

Name of Project:

Bayside Manor 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 six feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. MU2-3-1943, 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 St. Clair Shores, County of Macomb, 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:

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, 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,

RECORDED RIGHT OF WAY NO. 24693

*Lake Sup.
P.C. 625*

*Deed's Plat 1 -
#72 (Bayside Manor
Apts.)*

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:36 P.M.
SEP 29 1967

Garon Burr

REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

8-

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 13th day of July, 19 67.

Mary M. Brady
Mary M. Brady

Fred Merrelli
Fred Merrelli

Alfred Merrelli
Alfred Merrelli

Carolyn Merrelli
Carolyn Merrelli

of 19456 Rockport

Roseville, Michigan - 48066

Mary M. Brady
Mary M. Brady

Fred Merrelli
Fred Merrelli

Theodore Peters Jr.
Theodore Peters Jr.

Loretta Peters
Loretta Peters

of 20307 Edmunton

St. Clair Shores, Michigan - 48080

Lots 1 through 6 inclusive of

ASSESSOR'S PLAT NO. 72; a replat of
lots 44, 47, 48, 51, 52, 55, 56, 59, & 60
of Bay View Subdivision part of P.C. 625
Lake Twp., 1 North, Range 13 East, City
of St. Clair Shores, Macomb County, Michigan
Plat Rec'd L. 46 P. 26, Plats, M.C.R.

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 24695

STATE OF MICHIGAN)
) SS.
COUNTY OF Macomb)

On this 13th day of July, 1967, before me the subscriber, a Notary Public in and for said County, appeared ALFRED MERRELLI and CAROLYN MERRELLI, 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 and deed.

Mary M. Brady
Mary M. Brady
Notary Public, Wayne County, Michigan
Acting in Macomb

My Commission Expires: Oct. 7, 1969

STATE OF MICHIGAN)
) SS.
COUNTY OF Macomb)

On this 13th day of July, 1967, before me the subscriber, a Notary Public in and for said County, appeared THEODORE PETERS JR. and LORETTA PETERS, 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 and deed.

Mary M. Brady
Mary M. Brady
Notary Public, Wayne County, Michigan
Acting in Macomb

My Commission Expires: Oct. 7, 1969

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 24693

APARTMENTS

AGREEMENT

864445

THIS AGREEMENT, made this 13th day of July, 19 67,
 between ALFRED MERRELLI and CAROLYN MERRELLI, his wife, and THEODORE PETERS JR. and
LORETTA PETERS, his wife,

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 _____
Bayside Manor Apartments, on land in the City of St. Clair Shores,
 County of Macomb, 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 WAY NO. 24693

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 their successors and assigns upon receiving a statement therefor.

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.

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:30 P. M.
AUG - 4 1967
Garon Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED IN FULL OF MAX NO. 24693

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:

Mary M. Brady
Mary M. Brady

Fred Merrelli
Fred Merrelli

Alfred Merrelli
Alfred Merrelli

Carolyn Merrelli
Carolyn Merrelli

of 19456 Rockport
Roseville, Michigan - 48066

Eugene W. Bronski
Eugene W. Bronski

Irene C. Kata
IRENE C. KATA

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

Barbara D'Agostino
BARBARA D'AGOSTINO

Dorianne Weiler
DORIANNE WEILER

Mary M. Brady
Mary M. Brady

Fred Merrelli
Fred Merrelli

Theodore Peters Jr.
Theodore Peters Jr.

Loretta Peters
Loretta Peters

of 20307 Edmunton
St. Clair Shores, Michigan - 48080

Lots 1 through 6 inclusive of

ASSESSOR'S PLAT NO. 72; a replat of
lots 44, 47, 48, 51, 52, 55, 56, 59, & 60
of Bay View Subdivision part of P.C. 625
Lake Twp., 1 North, Range 13 East, City
of St. Clair Shores, Macomb County, Michigan
Plat Rec'd L. 46 P. 26, Plats, M.C.R.

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 254693

STATE OF MICHIGAN)
COUNTY OF WAYNE)

SS. LIBER 1865 PAGE 903

On this 18th day of July, 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 and Rights of Way Dept. 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 A. L. Kasameyer and Lillian J.H. Carroll 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)
COUNTY OF OAKLAND)

SS.

On this 24th day of July, 1967, before me the subscriber, a Notary Public in and for said County, appeared CARL T. HALL, to me personally known, who being by me duly sworn did say ^{THAT HE IS} ~~they are~~ the STAFF SUPERVISOR of MICHIGAN BELL TELEPHONE COMPANY, a Michigan 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 CARL T. HALL acknowledged said instrument to be the free act and deed of said corporation.

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

RECORDED RIGHT OF WAY NO. 24693

STATE OF MICHIGAN)
) SS.
COUNTY OF Macomb)

On this 13th day of July, 1967, before me the subscriber, a Notary Public in and for said County, appeared ALFRED MERRELLI and CAROLYN MERRELLI, 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 and deed.

Mary M. Brady
Mary M. Brady
Notary Public, Wayne County, Michigan
Acting in Macomb

My Commission Expires: Oct. 7, 1969

STATE OF MICHIGAN)
) SS.
COUNTY OF Macomb)

On this 13th day of July, 1967, before me the subscriber, a Notary Public in and for said County, appeared THEODORE PETERS JR. and LORETTA PETERS, 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 and deed.

Mary M. Brady
Mary M. Brady
Notary Public, Wayne County, Michigan
Acting in Macomb

My Commission Expires: Oct. 7, 1969

RETURN TO: HAROLD J. PINALES
2000 SECOND AVENUE - RM. 226
DETROIT, MICHIGAN 48226

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

September 26, 1967

Mr. Alfred Merrelli
19456 Rockport
Roseville, Michigan, 48066

Re: Bayside Manor Apartments
City of St. Clair Shores

Dear Mr. Merrelli:

Enclosed is a copy of the "as installed" drawing which reflects the underground electric and communication facilities for the above project.

Please substitute this drawing for the drawing now attached to your copy of the Easement Grant and Declaration of Restrictions for said project.

Very truly yours,

EWB
Eugene W. Bronski
Staff Attorney

EWB:1hd
enclosure

RECORDS CENTER
RECEIVED OCT 9 1967
CLASSIFIED

RECORDED RIGHT OF WAY NO. 24693

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 31, 1967

Messrs. Alfred Murelli and
Theodore Peters, Jr.
20307 Edmunton
St. Clair Shores, Michigan, 48080

Gentlemen:

Enclosed is a fully executed copy of the Agreement
dated July 13, 1967, for the underground electric and communication
service to Bayside Manor Apartments.

Very truly yours,



Stephen A. McNamee
Staff Attorney

SAMcN:lhd
enclosure
cc: C. T. Hall

RECORDED RIGHT OF WAY NO. 24693

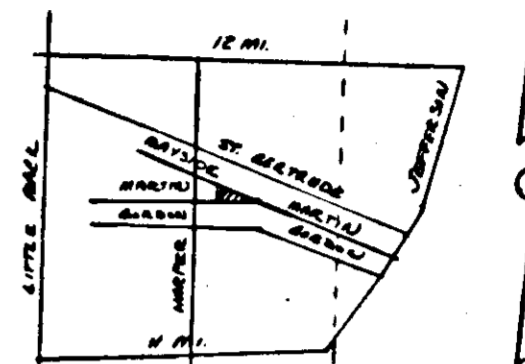
TITLE BLOCK

D.O. — 200516
 W.O. — 3678469
 FOREMAN — PROSYK
 LABOR — D.E.CO.
 START — 7-19-67
 FINISH — 7-20-67
 NOTES — PROSYK
 SUPERVISOR — CARLINI
 RECORDS — RAK



CODE

- PAD MOUNT TRANSFORMER
- ⊙ PRIMARY CABLE POLE
- ▷ SERVICE POINT
- ← INDICATES DOOR OPENING
- PRIMARY CABLE
- SECONDARY CABLE
- SEWER



LAK-14-4

NOTE

FOR TRENCHING DETAILS SEE SPEC. R-10-JU
 DETAIL "A" FOR PRIMARY CABLE & R-10a-JU
 DETAIL "A" FOR SECONDARY.

FOR SERVICE POINT METHOD SEE GSD 675-2
 DETAIL "C" OR "D".

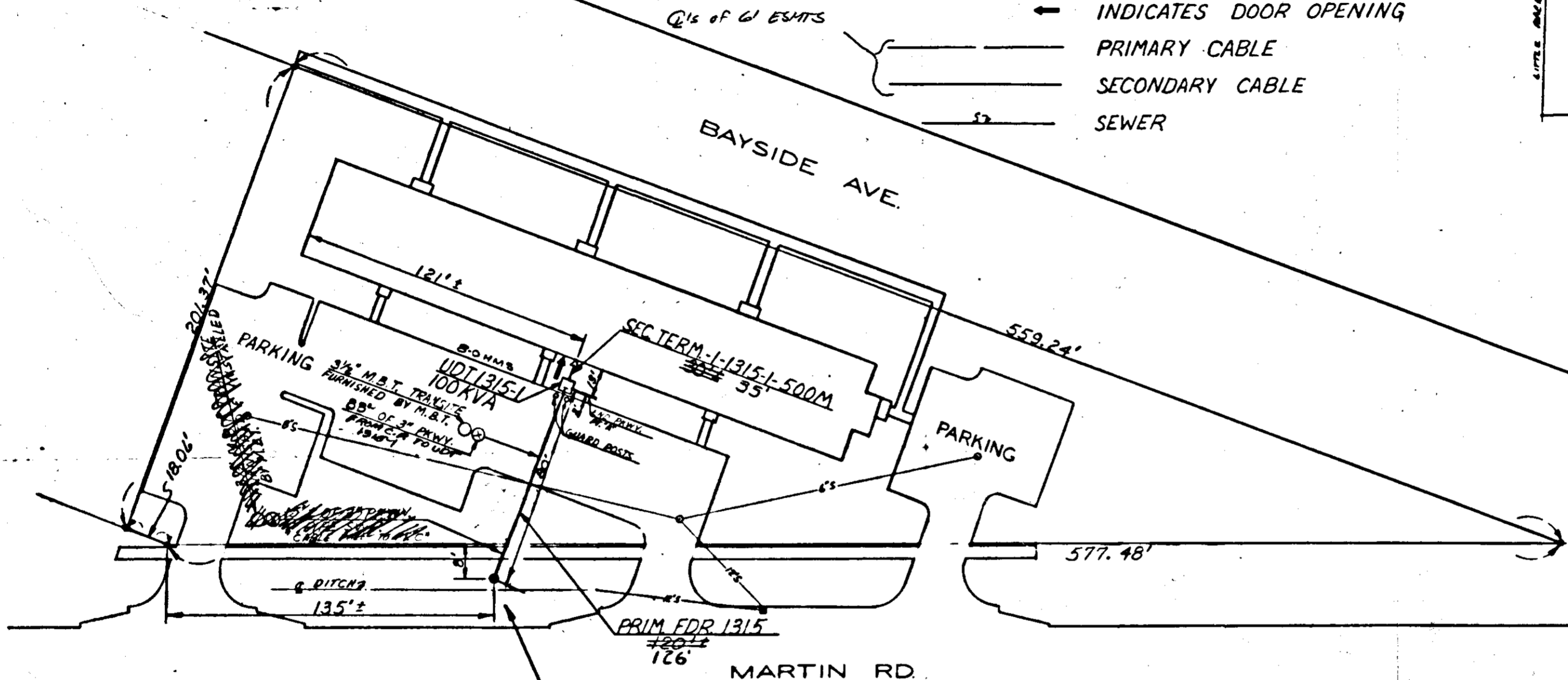
D.E.CO TO DO ALL TRENCHING & BACKFILLING.
 ALL CABLE LENGTHS ARE APPROXIMATE

M.B.T. PLANT ENGINEER G. KEATON 777-9950
 18015 E. TEN MILE RD. ROSEVILLE, MICHIGAN

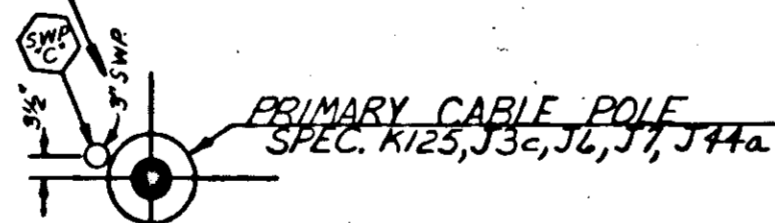
M.B.T. CONSTRUCTION SUPERVISOR ROSEVILLE
 DISTRICT - RAY BALDREE 777-9937

D.E.CO. CONSTRUCTION SUPERVISOR
 C. CARLINI W02-2100 EXT. 2746

GAS & WATER WILL ENTER FROM BAYSIDE AVE.
 INSTALL GUARD POSTS ON THE SOUTH OF
 UDT 1315-1 - PER. SPEC. R-7.



UDT	SIZE	ED. NO.	SPEC.	MAT DRWG
1315-1	100 KVA	441-0488	K125, R14, R25	UI-1-2369



CABLE SUMMARY

PRIMARY CABLE
 #2-1C X 2 POLY. CONC. 4.8 KV 713-1082 = 120' ±

SECONDARY CABLE
 500M-1C X 2 POLYETHYLENE 600V 713-0560 = 30' ±

ALL JOINT TRENCH = 94' ±

PERMITS
 CITY OF ST. CLAIR SHORES

M.B.T. JOB # 0526

DIST. CIR. 1777 BAKER 4.8 KV PERMANENT

D REVISION				C REVISION				B REVISION				A REVISION				OTHER APPROVAL		NAME		DATE		STATION		THE DETROIT EDISON COMPANY	
												REVISED AS INSTALLED Don Duvon M.B.T. 9-15-67				J. Hande		6-1-67		DIRECT BURIED		UNDERGROUND LINES DEPARTMENT			
																CHECKED BY		6-17-67		BAYSIDE MANOR APTS		SCALE 1" = 30'			
																APPROVED BY		6-17-67		CITY OF ST. CLAIR SHORES		LAYOUT JOB NO. 67-412			
																				PART OF L46 P26		DRAWING NUMBER			
																				PC 625		7MD018(B20)			
																				MACOMB CO.		MICH. MU2-3-1943			
																						SHEET 1 OF 1 SHEETS			

RECORDED RIGHT OF WAY NO. 24693