

10011918 ms 521

Name of Project:

805283

APARTMENTS

## EASEMENT GRANT and DECLARATION OF RESTRICTIONS

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Andover Reights Condominum Abts.

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. MU2-4-1641 , 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 Township of Sterling , County of Macomb State of Michigan, described in Appendix "A" which is attached hereto and made a part hercof.

These covenants 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, 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, repairing, modifying, operating and maintaining said electric and communication facilities described above.
- 3. No excavations (except for public utility purposes), no structures opportates of any kind (except line fences), no changes of finished grade shall be allowed within the utility ensements haveinabove described. Except as provided herein,

STAIS FASEMENT IS RE-RECORDED TO SHOW STEP II OF THE "AS INSTALLED" DRAWING.

RECORDED IN MICCIAE COUNTY RECORDED IN ARCOND IN ARCOND

RE-RECORDED Thro Time See Appendix A

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APARTMENTS

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- 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 hereinabove described. Except as provided herein,

WTHIS FASFMENT IS RE-RECORDED TO SHOW STEP II OF THE "AS INSTALLED" DRAWING.

CROSCORDED IN MICONE SERVICE IN LANGUAGE I

RE-RECORDED
THRO TIME SEE APPENDIX

DEGISTER OF DEEPS

- 1 -

# 100K 2015 PAGE 832

# UBER 1918 MEE 522

the Grantorsshall have the right to make any other use of the land subject to such 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 casements. 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 casements 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 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, 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) have set their hands and seals on this

RECOMED OF THEODER COUNTY PSS775 M. 11:550 11.

WOOHDED RIGHT OF WAY NO.

Jan 2024 or 389

000K2015 PAGE 833

# USSR 1918 PAGE 523

In the Presence of:

Legion Homes, Inc. 16521 Wyoming Detroit, Michigan

Barbara Coleman By: Manuel Dembs, P

Eleanor Gaiser

STATE OF MICHIGAN )
SS
COUNTY OF LACTOR )

My Commission expires: September 27, 1970

Notary Public

BARBARA COLEMAN

RECURDED RIGHT OF VALUE

BOOK 2015 PAGE 834

VDUENDIX "V"

URSR 1018 PAGE 524

Commencing at a point 460.0 ft. East of the Southwest corner of Section 10, T2N, B12N, Sterling Twp., Maconb County, thence entending N. 0° 05° 20° W. 60.0 ft., thence St. 160.0 ft. The Jasterly Right of Way of the M.53 Mighway relocation; thence along said Right of Way line the following courses and distances N. 11° 22° 10° E. 503.32 ft., N. 14° 17° 31° N. 388.9° ft. and N. 23° 08° 23° B. 333.0° ft.; thence S. 1° 03° 45° W. 1290.66 ft.; thence W. 860.0 ft. along the South Line of Section 10 to the point of beginning and containing 24.582 across

COORMENT PROPARED DM DOMALD JL MYS A 23000 NOCTHAN SCENA PAW CONTRESS D. MICHICAN

THIS INSTRUMENT IS RE-RECORDED FOR THE THIRD TIME TO CORRECT A MEASUREMENT SUMMIN Z PREVIOUS RECORDINGS

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OF THE PEGISTER OF DESCRIPTION

RECORDED RIGHT OF WAY NO. 2432

APPENDIX "A"

HEGR 1918 PAGE 524

Commencing at a point #60.0 ft. East of the Southwest corner w. 100.0%, of Section 10, T2N, R12E, Sterling Twp., Macomb County, thence extending N. 0° 05° 20° W. 60.0 ft., thence St. 100.0 ft. to the Easterly Right of Way of the M-53 Wighway relocation; thence along said Right of Way line the following courses and distances N. 11° 22° 10° E. 503.32 ft., N. 14° 17° 31° W. 388.94 ft. and N. 23° 03° 23° E. 388.94 ft.; thence leaving said Right of Way line N. 89° 47° E. 637.80 ft. thence S. 1° 08° 45° W. 1290.66 ft.; thence W. 850.0 ft. along the South line of Section 10 to the point of beginning and containing 24.582 acres.

COCHMENT PREPARED BY DONALD J. MASEA 25500 NORTHALS, ETA 1974 POUTHERE D. MICHIGAN THE INSTRUMENT IS RE-RECORDED
FOR THE THED TIME TO CORRECT
A MEASUREMENT SCHOOL IN Z.
PREVIOUS RECORDINGS

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	AGREEMENT THIS AGREEMENT, made this 24 thay of March, 1967,
	THIS AGREEMENT, made this Tuday of 11000
between	Legion Homes, Inc., a Michigan Corporation, 16521 Myoming, Detroit,
Michig	<u> </u>
hereinaft	er referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York
corporati	on, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinaft

nereinalter referred to as "DEVELOPER", and 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".

# WITNESSETH?

WHEREAS, DEVELOPER is developi	ng apartments to be known as <u>Andover Heights</u>
Condominum Apartments 9	on land in the Township of Sterling
County of Macomb , State of	Michigan, as described in Appendix "A",
which is attached hereto and made a part	hereof, and

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

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 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 ground equipment.
- it. To install sanitary sewers 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 DEVELOPFR'S expense all trees, shrubbery or obstruction which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BILL, and to provide for trench at DEVELOPIR'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 FDISON 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 may all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place. 8. At DIVELOPER'S expense, as and wherever required by BILL, to place conduit within the land described in Appendix "A" for telephone facilities. 9. DFVELOPFR further agrees that if subsequent to the installation of the utility's facilities by EDISON or BFLL, 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 therefore. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or its successors or assigns and which EDISCN will maintain, are damaged by acts of negligence on the part of the DEVFLOPIR, or by contractors engaged by DEVELOPER of its successors of assigns, repairs shall be made by the utilities named herein at the cost  $ar{\mathbb{B}}$ and expense of DEVELOPER or its successors and assigns and shall be paid forthwith S to EDISON or BELL by DFVTICPTR or its successors and assigns upon receiving a statement therefore, ETILITIES AGREE: II1. Upon completion of the above requirements, to furnish, install, own and 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. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DfVELOPER contractors or assigns, repairs shall be made at the cost and expense of the - 2 -

DEVFLOPER or **its** successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or **its** successors or assigns upon receiving a statement therefore.

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, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

DURIANNE WELLER

Legion Homes, Inc.

Banbara Coleman	By: Manuel Dembs, President
E Seanor Laiser	
Eleanor Gaiser	THE DETROIT EDISON COMPANY
Alephan Am Slame	By: CulEase
Stephen A. McNamee  Lucas ( Lata	M. PEASE VICE PRESIDENT CALVE-C
IRENE C. KATA	LILLIAN J. H. CHRROLL ASST. SECRET
Bakaia D'OGESTINO	MICHIGAN BELL TELEPHONE COMPANY By:
DOMERNET D'MADSTINO	CARL T. HALL Staff Supervisor, Right of Way (Authorized signature)

### APPENDIX "A"

Commencing at a point 460.0 ft. East of the Southwest corner of Section 10, T2N, R12E, Sterling Twp., Nacomb County, thence extending N. 0° 05° 30" U. 60.0 ft., thence S. 100.0 ft. to the Basterly Right of Way of the M-53 Highway relocation; thence along said Right of Way line the following courses and distances N. 11° 22° 10" E. 503.32 ft., N. 14° 17' 31" E. 388.94 ft. and N. 23° 08' 23" E. 388.94 ft.; thence leaving said Right of Way line N. 89° 47' S. 637.80 ft. thence S. 1° 08' 45" W. 1290.66 ft.; thence W. 860.0 ft. along the South line of Section 10 to the point of beginning and containing 24.582 acres.

sworn did	say that	he is the			•			L TELEPHONE
a-				, to me	personally	known, w	ho being	by me duly
a Notary P	oblic in	and for sa	id County,	appeared	CARL T. H	ALL		
	On this	39.EL	_day of 🛚 🔟	Barok	, 19 <u>67</u>	, befor	re me the	subscriber,
COUNTY OF	OAKLAND	) SS.						

acknowledged said instrument to be the free act and deed of said corporation.

Frances J. Michaels, Notary Publician Public.

County, Michaels

COMPANY, a Michigan corporation, and that said instrument was signed in behalf of said

corporation, by authority of its Board of Directors, and CARLY HALL

Cakland County, Michigan
My Commission expires: Commission Expires Oct. 17 1969

STATE OF HICHIGAN SS

STATE OF MICHIGAN

On this 24th day of March . 1967, before me appeared MANUEL DEMBS, to me personally known, who being by me duly sworn, did say that he is PRESIDENT of LEGION HOMES, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said MANUEL DEMBS acknowledged the said instrument to be the free act and deed of the said LEGION HOMES, INC.

My Commission expires: Suptember 29,1970

Notary Public

... JOKDID RIGHT OF WAY NO. 2431

APARTMENTS

Andover Heights Condominum Apts

EASEMENT 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

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Edison Company Drawing No. MU2-4-1641 , 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 ease
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These covenants are granted subject to the following conditions and restriction

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- 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 hereinabove described. Except as provided herein,

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- 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.
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- 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.

AWR 50

NO. 24318

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this

In the Presence of:

Eleanor Gaiser

Legion Homes, Inc. 16521 Wyoming Detroit, Michigan

Bullion Claman	 ,	By: Nanue	<u></u>	٠.
Bankary Corporate		llanue	el Dembs,	
Eleanor Haiser		, ,		

STATE	OF	MICHIGAN	· )
		:	SS
COUNTY	O	Wayne_	).

appeared MANUEL DEMBS, to me personally known, who being by me duly sworn, did say that he is PRESIDENT of LEGION HOMES, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said MANUEL DEMBS acknowledged the said instrument to be the free act and deed of the said LEGION HOMES, INC.

My Commission expires: September 29, 1970 Notary Public

RECONDED REGREE OF THE NO.

# RECORDED RIGHT OF WAY NO. 243

### APPENDIX "A"

Commencing at a point 460.0 ft. East of the Southwest corner of Section 10, T2N, R12E, Sterling Twp., Macomb County, thence extending N. 0° 05' 30" W. 60.0 ft., thence S. 100.0 ft. to the Easterly Right of Way of the M-53 Highway relocation; thence along said Right of Way line the following courses and distances N. 11° 22' 19" E. 503.32 ft., N. 14° 17' 31" E. 388.94 ft. and N. 23° 08' 23" E. 388.94 ft.; thence leaving said Right of Way line N. 89° 47' E. 637.80 ft. thence S. 1° 08' 45" W. 1290.66 ft.; thence W. 860.0 ft. along the South line of Section 10 to the point of beginning and containing 24.582 acres.

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

MEMORANDUM ORDER  TO V. FROME - 180: SQUERG - 180: DATE 4-3-57  DE, FORM MS 77 12-53	_ TIME
Ro: Dudory and Service - Andrew Heights - Leeting Temphip -	ECC ECC
Macond County - Michigan	RECORDED
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We see proceed with constraints.	<u>_</u> <u>_</u>
COPIES TO: 2. Olson - 1901 Sozoned - 900, 104 SIGNED / tephen (1)	· Vance =
H. V. Frieda - 728 G. O. Startely	₩
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Tale Topartment	
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DATE RETURNED TIME SIGNED	

## INTERDEPARTMENT CORRESPONDENCE

LAW DEPARTMENT

March 28, 1969

MEMORANDUM TO: Mr. Mel Hartman Michigan Bell Telephone Company 23500 Northwestern Highway Southfield, Room E-47

CANNEL TOUR STORE SEED TO THE PROPERTY OF THE

Re: Andover Heights
Condominum Apartments

It has been brought to my attention by our Plant Accounting Department that the description for this project is in error and that the first part of the description should read:

"thence north 0° 05' 30" West 60 feet; thence west 1.00.0 feet to the easterly right of way line of M-53"

Would you please arrange to correct the description and re-record.

Stephda A. McNamee Staff Attorney

SAMcN: 1hd

RECORDS CENTER
RECEIVED APR 2 9 1969
TICKLER MADE
CLASSIFIED

# INTERDEPARTMENT CORRESPONDENCE

LAW DEPARTMENT

March 28. 1969

MEMORANDUM TO: Mr. Mel Hartman Michigan Bell Telephone Company 23500 Northwestern Highway Southfield, Room E-47

> Re: Andover Heighte Goldonium Apartments

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Would you please arrange to correct the description and re-record.

Stephon A. McNamee Staff Attorney

SAMcN: 1hd

RECEVED APR 2 9 1969
TICKLER MADE
CLASSIFIED

# INTERDEPARTMENT CORRESPONDENCE

### LAW DEPARTMENT

March 28, 1969

MEMORANDUM TO: Mr. Mal Hertman Michigan Bell Telephone Company 23500 Northwestern Highway Southfield, Room E-47

Re: Andever Heights
\_\_\_\_\_Condensum Apertments

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Stephen A. McRause Staff Attorney

SAMeN: 1hd

243

RECORDS CENTER

RECEIVED MAR 2 8 1969 LICKLER MADE CLASSIFIED





