

F332605

RE-RECORD LI16830 PA119

RE-RECORD

LI16699 PA206

F294223

Name of Project:

APARTMENTS

William Rossol Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

RE-RECORD

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 poles(s), and other utility facilities, in, under, over, upon and across land located in the Township of Grosse Ile, 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

Grosse Ile - Dup
P.C. 552
Salace prop. sub;
L. 1/2
(William Rossol
Part.)

RECORDED JUN 26 1968 AT 1:30 O'CLOCK P
 BERNARD J. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY, MICHIGAN 48226

RECORDED OCT 31 1968 AT 1:46 O'CLOCK P
 BERNARD J. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY, MICHIGAN 48226

"This easement is re-recorded for purpose of showing the planned "as installed" center-lines of easements granted as shown on drawing attached hereto"

RETURN TO
 R. Q. DUKE
 THE DETROIT EDISON COMPANY
 2000 SECOND AVENUE
 DETROIT, MICHIGAN 48226

F 332605
 RECORDED RIGHT OF WAY NO. 25300

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 17th day of June, 1968.

Dorothy V. Wheeler
Dorothy V. Wheeler

Jean F. Page
Jean F. Page

William Rossol
William Rossol

Lalah Rossol
Lalah Rossol
28658 Barbara Lane
Grosse Ile, Michigan

RECORDED RIGHT OF WAY NO. 25360

DESCRIPTION

APPENDIX "A"

East Side-Lots 1 and 2 - Horace Grays Subdivision
of part of Private Claim No. 552, East Side Grosse
Ile, Wayne County, Michigan, Liber 4, Page 39, Plats,
Wayne County Records.

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th day of June, 1968, before me the
subscriber, a Notary Public in and for said County, appeared WILLIAM ROSSOL and
LALAH ROSSOL, his wife, to me known to be the persons described in and who exe-
cuted the foregoing instrument, and acknowledged that they executed the same as
their free act and deed.

Jean F. Page
Jean F. Page
Notary Public, Wayne County, Michigan

My Commission Expires: March 1, 1970

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED RIGHT OF WAY NO. 253600

RETURN TO
R. Q. DUKE
THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 29, 1968

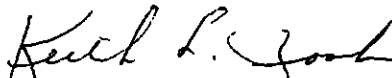
Mr. William Rossol
28658 Barbara Lane
Grosse Ile, Michigan

Rè: William Rossol Apartments

Dear Mr. Rossol:

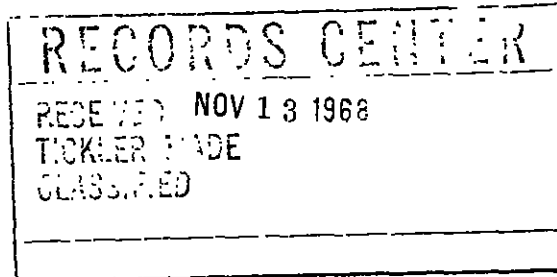
We are enclosing herewith a copy of the "as installed" Drawing No. WU2-4-2223 for the underground electric and communication services for the above named project.

Very truly yours,



Keith L. Roach
Staff Attorney

:lhd
Enclosure



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 3, 1968

Mr. William Rossol
28658 Barbara Lane
Grosse Ile, Michigan

Re: William Rossol Apartments

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated June 17th, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

Enclosure

RECORDED RIGHT OF WAY NO. 25360

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 3, 1968

Mr. William Rossol
28658 Barbara Lane
Grosse Ile, Michigan

Re: William Rossol Apartments

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated June 17th, 1968 for the underground electric and communication services for the above named project.

Very truly yours,



Stephen A. McNamee
Staff Attorney

Enclosure

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

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 \$ 310.50 ± based on 230 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 5-14-68. 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 C. L. Proctor
Title Assist. Supervisor Sec. Inspect.

Accepted

Mona [Signature]

Date: 5-14-68

RECORDED RIGHT OF WAY NO. 25360

F298620

APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 17th day of June, 19 68,
 between William Rossol and Lalah Rossol, his wife, 28658 Barbara Lane,
Grosse Ile, Michigan,

hereinafter referred to as "DEVELOPER", and 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".

RECORDED JUL 11 1968 AT 2:28 P.M.
 BERNARD J. YOUNGBLOOD, Register of Deeds
 WAYNE COUNTY, MICHIGAN 48226

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as William Rossol
Apartments, on land in the Township of Grosse Ile,
 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.

F298620

RECORDED RIGHT OF WAY NO. 25361

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 ~~or~~ or 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.

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:

Dorothy V. Wheeler
Dorothy V. Wheeler

William Rossol
William Rossol

Jean F. Page
Jean F. Page

Lalah Rossol
Lalah Rossol

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO

Carol A. Moore
CAROL A. MOORE

THE DETROIT EDISON COMPANY
By: *R.D. Bure* F. O. BURE, DIRECTOR
Properties and Rights of Way Dept
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)

DESCRIPTION APPENDIX "A"

East Side-Lots 1 and 2 - Horace Grays Subdivision of part of Private Claim No. 552, East Side Grosse Ile, Wayne County, Michigan, Liber 4, Page 39, Plats, Wayne County Records.

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 17th day of June, 1968, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM ROSSOL and LALAH ROSSOL, 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.

Jean F. Page
Jean F. Page
Notary Public, Wayne County, Michigan

My Commission Expires: March 1, 1970

RECORDED RIGHT OF WAY NO. 253002

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

RECEIVED
NOTARY PUBLIC
SS.
JUL 11 1968

LI 16713 PA 753

On this 25th day of June, 1968, before me the subscriber,
a Notary Public in and for said County, appeared R. Q. Duke 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 Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment 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.

Irene C. Kater
IRENE C. KATER
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

SS.

On this 1st day of July, 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 the 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 cor-
poration, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.

CHARLES V. CLAPHAN
Notary Public Wayne County, Mich.
My Commission Expires Oct. 23 1971

Charles V. Claphan
Notary Public, Oakland County, Michigan
Wayne
Acting in Oakland
Co.

My Commission Expires: _____

PREPARED BY: Stephen A. McNamee
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED RIGHT OF WAY NO. 25360

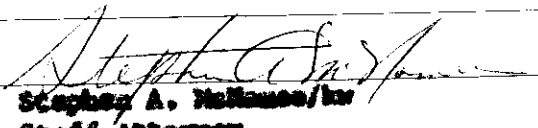
MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisor DATE 6-21-68 TIME _____
190 Second - Room 186
Lot - underground service - William Kaseci Apartments
Township of Grosse Ile, Wayne County

Agreements and Easements obtained.

OK to proceed with construction.

COPIES TO: H. Nelson - 1901 Second - Rm. 184
H. W. Frieba - 720 G.O.
REPORT Robert Dombas - 2202 W.S.C.
File

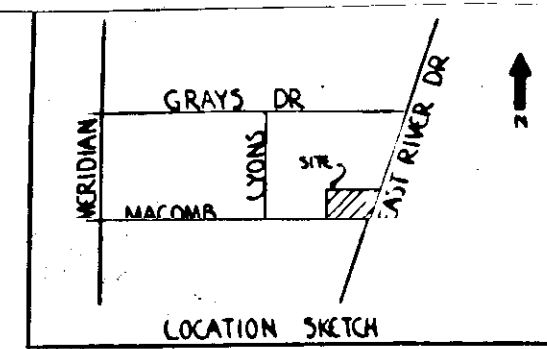
SIGNED 
Stephen A. Maloney/for
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

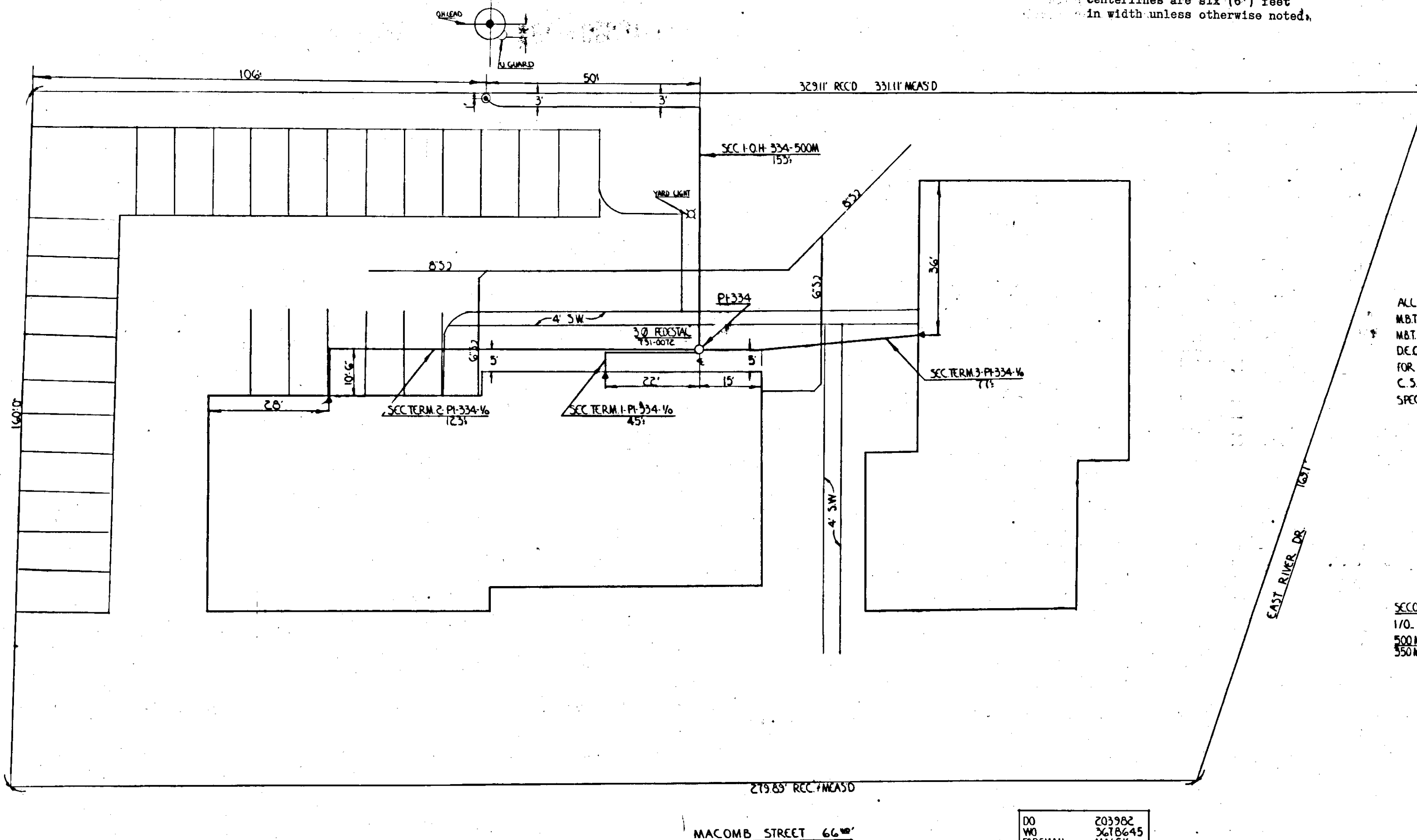
L116830 PA 122
 L116830 PA 122 SECONDARY CABLE POLE DETAIL
 SPEC'S J-2G J-2M J-2N J-53

L116830 PA 123
 L116830 PA 123

Dimensions indicated by their
 centerlines are six (6') feet
 in width unless otherwise noted.



L116830 PA 124
 L116830 PA 124



NOTES
 ALL TRENCHING AND BACKFILLING BY D.E.CO.
 M.B.T. ENGINEER: MR. DICKSON, 19366 ALLEN RD. TRENTON, 282-9927
 M.B.T. CONSTRUCTION SUPERVISOR: MR. ORLOFF, 285-9912
 D.E.CO. CONSTRUCTION SUPERVISOR: MR. BELLETINI, W022000072640
 FOR CABLE ENTRANCE METHOD TO BUILDING SEE
 C.S.D. DRAWING 675-2, DETAIL 'C'
 SPEC R-13 FOR PEDESTAL

CODE
 ○ CABLE POLE
 ○ PEDESTAL
 ◀ SERVICE POINT
 ——— SECONDARY CABLE
 ——— SIZE 2 SEWER

CABLE SUMMARY
SECONDARY CABLE
 1/0. POLYETHYLENE, 600 VOLTS. (713-0533) 245'
 500M. ICK2 POLYETHYLENE, 600 VOLTS. (713-0560) 153'
 350M. ICK1

TRENCH SUMMARY
 JOINT USE. 263'

DO 203982
 WO 3678645
 FOREMAN MALEK
 LABOR D.E.CO.
 START 9-20-68
 FINISH 9-20-68
 NOTES MALEK
 SUPERVISOR BELLETINI
 RECORDS RAK

PERMITS REQ'D
 GROSSE ILE TOWNSHIP
 (NOTIFICATION ONLY)

DIST. CIR. 334 GROSSE ILE
 4.0KV
 DIRECT BURIED SYSTEM

M.B.T. JOB NO. 7099 TRENTON

D REVISION		C REVISION		B REVISION		A REVISION		OTHER APPROVAL		DATE	BY	REVISION	THE DETROIT EDISON COMPANY UNDERGROUND LINES DEPARTMENT	
							AS INSTALLED IN FIELD			5-21-68	SECOR		ROSSOL APARTMENTS	68-400
										8-28-68	LNT		PC NO 552 - L 4. P39	68-400
										1-22-68	R.H. TERRY			8M0016/MCS
										2-24-68	JAMES HANCOCK			W022000072640
													GROSSE ILE TWP	WAYNE CO. W022000072640

RE-RECORD

RECEIVED
WAYNE COUNTY MICH.

RECORDED RIGHT OF WAY NO. 35360

1968 OCT 31 PM 1 46

BERNARD J. YOUNGBLOOD
REGISTER OF DEEDS

7