.

12. It is expressly understood and agreed that in the event of the failure of DEVELOPER to perform each and every obligation imposed hereby, EDISON or BELL shall not be required to furnish said <u>mobile home park</u> with electric or communication services and may, without liability on their part, or either of them, terminate this Agreement as to their individual service.

#### II.

#### UTILITIES AGREE:

1. EDISON shall own, furnish, install and maintain, at its own expense, the transformer(s), secondary service pedestal(s), switching equipment, sweeps for customer service cables from the transformer(s) or secondary service pedestal(s), high voltage primary cables, EDISON's secondary cables located between the transformer(s) and EDISON's secondary service pedestal(s), meter enclosures for DEVELOPER's meter pedestals, and any conduit deemed necessary therefor by EDISON and located in said mobile home park

2. EDISON shall meter and bill each <u>mobile home lot</u> occupant individually, except for lots used for transient occupancy which are separately metered and shall be billed to DEVELOPER at the standard rates established by the Michigan Public Service Commission.

3. BELL will furnish, install, own and maintain, at its own expense, (except costs and expenses set forth above), its communication facilities installed in the land described herein.

This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals this <u>26th</u> day of <u>April</u>, 19<u>66</u>.

DE FORM LE 9 3-66

LIBER 4971 PAGE 537 In the Presence of Franklyn )onald us A. Nobu JAMES A. ROBERTSON Lucille M. McDonald THE DETROIT EDISON COMPANY, a New York corporation By: M. PÉASE 81 VICE PRESIDENT IRENE C. KA LIĽLIAN J. H CARROLL CRETÄRY MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation E Ë r By: VICE PRESIDENT B Hunt NAL MAN F ÷  $\mathcal{C}$ By : SECRETARY Jack Manery A4 τø FORM APPROVED AS Ta STATE OF MICHIGAN ) ίí ATTOR! MICHIGAN BELL TELEPHONE CO. SS. ) COUNTY OF OAKLAND ) , 1966, before me the subscriber, On this 26th day of April a Notary Public in and for said County, appeared FRANKLYN McDONALD and LUCILLE M. McDONALD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act & deed. no ll JAMES A. ROBERTSON Oakland Cour L County, Michigan Notary Public 31. . My Commission Expires: Sept. 16, 1969 FICCILL RIGHT OF WAY NO. 23447

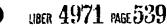
DE FORM LE 9 3-66

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|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | $\bullet \text{ Liber } 4971 \text{ page } 538 \bullet$                                                                                                                                                             |
|     | ) SS.<br>COUNTY OF WAYNE )                                                                                                                                                                                          |
|     | On this 19th day of July, 1966 , before me the subs                                                                                                                                                                 |
|     | ber, a Notary Public in and for said County, appeared <u>M. Pease</u>                                                                                                                                               |
|     | and Lillian J. H. Carroll , to me personally known, who being by me du                                                                                                                                              |
|     | sworn did say they are #M#_a Vice Presidentand_an Assistant Secretary                                                                                                                                               |
|     | of THE DETROIT EDISON COMPANY, a New York corporation, and that the seal affixed to                                                                                                                                 |
|     | said instrument is the corporate seal of said corporation, and that said instrument                                                                                                                                 |
|     | was signed in behalf of said corporation, by authority of its Board of Directors, an                                                                                                                                |
|     | M. Pease and Lillian J. H. Carrolly                                                                                                                                                                                 |
|     | acknowledged said instrument to be the free act and deed of said corporation                                                                                                                                        |
|     | June C Prime ??                                                                                                                                                                                                     |
|     | IRENE C. KATA                                                                                                                                                                                                       |
|     | My Commission Expires: July 9, 1968                                                                                                                                                                                 |
|     |                                                                                                                                                                                                                     |
|     | STATE OF MICHIGAN )                                                                                                                                                                                                 |
|     | COUNTY OF Wayne )                                                                                                                                                                                                   |
|     |                                                                                                                                                                                                                     |
|     |                                                                                                                                                                                                                     |
|     | m n (1) he have been all here whe have been all                                                                                                                                                                     |
|     | Vice President &                                                                                                                                                                                                    |
|     | sworn did say they are the <u>General Manager</u> and <u>Secretary</u><br>of MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, and that the seal affixe                                                      |
|     |                                                                                                                                                                                                                     |
|     | to said instrument is the corporate seal of said corporation, and that said instrume                                                                                                                                |
|     | was signed in behalf of said corporation, by authority of its Board of Directors, ar                                                                                                                                |
|     | F. B. Hunt and F. B. Allen                                                                                                                                                                                          |
|     | acknowledged said instrument to be the free act and deed of said corporation.                                                                                                                                       |
|     | Eleanor L. Johnson                                                                                                                                                                                                  |
|     | Notary Public, Wayne County, Mich:                                                                                                                                                                                  |
|     | My Commission Expires: May 15, 1967                                                                                                                                                                                 |
|     | My Commission Expires: May 15, 1967<br>PREPARED BY: Stephen A. McNamee<br>2000 Second Avenue<br>Detroit, Michigan, 48226<br>RETURN TO: HAROLD J. PINALES<br>2000 SECOND AVENUE - RM. 226<br>DETROIT, MICHIGAN 48226 |
| т   | PREPARED BY: Stephen A. McNamee RETURN TO: HAROLD J. PINALES                                                                                                                                                        |
| L   | 2000 Second Avenue                                                                                                                                                                                                  |
|     | Detroit, Michigan, 48226                                                                                                                                                                                            |
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EXECUTED IN DUPLICATE

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### DESCRIPTION

APPENDIX "A"

That part of the Northéast 1/4 of Section 24, Novi Township, Oakland County, Michigan, beginning at a point on the North and South 1/4 line, due South 930.1 feet from the North 1/4 corner of said Section 24, thence South along said 1/4 line 160.0 feet; thence North 89°55' East 433.00 feet; thence North 160.0 feet; thence South 89°55' West 433.0 feet to the point of beginning. Containing 1.59 Acres more or less. Also that part of the above said Northeast 1/4 of Section 24, beginning at a point on the North and South 1/4 Line due South 1090.1 feet from the North 1/4 corner of said Section 24; thence South along said 1/4 line 196.9 feet; thence North 88°11'50" East 1704.5 feet; thence North 0° 14'30" West 832.4 feet; thence South 87°55'40" West 754.6 feet; thence North 0°23'10" West 462.0 feet; thence South 87°55'40" West 60.0 feet; thence South 0°23'10" East 330.84 feet; thence due West 450.5 feet; thence due South 200.0 feet; thence due West 433.0 feet; thence due South along the 1/4 Section line 132.0 feet; thence North 89°55' East 433.0 feet; thence due South 459.1 feet; thence South 89°55' West 433.0 feet to the P.O.B. Containing 29.49 Acres more or less.

PREPARED BY: Stephen A. McNamee 2000 Second Avenue Detroit, Michigan, 48226 RETURN TO: HADD'D J. PINALES COND AVENUE - RM. 226 DEMONT A CONDAN 48226