

APARTMENTS

Name of Project:

Weaver Court 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. U2-4-2089, 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 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 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 WITH OFF NO. 21112

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 4th day of January, 1966.

RECORDED IN DEPT OF WAY NO. 24852

In the Presence of:

FRANKLIN-KENT CORPORATION,
a Michigan Corporation
16801 James Couzens
Detroit, Michigan 48235

Douglas Shubow
Douglas Shubow

By: Leo P. Sklar
Leo P. Sklar, Vice President

Bonalee Baker
Bonalee Baker

By: J. Rudolph Oliver
J. Rudolph Oliver, Secretary

STATE OF MICHIGAN)
COUNTY OF Wayne) SS

On this 4th day of January, 1967, ~~1967~~, before me appeared LEO P. SKLAR and J. RUDOLPH OLIVER to me personally known, who being by me duly sworn, did say that they are respectively VICE PRESIDENT and SECRETARY of FRANKLIN-KENT CORPORATION, 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 LEO P. SKLAR and J. RUDOLPH OLIVER acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: May 24, 1970

Bonalee Baker
Notary Public

Wayne County, Mich.

RECORDED RIGHT OF WAY NO. 54852

PROPERTY DESCRIPTION

A parcel of land being all of Lots 416-427 inclusive, all of Lots 451-457 inclusive and Lot 450 except the easterly 30 ft. measured at right angles from the northerly line of said Lot 450 of Emerson Park, a subdivision of part of the N.E. $\frac{1}{4}$ of Section 35, T1S, R10E, City of Detroit, Wayne County, Michigan, as recorded in Liber 55 on Page 45 of Plats, Wayne County Records, and parts of vacated alleys and streets adjoining said lots, and part of lots, being more particularly described as: Beginning at a point, said point being the southwesterly corner of Lot 457 of Emerson Park Subdivision, thence S. $42^{\circ}51'30''$ E. along the northerly line of Weaver Avenue (80 ft. wide) 785.0 ft.; thence N. $47^{\circ}08'30''$ E. along the easterly line of vacated Penrod Avenue (60 ft. wide) 230.59 ft.; thence N. $43^{\circ}30'22''$ W. 75.47 ft.; thence N. $0^{\circ}31'30''$ E., along the westerly line of Penrod Avenue (60 ft. wide) 20.0 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 416, 134.0 ft.; thence N. $0^{\circ}31'30''$ E. along the center line of a vacated public alley (18 ft. wide) 245.0 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 427, 134.0 ft.; thence S. $0^{\circ}31'30''$ E. along the easterly line of Faust Avenue, 14.59 ft.; thence continuing along said easterly line of Faust Avenue S. $47^{\circ}08'30''$ W., 30.0 ft.; thence N. $71^{\circ}18'58''$ W. 68.25 ft.; thence N. $42^{\circ}51'30''$ W. along the northerly line of vacated alley (18 ft. wide), 3.96 ft.; thence N. $00^{\circ}04'30''$ E. 80.35 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 450, 74.73 ft.; thence S. $47^{\circ}08'30''$ W., 9.00 ft.; thence N. $42^{\circ}51'30''$ W. along the centerline of vacated public alley, 171.30 ft.; thence S. $47^{\circ}08'30''$ W. along the westerly line of Lot 457, 134.0 ft. to the point of beginning.

RECORDED RIGHT OF WAY NO. 24852

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

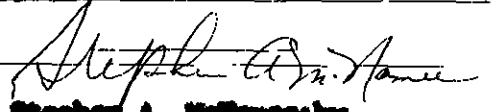
TO Engineering Coordinator Supervisor DATE 1-11-68 TIME _____

1901 () and - Room 104

Re: Subground Service - Humber Court Apartments Formerly Humber Street Apartments - City of Detroit (Humber and vacated Farned Street)

Agreements and Documents obtained by M.E.T.

OK to proceed with construction.



COPIES TO R. Glass - 1901 Second - Rm. 104

SIGNED

Stephen A. Hollenbacher

H. W. Friabe - 728 G. C.

Staff Attorney

REPORT E. Shannon - 1901 W. S. C.

Law Department

File

DATE RETURNED _____ TIME _____

SIGNED _____

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 4th day of January, 1967, ~~1967~~,
between WEAVER COURT APARTMENTS, a Michigan Co-partnership
16801 James Couzens, Detroit, Michigan 48235

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 Weaver Court 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.

RECORDING RECEIPT OF WAY NO. 24852

100-35
NE
-1-
5/27; 4/20/7 (with ...)

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 or 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. 24852

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:

Douglas Shubow
Douglas Shubow

WEAVER COURT APARTMENTS,
A Michigan Co-partnership

By: J. Rudolph Oliver
J. Rudolph Oliver, Partner

Bonalee Baker
Bonalee Baker

THE DETROIT EDISON COMPANY

Stephen A. McNamee
Stephen A. McNamee

By: R. Q. Duke
R. Q. DUKE, DIRECTOR
Programs and Rights of Way Dept.

Gene C. Kata
GENE C. KATA

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

MICHIGAN BELL TELEPHONE COMPANY

Carol A. Moore
CAROL A. MOORE

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

DETROIT EDISON COMPANY
MICHIGAN BELL TELEPHONE COMPANY
25000 SOUTHFIELD ROAD, S.W.
SOUTHFIELD, MICHIGAN

RIGHT OF WAY NO. 24852

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

On this 4th day of January, 1968, ~~1967~~, before me, a Notary Public, personally appeared J. RUDOLPH OLIVER, to me personally known, who being by me duly sworn, did respectively say that he is a member of the partnership known as WEAVER COURT APARTMENTS, a Michigan Co-partnership, which executed the within Instrument and that he acknowledged said Instrument to be the free act and deed of said partnership.

My Commission expires: May 26, 1970

Bonnie Baker
Notary Public

Wayne County, Michigan

APPENDIX APROPERTY DESCRIPTION

A parcel of land being all of Lots 416-427 inclusive, all of Lots 451-457 inclusive and Lot 450 except the easterly 30 ft. measured at right angles from the northerly line of said Lot 450 of Emerson Park, a subdivision of part of the N.E. $\frac{1}{4}$ of Section 35, T1S, R10E, City of Detroit, Wayne County, Michigan, as recorded in Liber 55 on Page 45 of Plats, Wayne County Records, and parts of vacated alleys and streets adjoining said lots, and part of lots, being more particularly described as: Beginning at a point, said point being the southwesterly corner of Lot 457 of Emerson Park Subdivision, thence S. $42^{\circ}51'30''$ E. along the northerly line of Weaver Avenue (80 ft. wide) 785.0 ft.; thence N. $47^{\circ}08'30''$ E. along the easterly line of vacated Penrod Avenue (60 ft. wide) 230.59 ft.; thence N. $43^{\circ}30'22''$ W. 75.47 ft.; thence N. $0^{\circ}31'30''$ E., along the westerly line of Penrod Avenue (60 ft. wide) 20.0 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 416, 134.0 ft.; thence N. $0^{\circ}31'30''$ E. along the center line of a vacated public alley (18 ft. wide) 245.0 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 427, 134.0 ft.; thence S. $0^{\circ}31'30''$ E. along the easterly line of Faust Avenue, 14.59 ft.; thence continuing along said easterly line of Faust Avenue S. $47^{\circ}08'30''$ W., 30.0 ft.; thence N. $71^{\circ}18'58''$ W. 68.25 ft.; thence N. $42^{\circ}51'30''$ W. along the northerly line of vacated alley (18 ft. wide), 3.96 ft.; thence N. $00^{\circ}04'30''$ E. 80.35 ft.; thence N. $89^{\circ}55'30''$ W., along the northerly line of Lot 450, 74.73 ft.; thence S. $47^{\circ}08'30''$ W., 9.00 ft.; thence N. $42^{\circ}51'30''$ W. along the centerline of vacated public alley, 171.30 ft.; thence S. $47^{\circ}08'30''$ W. along the westerly line of Lot 457, 134.0 ft. to the point of beginning.

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