

24857

Name of Project:

Moulin Rouge Apartments

APARTMENTS

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", 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 corporation organized and existing concurrently under the laws of Michigan and New York, 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. U2-3-2090, 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 Detroit, County of Wayne, 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 employees, 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 and no changes of finished grade shall be allowed within the utility easements hereinabove described. No excavations for fences shall be allowed within the utility easements in the property described herein. Except as provided herein, the Grantors shall have the right to make any other use of the land subject to such

RECORDED RIGHT OF WAY NO. 24857

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 21 day of July, 1941.

RECORDED
INDEXED
JUL 21 1941

RECORDED RIGHT OF WAY NO. 24851

In the Presence of:

HUBERT S. GARNER INCORPORATED,
A Michigan Corporation
18055 Greenfield
Detroit, Michigan

Karl G. Zambler
14121 Woodhamp St
1st Park, Mich
11-11-67

By: Hubert S. Garner
Hubert S. Garner, President

Thomas H. Gumbert
8790 M-15
Clarkston Mich
11-11-67

Karl G. Zambler
14121 Woodhamp St
1st Park, Mich
11-11-67

Hubert S. Garner
Hubert S. Garner

Elsie J. Garner
Elsie J. Garner, his wife
18055 Greenfield, Detroit, Michigan

STATE OF MICHIGAN)
SS
COUNTY OF Wayne)

On this 31st day of November, 1967, before me appeared HUBERT S. GARNER to me personally known, who being by me duly sworn, did say that he is PRESIDENT of HUBERT S. GARNER INCORPORATED, 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 PRESIDENT acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: 10-12-71

Karl G. Zambler
Notary Public

STATE OF MICHIGAN)
SS
COUNTY OF Wayne)

On this 31st day of November, 1967, before me, the subscriber, a Notary Public, in and for said County, personally appeared HUBERT S. GARNER and ELSIE J. GARNER, 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: 10-12-71

Robert County, Michigan
acting in Wayne County

Karl G. Zambler
Notary Public

RECORDED PAGE NO. OF WAY NO.

Robert County, Michigan
acting in Wayne County

APPENDIX "A"

A parcel of land being a part of the N.E. $\frac{1}{4}$ of Section 28, T1S, R10E, City of Detroit, Wayne Co., Michigan, being more particularly described as: Commencing at the N. $\frac{1}{4}$ corner of said Sec. 28; thence S. $0^{\circ}41'$ W. along the N. and S. $\frac{1}{4}$ line Section 28, a distance of 1065.55 ft.; thence E. 721.12 ft. to the N. E. corner of Holtzman and Silverman Subdivision No. 12 as recorded in L. 82, Page 50, Wayne Co. Records, and the point of beginning of property herein described, thence S. along the East line of Holtzman and Silverman Subdivision No. 12 a distance of 403.15 ft. to the S. E. corner of said subdivision and the N. line of Rouge Outer Drive Subdivision as recorded in Liber 77, Pages 82, 83, Wayne Co Records; thence E. along the N. line of Rouge Outer Dr. Subdivision a distance of 532.27 ft. to a point in the W. line of Outer Drive, 150 ft. wide, thence N. $0^{\circ}48'$ E. along the west line of Outer Drive, a distance of 442.02 ft.; thence N. $89^{\circ}47'54''$ W., a distance of 300.49 ft.; thence S. $0^{\circ}41'$ W. a distance of 39.92 ft.; thence West 237.45 ft. to the point of beginning, contains 5,223 acres of land, more or less.

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

TO Art Lawrence 1901 Second Room 104 DATE 1-3-68 TIME _____

Re: Underground Service, Manila Bridge Agts., City of Detroit, Wayne County
13900 W. Outer Drive

Agreements and easements obtained by MR. OK to proceed with construction.

COPIES TO E. H. Olson 1901 Second Room 104
H. W. Priole 720 G. O.
REPORT H. Sharon 2000, W. J. C.
File

SIGNED *Stephen A. Mahoney*
Stephen A. Mahoney:lhd
Staff Attorney, Law Dept.

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

*Moulton House, 1075
W. Outer Drive
East, Mich.*

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$1715.00 based on 9000 trench feet at the rate of \$1.91 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on _____ Any change in these locations may require an adjustment in the cost figures.

You will be responsible for grading the easement to finished grade and clearing the easement of trees, large stumps and obstructions sufficiently to allow trenching equipment to operate.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

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,

Name *Carl H. MacArthur*
Title *Assistant General Manager*

RECORDED
MAR 1 1968
CLASSIFIED
Accepted

Tom J. ...
Legal

Date: *10-3-67*

2000 Second Avenue Detroit, Michigan 48226

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 11 day of July, 19 67,
between HUBERT S. GARNER, INCORPORATED, a Michigan Corporation,
13055 Greenfield, Detroit, 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 Moulin
Rouge Apartments, on land in the City of Detroit,
County of Wayne, 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. 24851

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

RECORDED RIGHT OF WAY NO. 24151

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:

HUBERT S. GARNER INCORPORATED
a Michigan Corporation

[Handwritten Signature]
24-21 Westland Ave
P.O. Box 10000
Detroit, Mich 48202

By: [Handwritten Signature]
Hubert S. Garner, President

[Handwritten Signature]
5770 M-15
Clarkston Mich

THE DETROIT EDISON COMPANY

[Handwritten Signature]
Stephen A. McNamee

By: [Handwritten Signature]

R. Q. DUKE, Director
Properties and Rights of Way Dept.

[Handwritten Signature]
Kathy Williams

By: [Handwritten Signature] M. PEASE
VICE PRESIDENT

MICHIGAN BELL TELEPHONE COMPANY

[Handwritten Signature]
WELFORD HARTMAN

By: [Handwritten Signature]
Staff Supervisor, Right of Way
(Authorized signature)
CARL T. HALL

DOCUMENT PREPARED BY
PUBLIC SERVICE COMMISSION
MICHIGAN

RECORDED RIGHT OF WAY NO. 247151

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

On this 10th day of November, 1967, before me appeared HUBERT S. GARNER to me personally known, who being by me duly sworn, did say that he is PRESIDENT of HUBERT S. GARNER INCORPORATED, 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 PRESIDENT acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: 10-12-77

Paul H. Garner
Notary Public

Wayne County, Michigan
Notary on Wayne County

APPENDIX "A"

A parcel of land being a part of the N.E. $\frac{1}{4}$ of Section 28, T1S, R10E, City of Detroit, Wayne Co., Michigan, being more particularly described as: Commencing at the N. $\frac{1}{4}$ corner of said Sec. 28; thence S. $0^{\circ}41'$ W. along the N. and S. $\frac{1}{4}$ line Section 28, a distance of 1065.55 ft.; thence E. 721.12 ft. to the N. E. corner of Holtzman and Silverman Subdivision No. 12 as recorded in L. 82, Page 50, Wayne Co. Records, and the point of beginning of property herein described, thence S. along the East line of Holtzman and Silverman Subdivision No. 12 a distance of 403.15 ft. to the S. E. corner of said subdivision and the N. line of Rouge Outer Drive Subdivision as recorded in Liber 77, Pages 82, 83, Wayne Co Records; thence E. along the N. line of Rouge Outer Dr. Subdivision a distance of 532.27 ft. to a point in the W. line of Outer Drive, 150 ft. wide, thence N. $0^{\circ}48'$ E. along the west line of Outer Drive, a distance of 442.02 ft.; thence N. $89^{\circ}47'54''$ W., a distance of 300.49 ft.; thence S. $0^{\circ}41'$ W. a distance of 39.92 ft.; thence West 237.45 ft. to the point of beginning, contains 5,223 acres of land, more or less.

RECORDED PAGE 11 OF WAY NO. 24851

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 8th day of January, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared

M. Pease and R. O. Duke

to me personally known, who being by me duly sworn, did say that they are the Vice President and Director, Properties and Rights of Way,

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

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

My Commission expires: _____

Stephen A. McNamee
Notary Public

STEPHEN A. MCNAMEE
Notary Public, State of Michigan
My Commission Expires December 1, 1969

_____ County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 4th day of January, 1968, 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 Staff Supervisor of Right of Way, authorized by and for 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: _____

Frances J. Michaels
Notary Public

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

_____ County, Michigan

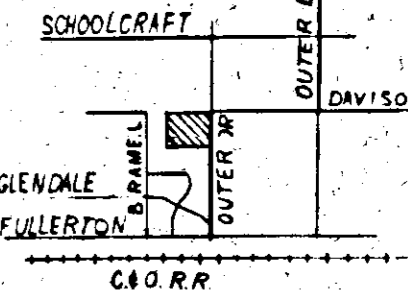
RECORDED RIGHT OF WAY NO. 51251

DAVISON

NORTH
ARROW

DISTRIBUTION CIRCUIT

1552 VILLA
48 KV INT & ULTIMATE



PART II
TITLE BLOCK

D.O. 202003
W.O. 367B546
FOREMAN MATONIC
LABOR DE CO.
START 6-5-68
FINISH 6-7-68
NOTES MATONIC
SUPERVISOR CARLINI
RECORDS RAK

GENERAL NOTES

FOR PAD CONSTRUCTION SEE DRG. U12-2370
FOR ENTRANCE DETAIL SEE DRG. OSD 675-2 DET-C
D.E. CO. TO DO ALL TRENCHING & BACKFILLING
ALL CABLE LENGTHS ARE APPROXIMATE
M.B.T. ENGINEER M.B.T. CONST. SUPERVISOR
PAUL CLEMENTS AL GROKE
15847 GLENDALE TEL. 537-9947
TEL. 835-9357 DE. CO. SUPERVISOR
C. CARLINI
TEL. WO6-2100 EXT. 2746

PART I
TITLE BLOCK

D.O. 202003
W.O. 367B546
FOREMAN TRISTANI
LABOR DE CO.
START 4-30-68
FINISH 5-2-68
NOTES TRISTANI
SUPERVISOR CARLINI
RECORDS RAK

UDT	SIZE	DE. NO.
UDT 1211-1	100 KVA	661-0493
UDT 1211-2	75 KVA	661-0543
UDT 1250-1	100 KVA	661-0493
UDT 1250-2	75 KVA	661-0543

SPECS. K-124, R-25, R-14b
*INDICATES SWITCHING

CABLE SUMMARY

PRIMARY CABLE = 1317'±
2-1CX2 R&L-J-713-1068
SECONDARY CABLE
1/2 1CX2 60'± 500M 1CX2 60'±
1/2 1CX1 713 0534 350M 1CX1 713 0560

TRENCHING SUMMARY

JOINT = 1067'
DE. ONLY = 184'
TOTAL = 1251'

CODE

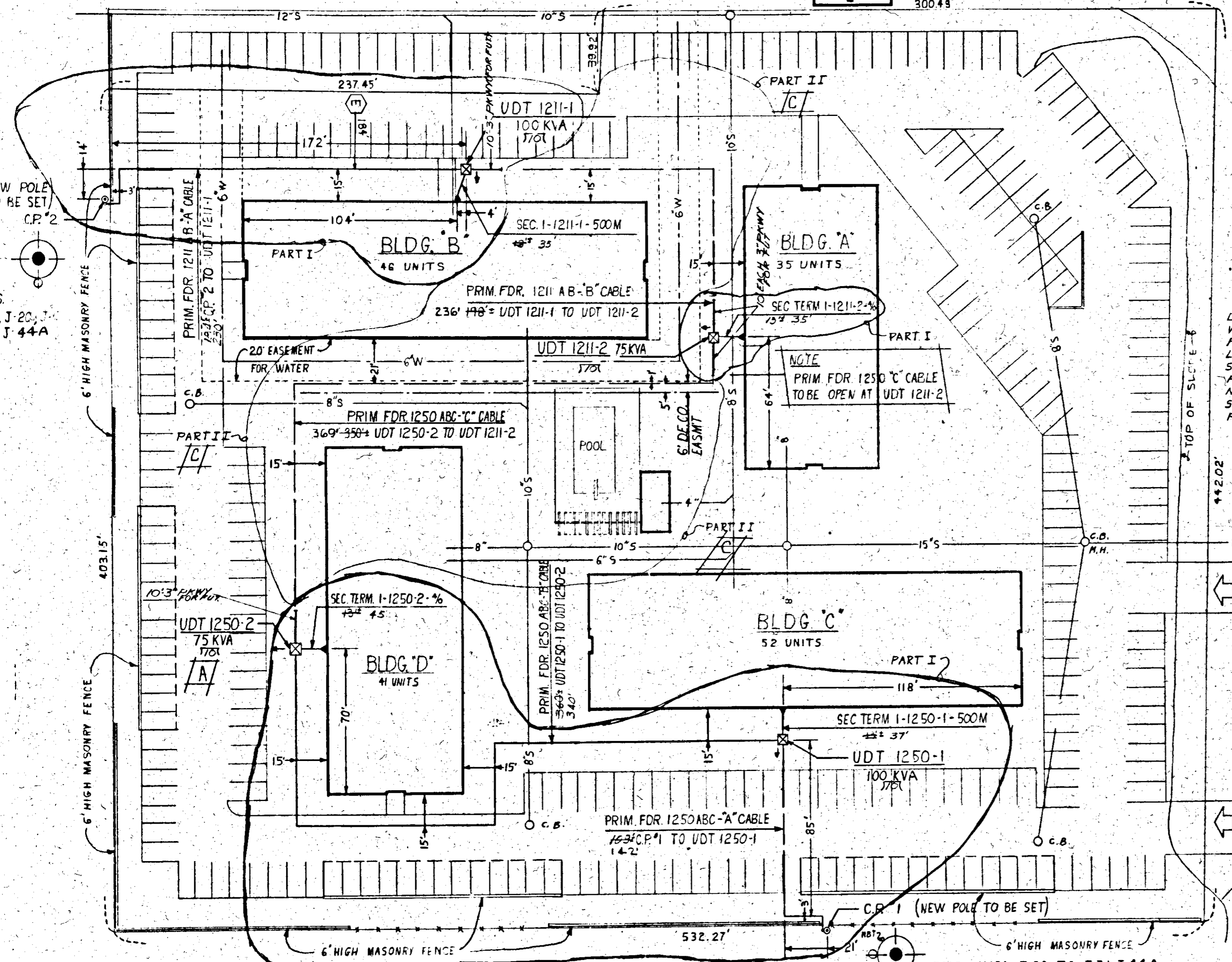
WATER ——— W ———
SEWER ——— S ———
PRIMARY CABLE ———
SECONDARY CABLE ———
INDICATES DOOR OPENING ———>—
SERVICE POINT ———>—
PAD MOUNT TRAN/SWITCHING ⊠
CABLE POLE ⊙

— DIRECT BURIED —

M.B.T. JOB. NO. 0338

LATEST REVISION C

(NEW POLE TO BE SET)
C.P. 2
SPECS. K-124, J-20, J-7 & J-44A



D	C	B	A	OTHER APPROVAL	NAME	DATE	STATION	THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT	
REVISION	ADDED PART II TO SHOW AS INSTALLED IN THE FIELD	CIRCLED AREA'S REVISED AS INSTALLED. REMAINDER TO BE BUILT.	RELOCATED UDT 1250-2 AND ASSOCIATED CABLES. CHANGED NAME OF APTS FROM OUTER DR. TO MOULIN ROUGE		M. SCHULTZ	11-1-67	MOULIN ROUGE APARTMENTS	SCALE 1" = 30'	LAYOUT JOB NO. 67-693
MADE BY	ROSE	CMM	SCHULTZ		R. B. ...	11-2-67	12900 W. OUTER DR.	ORDER FOR WORK	TMD 018/A 22
CHK BY	...	...	...		J. ...	11-14-67	CITY OF DETROIT WAYNE CO.	BRAWING NUMBER	U2-3-2090
APPROVED	...	...	...		L. ...	11-15-67		SHEET 1 OF 1 SHEETS	

RECORDED RIGHT DE WAY NO. 24851