SUP SUPPLEMENTAL INPUT SHEET

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RIGHT OF WAY FILE #			
RZ4096			
GRANTOR NAME			
STREET ADDRESS	<u> </u>		
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CITY/TOWN		ZIP CODE	
EASEMENT DESCRIPTION	AGREEMENT DATE	AGREEMENT TYP	
LIBER#	PAGE#	R P DRAWING R/W #	<u> </u>
PVT CL# SECTION	QUARTER SECTION 3	QUARTER SECTION 2	QUARTER SECTION 1
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RECORDED LEGAL OF ALCOHOLOGICAL

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT MICHIGAN 48226

April 14, 1967

to in Bongack

Federal Housing Administration 1249 Washington Boulevard Detroit, Michigan, 48226

Advance Mortgage Company Sth Floor First National Building Detroit, Michigan, 48226

Mr. Joseph Dresner Highland Construction Company 18620 West Ten Mile Road Southfield, Michigan

Re: Coral Ridge Apartments Part of Lot 136, Supervisor's Plat 24,
Village of Rochester, plat recorded in
Liber 34 of Plats, Page 49, Cakland
County Records.

Gentlemen:

This letter is intended to clarify The Detroit Edison Company's position regarding the use of easements and the installation of its lines in the above described apartment project. For your information, we are enclosing a copy of the Easement Grant and Declaration of Restrictions dated November 30, 1966, with attached Drawing No. CU2-4-1748, latest Revision "A"; a copy of Agreement made November 29, 1966, between Coral Ridge Apartments, a Michigan Co-partnership, and The Detroit Edison Company and Michigan Bell Telephone Company, and a copy of a letter dated November 21, 1966, in regard to trenching in the above project which was accepted on November 29, 1966.

Any parking surfaces or parkways on the above described premises which may be disturbed by The Detroit Edison Company pursuant to its exercising its rights to maintain its lines in said project shall be restored as near as may be and as soon as practicable following the completion of any construction, reconstruction, repair, modification, operation or maintenance of its facilities installed therein. Subject, however, to the provisions for payment of damages and costs contained in the letter dated November 21, 1966, above described, and payment for damages and costs contained in provisions of items 5, 7 and 9 of the Agreement and in provisions of items 5, 7 and 9 of the Agreement and in provisions of items 5 and Declaration of Restrictions above described.

Very truly yours,

240.96

JAN 12 PM 12 06

24096

January 11, 1967

Coral Ridge Apartments 14395 Schaefer Detroit 27, Michigan

Re: Coral Ridge Apartments

Gentlemen:

Enclosed is a fully executed copy of the Agreement for underground electric and communication services.

This copy may be retained for your permanent records.

Very truly yours,

Donald J. Masta

DJM/bd

Enclosure ec: S. McNames

RECORDS	C.E.	. : \
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RECORDED RIGHT OF WAY NO. 24094

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DATE RETURNE	D SIGNED TIME SIGNED	

Coral Ridge Apartments 14395 Schaefer Detroit, Michigan

Re: Coral Ridge Apartments

Gentlemen:

Enclosed is a fully executed copy of the Easement Grant and Declaration of Restrictions for underground electric and communication services.

This copy may be retained for your persanent records.

Very truly yours,

Donald J. Masta

BD

DJM/bd

Enclosure

RECORDS CENTER

RECEIVED JAN 1 2 1967 TICKLER MADE CLASSIFIED RECORDED RIGHT OF WAY NO. 24094

MICHIGAN BELL TELEPHONE COMPANY

December 23, 1966

Mr. S. McNamee 2000 Second Avenue Detroit, Michigan

Dear Mr. McNamee:

Enclosed please find your fully executed copy of the Easement Grant and Declaration of Restrictions for "Coral Ridge Apartments."

Also enclosed is a copy of the letter to the Developer for your files.

Very truly yours,

Donald J. Masta

DJM/bd

Enclosure

Highland Construction Company

-2- Nov

November 21, 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.

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

Very truly yours,

Floyd W. Sell

Asst. Division Manager

loydw. Lell

ACCEPTED

Date: \\- _ \-

RECORDED RIGHT OF WAY NO. 24090

S

WAY

FASEMENT GRANT AND DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, 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 utility facilities, in, under, over, upon and across an area 6 feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU 2-4-1748 , but the location of which shall be shown on revised drawings, "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the City of Rochester, County of Oakland, State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

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

- l. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
 - 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, modifying, operating and maintaining said electric and communication facilities described above.
 - structing, reconstructing, repairing, modifying, operating and maintaining said
 electric and communication facilities described above.

 3. No excavations (except for public utility purposes), no structures,
 apparatus of any kind (except line fences), no changes of finished grade shall be
 allowed within the utility easements hereinsbove described. Except as provided herein,

easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements 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) or switching cabinet(s), nor shall shrubs or foliage be permitted within five(5') feet of service connection pedestals.
- 5. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.
- 6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.
- 7. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities interferes with the facilities already installed or which may be installed in the future.
- 8. The fore going easements, restrictions and covenants shall run with the land and shall not be subject to termination without consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.
- 9. 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.
- 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,	the	Grantor(s)	h av e	set	their	hands	and	seals	on	this
<u>30</u> de	y of	novene	ki.			,]	1966	•				

In the Presence of:	Coral Ridge Apartments 14395 Schaefer Detroit 27, Michigan A Michigan Co-Partnership
Daha C. Dif	By Irving Seligman, Partner
CLAUDIA KATES	BY Milton Dresner, Partner
	By Soseph Dresner, Partner
	By Deven Grandson Edward Rosenberg, Partner
,	,

PPROVED:

B**y:**_

Wousing Commissioner

DOCUMENT PREPARED BY:
DONALD J. MASTA
23500 NORTHWESTERN HWY.
SOUTHFIELD. MICHIGAN

STATE OF MICHIGAN SS COUNTY OF OAKDAND
On this 29th day of November , 19 66 , before me,
the subscriber, a Notary Public in and for said County, personally appeared
Irving Seligman, Milton Dresner, Joseph Dresner, Edward Rosenberg
to me known to be the person s, named in and who executed the within instrument as
vendor and acknowledged that they executed the same as Their free act and deed
for the intents and purposes therein mentioned.
My Commission expires: September 1,1970 Claudia Kayfes Notary Public Claudia Kayfes
STATE OF MICHIGAN SS
On this day of, 19, before my,
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same asfree act and deed
for the intents and purposes therein mentioned.
My Commission expires:
STATE OF MICHIGAN SS
On this day of , 19 , before me,
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same asfree act and deed
for the intents and purposes therein mentioned.
My Commission expires:
Notary Public
STATE OF MICHIGAN)SS COUNTY OF <u>CPK LPA d</u>
On this 29th day of Maventher, 1966, before me,
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same asfree act and deed
for the intents and purposes therein mentioned.

My Commission expires: Sept. 1, 1970

RECORDED RIGHT OF WAY NO. 24094

Claudia Kayfes

AG	REE	<u>EEM</u>	VΤ

	Co-Partnership		
between_	Coral Ridge Apartments, 14395 Schaefer,	Detroit 27, Michigan, a	Michigan
	THIS AGREEMENT, made this Hoday of	NOUCHBER	, 19 <u>66</u> ,

hereinafter referred to as "DFVELOPER", and THE DFTROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter referred to as "EDISON", and MICHIGAN BFLL TELFPHONF COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BFLL".

WITNESSETHE

WHEREAS, DFVFLOPFR is developed	ng apartments to b	e known as Coral Ridge
Apts., Phase I	on land in the	City of Rochester
County of Cakland , State of	Michigan, as desc	ribed in Appendix "A",
which is attached hereto and made a part	hereof, and	

whereas, DFVFLOPER desires FDISON and BELL to install their facilities for underground single phase electric service and communication services including necessary cable poles and above ground equipment.

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

I DEVELOPER AGREES:

- 1. To record prior to utility installations a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.
- 2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities 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 easements shall be considered finished grade.
- 3. To place survey stakes indicating property lines and building plot lines before and after trenching to enable the utilities to properly locate their underground facilities and above excend equipment.
- 4. To install sanitary severs prior to installation of electric underground lines. Sewer, water and gas lines may cross but may not be installed within the easements used for electric and communication lines.

- 5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BELL, and to provide for trench at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
- 6. To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.
- 7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.
- 8. At DEVELOPER's expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.
- 9. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or 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 made by DEVELOPER or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER ortheir successors and assigns upon receiving a statement therefor.

II UTILITIES AGREE:

1. Upon completion of the above requirements, to furnish, install, own and at their own expense, (except costs and expenses set forth in Paragraphs 5, 0, their electric and communication facilities in the private easements the above described lands. maintain, at their own expense, (except costs and expenses set forth in Paragraphs 5, 7, 8 and 9), their electric and communication facilities in the private easements located in the above described lands.

2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

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

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

In the Presence of: BARDANED D. ILIFAT	Coral Ridge Apartments Fy Irving/Selignan, Partner By
CLAUDIA KAYFES	By tunnel
	By By
***************************************	Edward Rosenberg, Partner
	THE DETROIT EDISON COMPANY
	THE DETROIT EDISON COMPANY By: M. PEASE VICE PRESIDENT
Stephen A. McNamee	By: Milourde
IRENE C. NATIONAL	R. J. PLOURDE SECRETARY
Barbara D'Castino	michigan bell telephone company By: All Wall
BAKBARA D'AGOSTINO	CARL T. HALL Staff Supervisor, Right of Way
Danamar Waller	(Authorized signature)

APPENDIX "A"

Part of Lot 136 of "Supervisor's Plat No. h" Village of Rochester, as recorded in Liber 3h of Plats, on Page 49, Cakland County, Records described as beginning at the S.W. corner of said Lot 136 thence N. 0° 18' 30" E. 307.37 ft. along the Easterly line of Wilcox St., thence S. 89° 45' 40" E. 356.82 ft., thence S. 0° 18' 30" W. 266.87 ft. to a point on the Northerly line of First St., thence S. 83° 46' W. 359.16 ft. along the Southerly line of Lot 136 to the point of beginning, containing 102,454 sq. ft. of land or 2.352 acres, be the same more or less.



DORIANNE WEILER

On this 3rd day of January , 19 67 , before me the subscriber,
a Notary Public in and for said County, appeared M. Pease
and R. J. Plourde , to me personally known, who being by me duly
sworn did say they are the a Vice President and the Secretary
of THE DETROIT EDISON C MPANY, 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 R. J. Plourde
acknowledged said instrument to be the free act and deed of said corporation.
My Commission expires: July 9, 1968 Notary Public, Wayne County, Mich. IRENE C. KATA
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND) On this 2/x/f day of Vicamber, 1966, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
and, to me personally known, who being by me duly
sworn did say that he is the STAFF SUPERVISOR of MICHIGAN BELL TELEPHONE
COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said
corporation, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.
My Commission expires: Commission Expires Oct. 17 1969

RECOMMEN STORE OF LVA NO. 77030

STATE OF MICHIGAN SS COUNTY OF OAKLAND
On this 29th day of November , 19 66 , before me,
the subscriber, a Notary Public in and for said County, personally appeared
Irving Seligman, Milton Dresner, Joseph Dresner, Edward Rosenberg
to me known to be the persons, named in and who executed the within instrument as
vendor and acknowledged that they executed the same as Their free act and deed
for the intents and purposes therein mentioned.
My Commission expires: September 1, 1970 Notary Public Claudia Kayfes
STATE OF MICHIGAN SS
On this, 19, before me,
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same asfree act and deed
for the intents and purposes therein mentioned.
My Commission expires:
Notary Public
STATE OF MICHIGAN COUNTY OF SS
On this
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same as free act and deed
for the intents and purposes therein mentioned.
My Commission expires:
My Commission expires: Notary Public STATE OF MICHIGAN
STATE OF MICHIGAN COUNTY OF
On thisday of, 19, before me,
the subscriber, a Notary Public in and for said County, personally appeared
to me known to be the person , named in and who executed the within instrument as
vendor and acknowledged thatexecuted the same asfree act and deed
for the intents and purposes therein mentioned.
My Commission expires: Notary Public

WHEREAS, the MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit 26, Michigan, has acquired a certain easement right of way, dated, June 19, 1967 and recorded in Liber 5062, Page 512-515, Oakland County Records, on land described as follows:
CORAL RIDGE APTS., PHASE 2
Lot 136 of "SUPERVISOR'S PLAT NO. 4", being a replat of Outlots 1 to 13 inclusive of Original Plat of Village of Rochester, T3N, R11E, Avon Township, Oakland County, Michigan, except a parcel of land described as beginning at the Southwest corner of said Lot 136, thence N. 0°18'30" E. 307.37 ft. along the east line of Wilcox Avenue, thence S. 89°45'40" E. 356.82 ft., thence S. 0°18'30" W. 266.87 ft., thence S. 83°46' W. 359.16 ft. along the North line of First Street to the point of beginning., and containing 328,510 square feet or 7.542 acres of land.
Said easement right of way being located as follows:
Within above said property, as indicated in attached drawing.
AND WHEREAS, the LAMBRECHT REALTY COMPANY is the mortgagee of a certain mortgage dated March 1, 1967 , and recorded in Liber 5001 , Page 210 , Oskland County Records, Oskland County
NOW THEREFORE, in payment of the sum of One (\$1.00) Dellar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns agrees that if said mortgage is in default and said land is sold to satisfy same, the purchaser or purchasers under such sale shall take said land subject to said easement right of way.
sold to satisfy same, the purchaser or purchasers under such sale shall take said land subject to said easement right of way. IN WITNESS WHEREOF, these presents have been executed on this 25th day of
WITNESS: DAMBRECHT REALTY COMPANY Breaton A. Bleier, Asst. Secy.
Niki Saros Brenton A. Bleier, Asst Secy. E
Sharon Ryan T. D. Edwards, Secy.
STATE OF MICHIGAN
COUNTY OF WAYNE
ON THIS 25th day of August , 19 67, before me, the subscriber, a Notary Public in and for said County, appeared Property A. Plaint and E. P. C.
and to me personally known, who being by me

severally duly sworn, did say that they are respectively Asst

authority of its Board of Directors and the said renton A.

T. D. Edwards

acknowledged the said act and deed of the said Lambrecht Realty Company

and of Lambrecht Realty Company a corporation created and existing under the laws of the State of

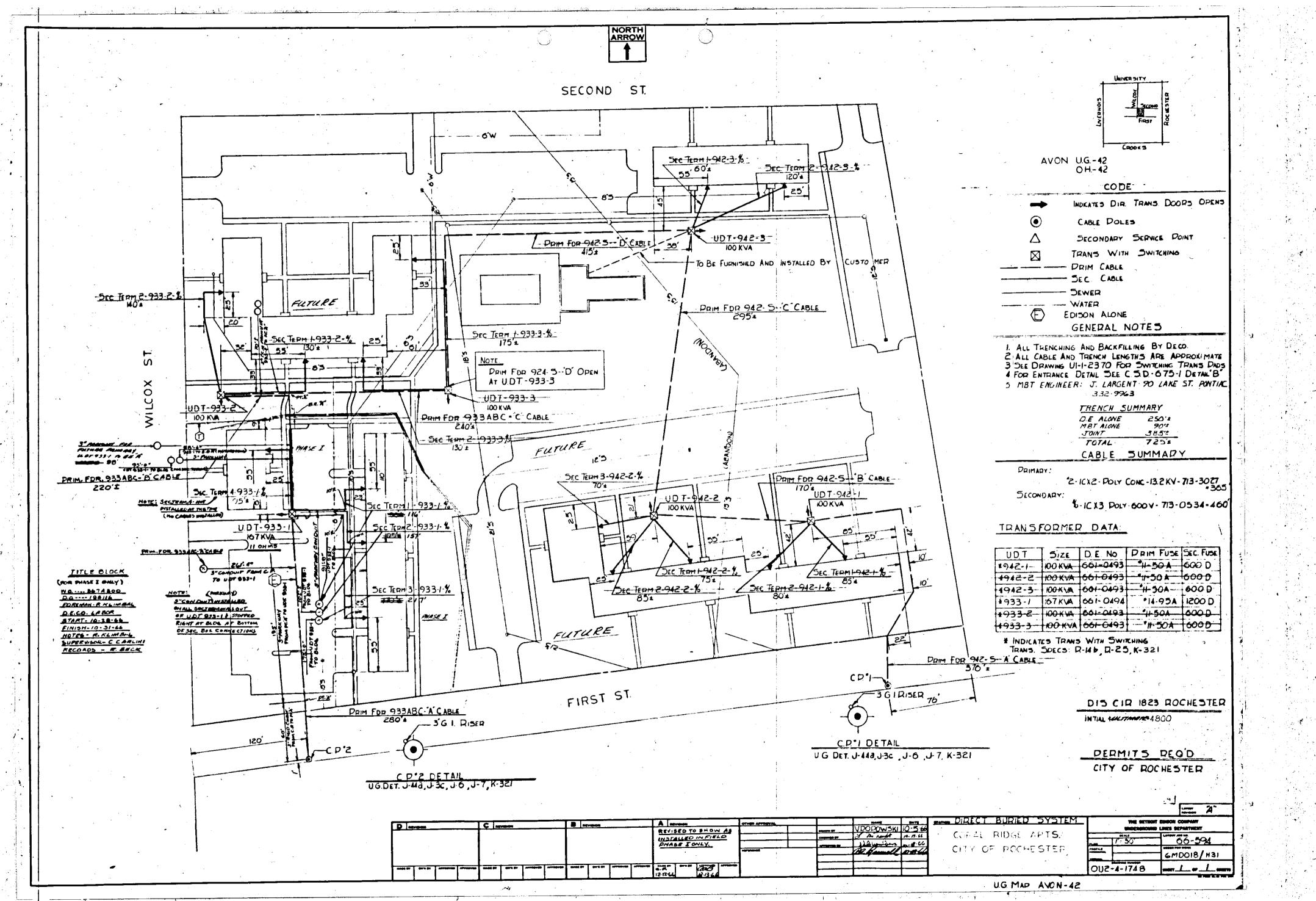
and that the said instrument was signed and sealed in behalf of said corporation by

Notary Public Notary Public Via, no County, Mich. My Commission Expires May 17, 1971 County

instrument to be the free

Rec L. 5085 P819

My Commission expires:



RECORDS CENTER

RECEIVED TICKLER MADE CLASSIFIED