

912472

941467

RECORDED IN MACOMB COUNTY  
RECORDS AT: 2:35 P.M.

MAY 29 1968

*Caron Burr*  
REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

Name of Project:

Beaconsfield Apartments No. 2

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 poles(s), and other utility facilities, in, under, over, upon and across land located 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 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

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

*Per General Maysing  
12-16-68*

RECORDED IN MACOMB COUNTY  
RECORDS AT: 12:03 P.M.  
DEC - 6 1968

*Caron Burr*  
REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

*Lake Ave.  
P.C. 224  
and Plat at 2,  
#7 (Beaconsfield  
#2)*  
RETURN TO  
R. Q. DUKE  
THE DETROIT EDISON COMPANY  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF AT NO.

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) <sup>has its</sup> ~~have set their hands~~ and seals on this 22nd day of May, 1968.

SUNNY ACRES DEVELOPMENT COMPANY  
a Michigan corporation  
20502 Harper Avenue  
Harper Woods, Michigan 48236

Anna Marie Hoelzle  
Anna Marie Hoelzle

By: Joseph J. Beaufait  
Joseph J. Beaufait, President

Lydia Middlestead  
Lydia Middlestead

By: James D'Alessandro  
James D'Alessandro, Secretary

RECORDED RIGHT OF WAY NO. 25378

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

DESCRIPTION

APPENDIX "A"

Land in the City of St. Clair Shores, Macomb County, Michigan, described as: Lot 7 of Assessor's Plat No. 2 of part of Private Claims 656,224 and 184, Town 1 North, Range 13 East, City of St. Clair Shores, Macomb County, Michigan, containing 35.1867 acres, more or less. Except all that part of the following described tract "A" which lies Northeasterly of a line described as follows: Beginning at a point on the Northerly line of out lot "B" of Tract "A", said point being Southeasterly, measured along the Northerly line of Out Lot "B", a distance of 115 feet from the Northwest corner of Out Lot "B"; thence Southeasterly on a line extended to a point then to a point of ending on the Northerly line of Lot 174 of said subdivision of Tract "A", said point being Southeasterly, measured along the Northerly line of Lot 174, a distance of 29.36 feet from the Northwest corner of Lot 174. Tract "A": The North 119.21 feet of Out Lots "B" of Notre Dame Woods No.3 being a subdivision of part of Private Claim 224, Town 1 North, Range 13 East, City of St. Clair Shores, Macomb County, Michigan, according to the plat thereof recorded in Liber 32 of Plats on Page 11, Macomb County Records. The lands described above in fee contain 1,400 square feet, more or less. (Out Lot "B" Notre Dame Woods Subd. No. 3 was formerly known as part of lot 5 of Assessor's Plat No. 2 St. Clair Shores, See Plat attached.)

STATE OF MICHIGAN     )  
                                  )     SS.  
COUNTY OF WAYNE     )

On this 2nd day of May, 1968, before me the subscriber, a Notary Public in and for said County, appeared, JOSEPH J. BEAUFIT, and JAMES D'ALESSANDRO, to me personally known, who being by me duly sworn did say they are the President and Secretary of SUNNY ACRES DEVELOPMENT 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 JOSEPH J. BEAUFIT and JAMES D'ALESSANDRO acknowledged said instrument to be the free act and deed of said corporation.

Anna Marie Hoelzle  
Anna Marie Hoelzle  
Notary Public, Wayne County, Michigan

My Commission Expires: Feb 10 1968

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

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



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

RECORDED RIGHT OF WAY NO.


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

TO Engineering Coordinator Supervisor DATE 7-9-68 TIME \_\_\_\_\_  
191 Second - Room 186  
Re: Underground Service - Manhattan Apartments - Lake Township  
Monmouth County

Agreement and Easement obtained.

OK to proceed with construction.

COPIES TO: E. Glava - 1911 Second - Rm. 186  
H. W. Friels - 728 G.S.  
REPORT E. Miles - M. Glavas Office  
File

SIGNED   
Stephen A. Williams/for  
Staff Attorney  
Law Department

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

12/4/68

Sunny Acres Development Company  
20502 Harper Avenue  
Harper Woods, Michigan 48236

Re: Beaconsfield Apartments

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. MU2-3-2159 for the underground electric and communication services for the above named project.

Very truly yours,

*Stephen A. McNamee*

Stephen A. McNamee  
Staff Attorney

Enclosure

RECORDS CENTER
RECEIVED DEC 16 1968
TUCKER MADE
CLASSIFIED

RECORDED RIGHT OF WAY NO. 25378

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

2/4/66

Sunny Acres Development Company  
20502 Harper Avenue  
Harper Woods, Michigan 48236

Re: Beaconsfield Apartments

Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. MU2-3-2159 for the underground electric and communication services for the above named project.

Very truly yours,

*Stephen A. McNamee*

Stephen A. McNamee  
Staff Attorney

Enclosure

RECORDS DEPARTMENT
DEC 16 1965
101
CLASSIFIED

RECORDED FILED OF WAY NO. 25378

RECORDED IN MACOMB COUNTY  
RECORDS AT: 11:10 A.M.

APARTMENTS

JUN 10 1968

913920

*Garon Burr*

AGREEMENT

REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

THIS AGREEMENT, made this 22<sup>nd</sup> day of May, 1968,

between SUNNY ACRES LAND DEVELOPMENT COMPANY, a Michigan corporation, 20502 Harper Avenue, Harper Woods, Michigan 48236,

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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Beaconsfield Apartments No. 2, 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. 25378

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 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. 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 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 <sup>or</sup> ~~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 its 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:

**SUNNY ACRES LAND DEVELOPMENT COMPANY**

*Anna Marie Hoelzie*  
Anna Marie Hoelzie

By: *Joseph J. Beaufait*  
Joseph J. Beaufait, President

*Lydia Middlestead*  
Lydia Middlestead

By: *James D'Allessandro*  
James D'Allessandro, Secretary

*Stephen A. McNamee*  
Stephen A. McNamee

**THE DETROIT EDISON COMPANY**

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

*Irene C. Kata*  
IRENE C. KATA

By: *Evelyn Lehman*  
Evelyn Lehman Assistant Secretary

*Barbara D'Agostino*  
BARBARA D'AGOSTINO

**MICHIGAN BELL TELEPHONE COMPANY**

By: *Carl T. Hall*

*Carol A. Moore*  
CAROL A. MOORE

Staff Supervisor, Right of Way  
(Authorized signature)

RECORDED RIGHT OF WAY NO. 25378

DESCRIPTION

APPENDIX "A"

Land in the City of St. Clair Shores, Macomb County, Michigan, described as: Lot 7 of Assessor's Plat No. 2 of part of Private Claims 656,224 and 184, Town 1 North, Range 13 East, City of St. Clair Shores, Macomb County, Michigan, containing 35.1867 acres, more or less. Except all that part of the following described tract "A" which lies Northeasterly of a line described as follows: Beginning at a point on the Northerly line of out lot "B" of Tract "A", said point being Southeasterly, measured along the Northerly line of Out Lot "B", a distance of 115 feet from the Northwest corner of Out Lot "B"; thence Southeasterly on a line extended to a point then to a point of ending on the Northerly line of Lot 174 of said subdivision of Tract "A", said point being Southeasterly, measured along the Northerly line of Lot 174, a distance of 29.36 feet from the Northwest corner of Lot 174. Tract "A"; The North 11921 feet of Out Lots "B" of Notre Dame Woods No. 3 being a subdivision of part of Private Claim 224, Town 1 North, Range 13 East, City of St. Clair Shores, Macomb County, Michigan, according to the plat thereof recorded in Liber 32 of Plats on Page 11, Macomb County Records. The land described above in fee contain 1,400 square feet, more or less. (Out Lot "B" Notre Dame Woods Subd. No. 3 was formerly known as part of lot 5 of Assessor's Plat No. 2 St. Clair Shores, See Plat attached.)

STATE OF MICHIGAN )  
 COUNTY OF *Wayne* ) ss.

On this 22nd day of May, 1968, before me the subscriber,

a Notary Public in and for said County, appeared JOSEPH J. BEAUFIT and JAMES D'ALESSANDRO, to me personally known, who being by me duly sworn did say they are the President and Secretary of SUNNY ACRES LAND DEVELOPMENT 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 JOSEPH J. BEAUFIT and JAMES D'ALESSANDRO acknowledged said instrument to be the free act and deed of said corporation.

*Anna Marie Hoelzle*  
 Anna Marie Hoelzle  
 Notary Public, Wayne County, Michigan

My Commission Expires: Feb 10, 1970

RECORDED RIGHT OF WAY NO. 25378

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 24th day of May, 1968, before me the subscriber,  
a Notary Public in and for said County, appeared R. Q. Duke and  
Evelyn Lehman, to me personally known, who being by me duly sworn  
Properties & Rights  
did say they are the Director, 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 Evelyn Lehman 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 )  
 ) SS.  
COUNTY OF OAKLAND )

On this 29th day of May, 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.

MELFORD HARTMAN  
Notary Public, Wayne County, Mich:  
My Commission Expires Oct. 3, 1971

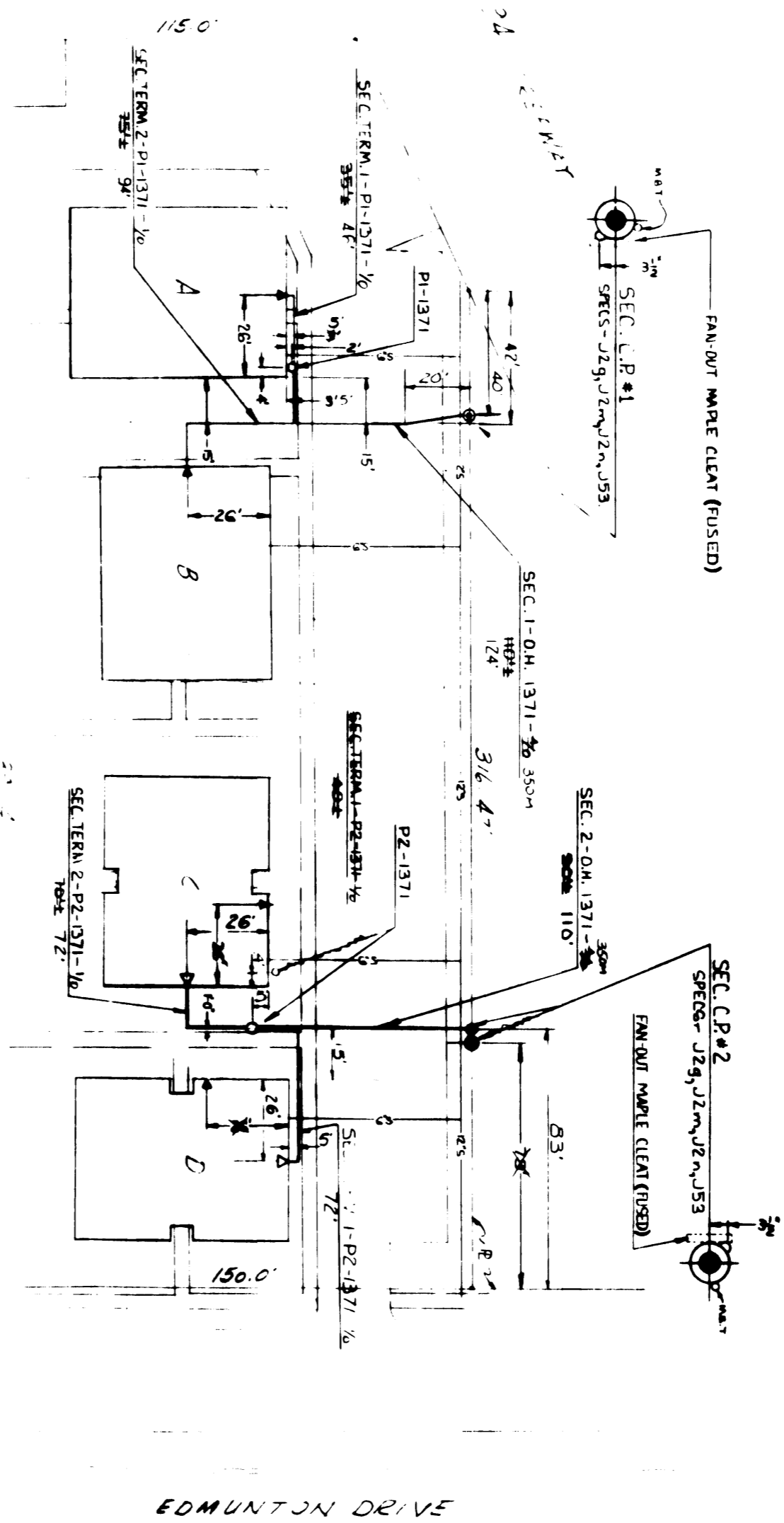
Melford Hartman  
Notary Public, Wayne County, Michigan  
acting in Oakland  
Co.

My Commission Expires: \_\_\_\_\_

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

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

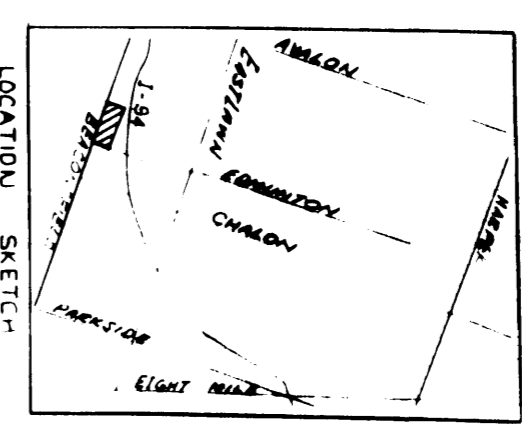
RECORDED RIGHT OF WAY NO. 25378



**CABLE SUMMARY**

SECONDARY-	LENGTH	ED NO.	ED NO.
350M 1C.2	4-30-08	713-0533	200'±
1/2 1CX1	5-1-68	713-0533	220'±
1/2 1CX1	5-1-68	713-0533	220'±

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



**TRENCH SUMMARY**  
ALL JOINTS = 290'±

- CODE**
- SECONDARY PEDESTAL
  - CABLE POLE
  - SECONDARY CABLE
  - S — WATER
  - W — WATER
  - G — GAS
  - ▲ SECONDARY TERMINAL

**GENERAL NOTES**

1. ALL TRENCH, CABLE AND DUCT LENGTHS ARE APPROX.
2. ALL TRENCHING AND BACKFILLING TO BE DONE BY DECO.
3. SEE SPEC. R-13 FOR PEDESTAL DETAILS.
4. SEE SPEC. R-10-JU-DETAIL 'A' FOR DETAILS OF SECONDARY TRENCHING.
5. SEE DWG. CSD-675-2 DETAIL C FOR ENTRANCE PT. METHODS.
6. M.B.T. ENGINEER - DON GERVAIS, ROSEVILLE, MICH. 777-9960
7. DECO. SERVICE COORDINATOR - GEC. RINALDI, 162 S. GRATIOT MT. CLEMENS, MICH. 463-8091 EXT. 294
8. DECO. (CONSTRUCTION SUPERVISOR - F. FELDMEIER RM 126, 1901 2nd AVE DETROIT, MICH. Phone: 962-2800 EXT. 3014
9. M.B.T. CO. CONSTRUCTION OFFICE - VAL BIANCHINI, DIST. 777-9938

**DIST. CIRC. 1371 EASTLAND**  
4.8 KV INITIAL AND ULTIMATE

**PERMITS REQD.**  
CITY OF ST. CLAIR SHRS.  
(FOR NOTIFICATION ONLY)

BEACONSFIELD ROAD 120 WD  
CITY OF ST. CLAIR SHORES  
CITY OF DETROIT

**TITLE BLOCK**  
C. 205739  
D. 3670628  
CREMAN - R. VAN  
BARON - D. C.  
TAKT - 3-46 6  
NISH - 8-27-62  
STES - TRISTANI  
SUPERVISOR - FELDMEIER  
COORDS - RAK

REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED	REVISION	DATE	BY	APPROVED
A	10/28/88	REVISED AS IN - STALLED		B	10/28/88			C	10/28/88		

NAME	DATE	STATUS	NAME	DATE
GEORGE GEHRING	4-30-08	STATEN DIRECT BURIED SYSTEM	GEORGE GEHRING	4-30-08
GEO. RINALDI	5-1-68	BEACONSFIELD APTS. NO. 2	GEO. RINALDI	5-1-68
		CITY OF ST. CLAIR SHORES		
		P.C. 224		
		MACOMB CO.		
		MICH.		

DATE	BY	APPROVED
7-30	GB-454	
	BMD01B	B21

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

June 4, 1968

Sunny Acres Land Development Co.  
20502 Harper Avenue  
Harper Woods, Michigan 48236

Re: Beaconsfield Apartments No. 2

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated May 22, 68 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. 25378