

LIBE

LIBER 1739 PAGE 330

H.R. & APARTMENTS

Re-recorded to indicate lot number omitted in original description.

LIBER 1734 PAGE 418

786757

EASEMENT - RESTRICTIONS - COVENANTS

783651

IN CONSIDERATION, of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, their licensees, lessees, successors and assigns, to construct line facilities for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), and switching equipment

in, under, over, upon and across easement(s) six feet wide, the centerline(s) of which (is)(are) identified on The Detroit Edison Company Drawing(s) No. U2-4-1484 Rev. A ^{20/2/8/66} which (is)(are) attached hereto and made a part hereof. Said easement(s) (is)(are) located in land in the City of St. Clair Shores, County of Macomb, State of Michigan, described in Appendix "A", which is attached hereto and made a part hereof.

1. ~~IN ADDITION, EDISON shall have the right and easement to place lines in buildings and conduct provided by the undersigned together with the right and easement to place transformers, switching equipment, meters, primary connection boxes and other equipment in buildings in accordance with Detroit Edison Company (D.E.C.) Drawing No. U2-4-1484 Rev. A which is attached hereto and made a part hereof.~~

2. It is understood and agreed that the title to all primary cables, switching equipment, transformers, meters, meter enclosures and ~~primary connection boxes~~ cable poles and secondary service cables of EDISON situated in or on premises of the undersigned shall at all times remain in EDISON and shall be deemed to be personal property and shall not be deemed a part of the realty.

The grantees, 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 their lines, switching equipment, cables, telephone terminals, transformer(s), meters and other equipment.

RECORDED IN MACOMB COUNTY
RECORD # 11:400
MAR 11 1966
Carmen Ruiz
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

1 -
Harold J. Pinales
2000 Second Ave
Dec 26

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 235712

6

RESTRICTIONS

No excavations (except for public utility purposes), no structures, apparatus of any kind (except line fences), or changes of finished grade shall be allowed within the utility easement(s) hereinabove described. Except as provided herein, the owner shall have the right to make any other use of the land subject to such easement(s) which is not inconsistent with the right of the utilities; provided, however, that the owner shall not plant trees or large shrubs within the said utility easement(s). The public utilities shall have the right to trim or remove any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with the facilities thereto, or is necessary for the installation, re-installation, repair, operation, modification, or removal of their facilities in the utility easement(s) hereinabove described. The trimming or removal of such trees, bushes, roots or plants of any kind, by a public utility for the purposes set forth above shall be without liability to the utility.

No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), ~~and no shrubs or foliage shall be permitted within five (5') feet of service connections~~

~~The original or subsequent owners shall own, install, maintain and replace, at their own expense, the single phase electric service conductors lying between the premises of EDISON and meters of EDISON located on said building~~

~~The installation of said electric service conductors shall comply and conform to the National Electric Code and to the Specifications of the Detroit Edison Company.~~

No property owner shall make any change in grade in or near the easement(s) when the change, in the opinion of the utility, interferes with the facilities already installed or which may be installed in the future.

The foregoing easements, restrictions, and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned.

Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

RECORDED IN MACOMB COUNTY
RECORDS AT: 7:57 PM
FEB 21 1966

Caron Burr

REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 23577

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Re-recorded to indicate lot number omitted in original description. AGREEMENT

786756
759032

THIS AGREEMENT, made this 24th day of September, 1965, by and between IRVING STOLLMAN and ETHEL STOLLMAN, his wife of 10741 West Six Mile Road, Detroit, 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".

WHEREAS, DEVELOPER is developing land for apartments to be known as St. Clair Shores Apartments in the City of St. Clair Shores, County of Macomb, State of Michigan; said land being described in "Appendix A", which is attached hereto and made a part hereof.

AND, WHEREAS, DEVELOPER has submitted the plan of said apartments to EDISON and desires that EDISON install its electric distribution lines for electric underground single phase, 120/240 volt, three wire, 60 cycle service in the easement(s) provided in said land.

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

Responsibility of DEVELOPER

1. Record prior to utility installations a separate instrument granting (a) private easement(s) for public utilities and restrictions acceptable to EDISON and Michigan Bell Telephone Company for the underground service.
2. DEVELOPER shall grade easements to finished grade prior to installation of underground lines so that electrical distribution service can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easement(s) shall be considered finished grade.
3. Survey stakes indicating property lines and building plot lines must be properly emplaced before and after trenching to enable EDISON to locate its underground lines, transformer(s) and equipment.
4. Install sanitary sewers prior to installation of electric underground lines. Sewer lines may cross but may not be installed within the easements used for electric and telephone lines.

RECORDED RIGHT OF WAY NO. 23577

RECORDED IN MACOMB COUNTY RECORDS AT: 11:40 AM MAR 11 1966

RECORDED IN MACOMB COUNTY RECORDS AT: 12:32 PM OCT - 7 1965

Caron Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Caron Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Lake Twp.

See 17; Caron's Plat # 9, Lot 15

(See also...)

5. All trenching, backfilling and removal of trees, shrubbery or obstructions required for installation of electric lines in the easement(s) provided to EDISON shall be done at the expense of DEVELOPER, according to a prior agreement evidenced by a letter between the parties hereto dated September 13, 1965.

~~Location of the trenches to the easement(s) and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rocks and cinders of hard or frozen soil and shall not contain any material which can damage any laid lines.~~
DEVELOPER will pay all extra costs incurred by EDISON if paving is done before cable or conduit crossings are in place.

6. The DEVELOPER hereby agrees that if subsequent to the installation of the lines, conduit(s), transformer(s), ~~secondary service pedestals~~ and equipment by EDISON, EDISON is required to repair, remove, rearrange, or relocate any of the above described facilities to conform to a new plot plan or change of grade made by the DEVELOPER or for any cause or changes attributable to the DEVELOPER's action or request or the action or request of DEVELOPER's heirs, administrators, executors, successors or assigns, the cost of removing, repairing, rearranging or relocating EDISON's facilities shall be paid forthwith to EDISON by the DEVELOPER, or their heirs, administrators, executors, successors or assigns upon receiving a statement therefor.

7. Where electric service conductors to apartment buildings are to be furnished and installed by DEVELOPER, they shall consist of three service conductors, type USE, in compliance with the National Electrical Code, at least 1/0 copper in size, or 2/0 aluminum in size of a type suitable for direct burial and installed underground.

Responsibility of EDISON

1. Upon completion of the above requirements necessary for the installation of underground electric distribution service, EDISON will furnish, install, own and maintain, at its own expense, the transformer(s), ~~secondary service pedestals~~, meters, high voltage primary cables, and any necessary cable ducts for said cables, ~~and~~ the switching equipment, cable poles, secondary service cables and equipment

located in the above described lands. Provided, however, should the above described

RECORDED RIGHT OF WAY NO. 23574

installations of EDISON be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON by DEVELOPER or their successors or assigns upon receiving a statement therefor.

2. EDISON will meter and bill each tenant individually at the standard rate established by the Michigan Public Service Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY,
a New York corporation

Lillian J. H. Carroll
LILLIAN J. H. CARROLL

By: M. Pease
M. PEASE
VICE PRESIDENT

Irene C. Kata
IRENE C. KATA

By: H. E. Blachford
H. E. BLACHFORD ASST. SECRETARY

Sidney Baum
Sidney Baum

By: Irving Stollman
Irving Stollman

Elizabeth Kerkes
Elizabeth Kerkes

By: Ethel Stollman
Ethel Stollman

Description
Lot 15

"APPENDIX A"

Assessor's Plat #9 a part of Fractional Section 27,
Town 1 North, Range 13 East, Village of St. Clair Shores,
Macomb County, Michigan, recorded in Liber 14, Page 40, of
Plats, Macomb County Records.

Prepared By: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan, 48226

RECORDED
235-117

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 29th day of September, 1965, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and H. E. Blachford, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and 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, and M. Pease and H. E. Blachford acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission expires: July 9, 1968

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 24th day of September, A.D. 1965, before me, the subscriber, a Notary Public in and for said County, personally appeared IRVING STOLLMAN and ETHEL STOLLMAN, 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 Kerkes
Elizabeth Kerkes
Notary Public, Wayne County, Michigan

My Commission expires: April 12, 1966.

Return to: Harold J. Sevala
2000 Secor L. Ave., Rm 206
Detroit 26, Michigan

235717

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

TO C. J. Bartholomew - 646 G. O.

DATE 9-29-65

TIME _____

Re: Underground Service - St. Clair Shores Apartments - City of St. Clair Shores
Macomb County, Michigan

The developer has executed the Underground Electric Service Agreement and

Easement-Restrictions-Covenants for the above project. It is now in order to proceed

with construction. Note to A.W. Beck: The developer has agreed to pay trenching costs
of \$1,237.50. This amount should be billed in accordance with the attached letter.

COPIES TO I. A. Barysh - 1901 Second - Rm. 184

SIGNED _____

W. Stone - 637 G. O.

REPORT L. T. Shively - 714 G. O.

H. W. Priests - 728 G. O.

A. W. Beck - Sales - MR. Clemens

File

Stephen A. [Signature]

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED
RIGHT OF
PAY NO. 23577

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

September 13, 1965

Irving Stollman and Ethel Stollman
10741 West Six Mile Road
Detroit, Michigan

Re: St. Clair Shores Apartments

Dear Mr. and Mrs. Stollman:

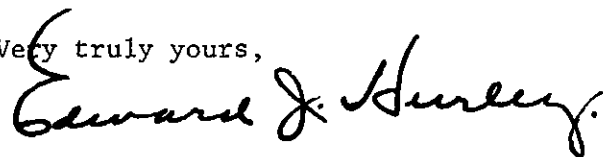
Subject to our agreement with you for underground electric service for the above project, The Detroit Edison Company will provide the trenching and installation of electric cables therein, and provide future maintenance for said cables at a cost to you of \$1.50 per trench foot.

The future maintenance of these electric lines does not include repair of damage to electric cables caused by you, your contractors, agents, employes, successors or assigns. If such damage should occur, we would expect reimbursement for repairs.

Your estimated cost will be \$1,237.50 based on an estimated 825 feet of trenching. This trenching is to provide for all primary and secondary electric service lines outside of the apartment buildings.

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

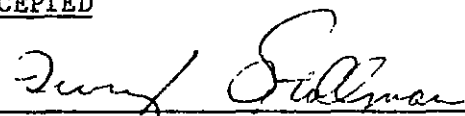
Very truly yours,

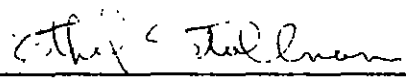


Edward J. Hurley
Director of Residential and Rural Sales

EWB:apm

ACCEPTED


Irving Stollman


Ethel Stollman

Date: Sept 22, 1965

RECORDED INDEXED ON FILE NO. 23544

Auer Mortgage Company

23880 WOODWARD AVENUE
PLEASANT RIDGE, MICHIGAN 48069

TELEPHONES 584-5150 - 543-9620

AREA CODE 313

February 21, 1967
I. W. GAMBLE

[Signature]
FEB 23 1967

RECEIVED

Mr. I. W. Gamble
Supervisor of Rights of Way
Properties and Rights of Way Department
The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan

Re: AMC Loan No. 4463
Irving Stollman and Ethel Stollman, his wife
24450-70 Little Mack Avenue
St. Clair Shores, Michigan

Dear Mr. Gamble:

In response to your letter of February 16, 1967, please be advised that we are no longer mortgagee on the above captioned property. Our mortgage was discharged March 10, 1966, and further investigation of the county records will indicate that the present mortgagee is:

United Insurance Company of America
One East Wacker Drive
Chicago, Illinois 60601
(Loan No. 5375)

Therefore, we are powerless to grant such Subordination of Mortgage Lien and The Detroit Edison Company must look to the present mortgagee.

Yours very truly,

AUER MORTGAGE COMPANY

[Signature]
Stephen A. Crane
Vice President and General Counsel

SAC:rm

S. McNAMEE
226 GO.

RECORDED RIGHT OF WAY NO. 25011

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226