

24553

Name of Project:
BARITA
~~Garbo Investment Company Apartments~~

APARTMENTS

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 Edison Company Drawing No. OU2-3-1862, 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 HAZEL PARK. ~~Township of Royal Oak~~, 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 restriction

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 employees, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purposes 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, 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,

the Grantors shall 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 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 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

11th day of August, 1967.

DOCUMENT PREPARED BY
MELFORD HARTMAN
23500 NORTHWESTERN HWY,
SOUTHFIELD, MICHIGAN

In the Presence of:

Robert A. Lattanzio
Robert A. Lattanzio

Harold S. Sarko
Harold S. Sarko

Stanley Caplan
Stanley Caplan

Eleanor Sarko
Eleanor Sarko, his wife
206 Northland Towers West
Southfield, Michigan

STATE OF MICHIGAN)
COUNTY OF Macomb) SS

On this 11 day of August, 1967, before me,
the subscriber, a Notary Public in and for said County, personally appeared
HAROLD S. SARKO and ELEANOR SARKO, his wife, 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: May 16, 1969

Robert A. Lattanzio
Notary Public Robert A. Lattanzio
Macomb County, Michigan

H. ORDERED RIGHT C. WAY NO. 4532

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

TO Engineering Coordinator Supervisor
1901 Second Room 106

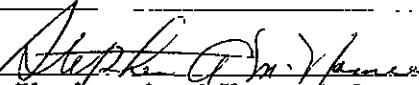
DATE 8-21-57

TIME _____

**Re: Underground Service "Darita Apts" formerly Sarko Inn Co-Apts.
City of Hazel Park, Oakland County
Agreements-easements obtained by HMT. OK to proceed with construction.**

COPIES TO R. Olco, 1901 Second Room 134
H. W. Friebe 720 G. O.
REPORT Al Lee Sales Dept. P. S. C.
file

SIGNED


Stephen A. McNamee:ldd
Staff Attorney, Law Dept.

DATE RETURNED _____

TIME _____

SIGNED _____

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 11th day of August, 1967,
between Harold S. Sarko, D/B/A Harold Sarko Investments,
206 Northland Towers West, Southfield, Michigan

hereinafter 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Barita
Apartments, on land in the City of Hazel Park,
County of Oakland, State of Michigan, as described in Appendix "A",
which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER 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:

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 ground equipment.
4. 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.

RECORDED RIGHT OF TAX NO. 1-1-1

5. To remove at DEVELOPER'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 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 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 EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors and assigns upon receiving a statement therefore.

II

UTILITIES AGREE:

1. 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 DEVELOPER or its contractors or assigns, repairs shall be made at the cost and expense of the

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

In the Presence of:

Robert A. Lattanzio
Robert A. Lattanzio

Stanley Caplan
Stanley Caplan

~~SARKO INVESTMENT COMPANY~~
HAROLD SARKO INVESTMENTS

By: Harold S. Sarko
Harold S. Sarko

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: A. L. Kasameyer
A. L. KASAMEYER, DIRECTOR
PROPERTIES AND RIGHTS-OF-WAY DEPARTMENT.

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

Barbara D'Abostino
BARBARA D'ABOSTINO

Dorinda Weiler
DORINDA WEILER

By: Carl T. Hall
Staff Supervisor, Right of Way
(Authorized signature)
CARL T. HALL

DOCUMENT PREPARED BY
MELFORD HARTMAN
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 24553

STATE OF MICHIGAN)
)
) SS
COUNTY OF Macomb)

On this 11 day of August, 1967, before me appeared HAROLD S. SARNO to me personally known, who being by me duly sworn, ~~and appearing~~
~~in the presence of JOHN J. GARDNER, a competent and existing~~
~~and sealed in behalf of said corporation, authorized to do so by the State of Michigan~~
acknowledged the said instrument to be ^{HIS} free act and deed ~~of said CORPORATION~~

My Commission expires May 16, 1969

John A. Gardner
Notary Public

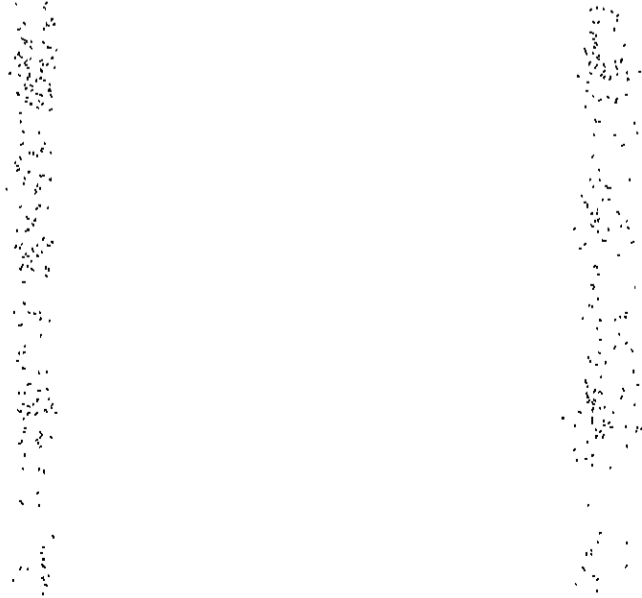
APPENDIX "A"

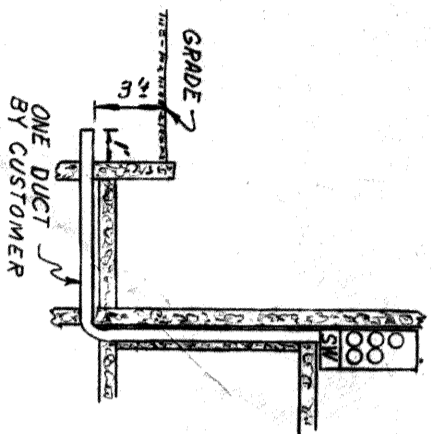
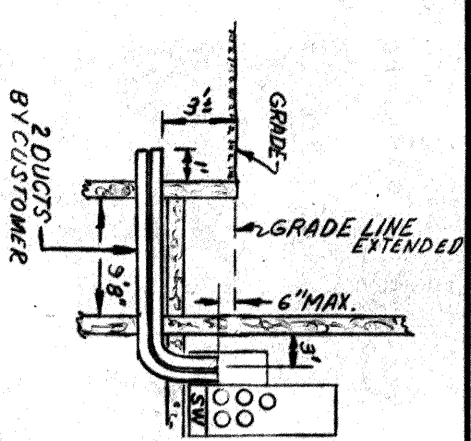
PARCEL I - Outlot A and 1/2 vacated alley in rear and all of vacated alley adjoining on the east of "Jimmy Fuller's Park Subdivision" part of the east 1/2 of west 1/2 of southeast 1/4 of Section 25, T1N, R11E, City of Hazel Park, Oakland Co., Michigan, as recorded in Liber 62, Page 47 of Plats, Oakland County Records. Except a parcel of land beginning at a point, said point beginning S. 89°26'30" East, a distance of 25 ft. and S. 00°15'30" East, a distance of 43 ft. from the point of beginning of Jimmy Fuller's Park Subdivision, part of the E. 1/2 of the W. 1/2 of the S.E. 1/4 of Section 25, T1N, R11E, City of Hazel Park, Oakland County, Michigan, thence S. 89°26'30" E. a distance of 91.50 ft.; thence S. 26°35'58" W. a distance of 189.57 ft.; thence N. 00°15'30" W. a distance of 167.33 ft. to the point of beginning.

PARCEL II - Lots 343 thru Lot 348 and adjoining 20 ft. vacated alley, also Lot 342 and north 4 ft. of Lot 341, "Rosemary Heights Subdivision" of the N.E. 1/4 of the S.E. 1/4 of Section 25, T1N, R11E, Royal Oak Twp., Oakland County, Michigan.

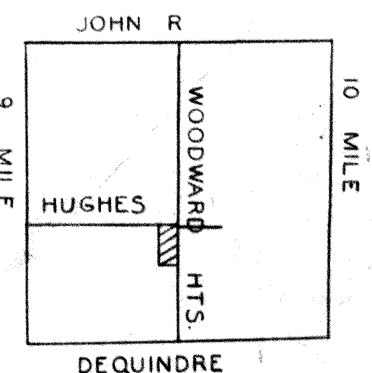
1. Parcel I - see above
2. Parcel II - see above
S. 89°26'30" E. a distance of 91.50 ft.
S. 26°35'58" W. a distance of 189.57 ft.
N. 00°15'30" W. a distance of 167.33 ft.

RECORDED RIGHT OF WAY NO. 24503





PARCEL I - Outlot A and 1/2 of Parcel B vacated. They in rear and all of vacated. They adjoining on the east of "Jimmy Fuller's Subdivision" part of 1/2 of S.E. 1/4 of Section 25, T1N, R11E, City of Hazel Park, Oakland County, Michigan as recorded in Liber 62, Page 47, Oakland County Records. Except a parcel of land beginning at a point, said point beginning S. 89°26'30" E., a distance of 25 ft., and S. 00°15'30" E., a distance of 43 ft., from the point of beginning of Jimmy Fuller's Park Subdivision part of the N.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 of Sec. 25, T1N, R11E, City of Hazel Park, Oakland Co., Mich., thence S. 59°26'30" E., a distance of 91.50 ft., thence S. 26°35'58" W., a distance of 189.57 ft., thence N. 00°15'30" E., a distance of 167.33 ft., to the point of beginning. PARCEL II - Lots 342 thru Lot 348 and adjoining 20 ft. vacated alley, also Lot 342 and N. 4 ft. of Lot 341, "Rosemary Heights Subdivision" of the N.E. 1/4 of the S.W. 1/4 of Sec. 25, T1N, R11E, Royal Oak Twp., Oakland County, Michigan.

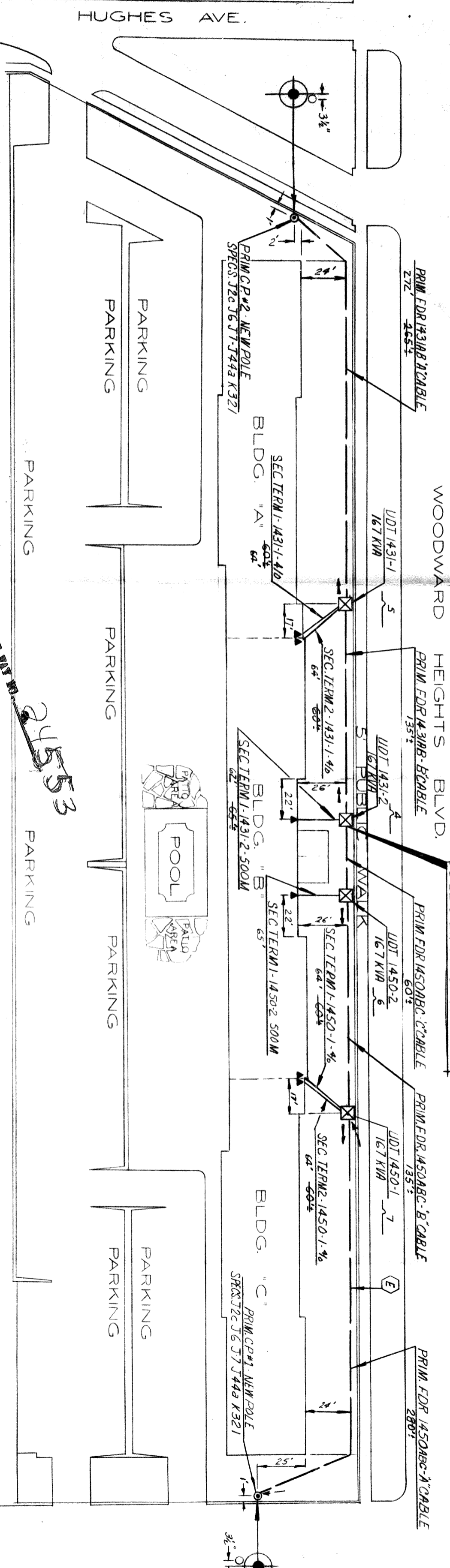


ENTRANCE METHOD BLDGS. C (NO SCALE)

ENTRANCE METHOD BLDG. B (NO SCALE)

NOTE: PRIM FOR 1450 ABC CABLE TO BE OPEN AT UOI 1431-2

RYO. 90-1&2



HUGHES AVE.

TITLE BLOCK

DO 2002/21
 W/O 367B 459
 FOREMAN WHITE
 LABOR DECD
 START 0-22-67
 FINISH 8-29-67
 NOTES WHITE
 SUPERVISOR CARLINI
 RECORDS RMK

CABLE SUMMARY

PRIMARY #2 ICK2 POLY CONC 132 MW ED NO 713-3027 875'
 SECONDARY 410 ICK2 POLY 600V ED NO 713-0534 240'
 210 ICK1 500M ICK2 POLY 600V ED NO 713-0560 130'
 350M ICK1

GENERAL NOTES

SEE DRAWG U1-2-2370 FOR TRANS MAT DETAILS.
 TRENCHING & BACKFILLING BY DE CO.
 ALL CABLE & TRENCH LENGTHS ARE APPROX.
 W/BT ENGINEER MR UAN PODPERM 542-9929
 1210 KAMPBELL ROYAL OAK MICH.

TRANS DATA

UOI #	SIZE	DE #
*1431-1	167KVA	661-0494
*1431-2	167KVA	661-0494
*1450-1	167KVA	661-0494
*1450-2	167KVA	661-0494

* TRANS WITH SWITCHING

SPECIFICATIONS

TRANS WITH SWITCHING
 CABLE POLE
 SERVICE POINTS
 PRIMARY CABLE
 SECONDARY CABLE
 SEWER
 WATER
 GAS
 EDISON TRENCH ONLY
 INDICATES TRANS. DOOR OPENINGS

TRENCH SUMMARY
 JOINT TRENCH 600'
 DE. CO ONLY 240'
 TOTAL 840'

CONSTRUCTION SUPERVISORS
 DE CO & CARLINI
 UNDERGROUND LINES DEPT.
 RM 136-1901 2ND DET.
 TEL 962-2100 EXT 2746

DIST. CIR. 1412 KENNY
 484V INITIAL & ULTIMATE

PERMITS REQ'D
 CITY OF HAZEL PARK - FOR NOTIFICATION ONLY

REVISION

REVISION

REVISION

REVISION

OTHER APPROVAL

NAME

DATE

STATION

DIRECT BURIED SYSTEM

INVESTMENT CO.

APTS.

SEC. 25

THE DETROIT EDISON COMPANY

UNDERGROUND LINES DEPARTMENT

LAYOUT JOB NO.

ORDER FOR WORK

MADE BY []
 CTR BY []
 APPROVED []

MADE BY []
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 APPROVED []

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DATE 0-31-67

DATE 5-7-67

DATE 6-9-67

DATE 5-25-67

DATE 5-25-67

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DATE 5-25-67

DATE 5-25-67

DATE 5-25-67

SCALE 30'

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DRAWING NUMBER 012-3-1862

DRAWING NUMBER 012-3-1862

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APPENDIX A

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RYO 90-1&2

RYO 90-1&2

STATE OF MICHIGAN)
)
COUNTY OF WAYNE) SS.

On this 22nd day of August, 1967, before me the subscriber,
a Notary Public in and for said County, appeared A. L. Kasameyer
and Lillian J.H. Carroll, to me personally known, who being by me duly
sworn did say they are the Director, Properties & Rights of Way Dept. and an Asst. 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
A. L. Kasameyer and Lillian J.H. Carroll
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: July 9, 1968

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

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) SS.

On this 17th day of August, 1967, 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.

Frances J. Michaels
Notary Public, _____ County, Michigan

My Commission expires: Frances J. Michaels, Notary Public
Oakland County, Michigan
Commission Expires Oct. 17 1969

RECORDED RIGHT OF WAY NO. 24553