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ROSIU APARTMENTS

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THIS EASEMENT IS RE-RECORDED TO SHOW "AS INSTALLED" STEP III 68
OF UTILITIES INSTALLATION AS
SHOWN ON ATTACHED D.E. CO. Name of Project:

APARTMENTS

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

These covenants are granted subject to the following conditions and restrictions:

- I. 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

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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, mots 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.

APPENDIX "A"

Lots 4 & 5, "Brookside Acres No. 1" a subdivision of part of the W. 2 of the N.W. 4 of Sec. 14, T1N, R10E, Southfield Twp., Oakland County, Michigan, according to the plat thereof as recorded in Liber 32, Page 17, Oakland County Records.

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KECOMBED RIGHT OF WAY NO. 24974

(LIDER 5220 PAGE 194

LIBER 5286 PAGE 691

IN THE PRESENCE OF:

Futh M. Youarry Containing

Frances R. Conen

Ruth M. McGarry

Frances R. Cohen

Poket In Jr.
Robert M. Rosin

Borbora | Rover

Richard S. Rosin

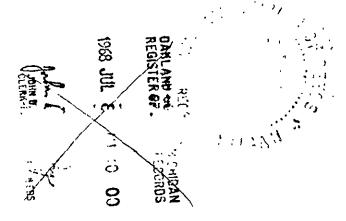
Linda Rosin, his wife

ALL OF: 19963 James Couzens Detroit, Michigan

UNITED JEWISH CHARITIES OF DETROIT, a Michigan Non-Profit Corporation 163 Madison Detroit, Michigan

Ey:

DJ:



RECORDED RIGHT OF WAY NO. 24975

10ER 5286 1906 692

STATE OF MICHIGAN) _{SS} COUNTY OF Macpuse)	
On this 12 day of	, 1968, before me, the subscriber,
1	nty, personally appeared ROEET M. ROSIN and
	norm to be the persons ramed in and who executed
	acknowledged that they executed the same as
their free act and deed for the inte	·
My Commission expires:	Notary Public Ruth M. McGarry
	County, Michigan
STATE OF MICHIGAN) _{SS}	
On this 12. day of Max 1	, 1968, before me, the subscriber,
	ty, personally appeared RICHARD S. ROSIN and
	c be the persons named in and who executed
	acknowledged that they executed the same as
My Commission expires:	Notary Public Futh M. McGarry
	County, Michigan
STATE OF MICHIGAN) _{SS}	
On thisday of	, 1968, before me appeared
	and
to me personally known, who being by	me duly sworn, did say that they are
respectively	andof
UNITED JEWISH CHARITIES OF DETROIT,	a Michigan Non-Profit corporation created and
existing under the laws of the State	of Michigan and that the said instrument was
signed and sealed in behalf of send	erporation by authority of its Board of
Directors and the said	and
acknowledged the said instrument to 1	be the free ect and deed of the said
Corporation.	
My Corression expires:	Notary Public

Co., Michigan

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12-53	TO Engineering Coordinates 1901 : sad - Boom 126 201 Sadorground Service	DATE 3-15-68 TIME - Southfield Township Oakland County - Hichigan
	Agricuments and Essense	te obtained by M.B.T.
49 (2	on - 1981 Second - Im. 184 Prions - 725 G. O. - Postine Service Center	signed tiffic (she) lamic. Exertism is Nelsonse/las Staff Actorney Las importment
DATE RETURNED	TIME	SIGNED

٠.	AGREEMENT	
•	THIS AGREEMENT, made this 12th day of MARCH , 1968	9
between	Robert M. Rosin and Barbara J. Rosin, his wife and Richard S. Rosin and	_
Lin	nda Rosin, his wife; all of 19963 James Couzens, Detroit, Michigan	_
hereinaft	ter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York	
corporati	ion, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinaf	te
referred	to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation	n,
with offi	ices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to	
as "BELL"	' ¹ a	

WITNESSETH:

	WHEREAS,	DEVFLOPER	is developin	ng apartmer	nts to	be known	as _	Kosin	
	Apartments			on land in	n the	Township	of	. Southfield	1
County of	Caklar	nd	_, State of	Michigan,	as des	scribed i	n App	endix "A",	
which is	attached h	mereto and	made a part	hereof, ar	nd				
	WHIPEVS	קרות מודע חוד מודע חודע מודע חודע חודע חודע חודע חודע חודע חודע ח	dominos EDIS	ON and BET	(T. +o -i	install +	heir	facilities	for

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.

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The Country In Table of Way No. 34974

- 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 FDISON 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 <u>BELL</u>, to place conduit within the land described in Appendix "A" for telephone facilities.
- 9. DEVPLOPER further agrees that if subsequent to the installation of the utility's facilities by FDISON 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 their successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVFLOPER, or by contractors engaged by DEVELOPER of their successors of assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVFLOPER or their successors and assigns and shall be paid forthwith to EDISON or BELL by DEVFLOPERor their successors and assigns upon receiving a statement therefore.

II UTILITIES AGREE:

l. 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 their contractors or assigns, repairs shall be made at the cost and expense of the

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DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their 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:

· · · ·

By:

B. Q. DUKE. DIRECTOR

BY: / CARDEL ASST. SECRETAR

THE DETROIT EDISON COMPANY

MICHIGAN BELL TELEPHONE COMPANY

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BALSALA D'AGOUTINO

CAROL A MODE

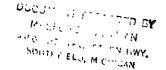
By: Staff Supervisor, R

off Supervisor, Right of Wa (Authorized signature)

CARL T. HALL

APPENDIX "A"

Lots 4 thru 8, "Brookside Acres No. 1", a subdivision of part of the W. 4 of Sec. 14, TIN, RICI, Southfield Two., Cakland Co., Michigan, according to the plat thereof as recorded in Liber 32 of Plats, Page 17, Oakland County Records.



In the Presence of:

Ruth M. McGarry Hos Gassy	Robert M. Rosin
Frances R. Cohen	Borbona J. Rosin, his wife
Ruth M. McGarry (Lasse)	Richard S. Rosin
Francès R. Cohen	Linda Rosin, his wife
STATE OF MICHIGAN)SS COUNTY OF Michiel) On this 12 day of March, a Notary Public in and for said County, persona	1968, before me, the subscriber,
BARBARA J. ROSIN, his wife, to me known to be to	he persons named in and who executed
the within instrument as vendor and acknowledge	
their free act and deed for the intents and pur	poses therein mentioned.
their free act and deed for the intents and pury	Notary Public Ruth M. McGarry
	County, Mich
STATE OF MICHIGAN SS	
On this 12 day of Maschi	1060 h-6
a Notary Public in and for said County, personal	lly appeared RICUADD & ROSTW
LINDA ROSIN, his wife, to me known to be the per	
the within instrument as vendor and acknowledged	
their free act and deed for the intents and purp	
ty Commission expires: Marsh 18,1949	Notary Public Puth M. McCollabre

ABOUNDED RIGHT OF WAY NO. 2427

County, Mich.

STATE OF MICHIGAN) SS
COUNTY OF WAYNE)
On this 18th day of March, 1967, before me, the
subscriber, a Notary Public in and for said County, personally appeared
R. Q. Duke and Lillian J.H. Carroll
to me personally known, who being by me duly sworn, did say that they are
the Director, Properties & Rights of Way and an Assistant Secretary
Dept. 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 R.Q.Duke and
Lillian J.H. Carroll acknowledged said instrument to be the free
act and deed of said corporation.
Markette Company Compa
My Commission expires: July 9, 1968 Notary Public RENE C. KATA
Wayne County, Michigan
STATE OF MICHIGAN)
SS
COUNTY OF OAKLAND)
On this 13th day of March, 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: Notery Public Notery Public
NOTATY FUOLIC //

Frances J, Michaels, Notary Public

Caktand County, Michigan
Commission Expires Oct. 17 1969

SECORDED RECHT OF WAY NO. 222979

_County, Michigan

Mr. Robert Rosin 19963 James Cousens Detroit, Michigan

Re: Rosin Apartments
S.S. Twelve Mile Rd., nr. Evergreen Rd.
City of Southfield - Cakland County

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 \$1930.50 based on 1430 estimated trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 6, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil 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.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Floyd W. Sell
Floyd W. Sell
Asst. Division Manager

KAfot

Date: 3/2//68

RECORDED RIGHT OF WAY NO. 24974

