

940229

RECORDED IN MACOMB COUNTY
RECORDS AT: 11:26 A.M.

NOV 29 1968

Caron Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

BOOK 1991 PAGE 883

919280

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:15 P.M.

JUL 17 1968

Caron Burr
REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Name of Project:

Manhattan Apartments

APARTMENTS

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

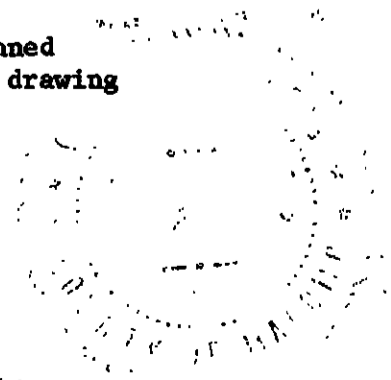
THE UNDERSIGNED, hereinafter called "GRANTOR(S)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of 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 poles(s), and other utility facilities, in, under, over, upon and across land located in the Township of Lake _____, 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.

*File in
100-27
Woodward Gardens
Subj
6/1/72
-1-
(Manhattan
Apartments)*



RECORDED RIGHT OF WAY NO. 25379

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 5th day of July, 1968.

Albert S. Couvreur
ALBERT S. COUVREUR

Frank Hayden
Frank Hayden

Phyllis J. Werle
PHYLLIS J. WERLE


Marlene Hayden
Marlene Hayden
67 Greenbrier Avenue
Grosse Pointe Shores, Michigan

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

RECORDED RIGHT OF WAY NO. 25372

STATE OF MICHIGAN)
) SS.
COUNTY OF WATKINS)

On this 5th day of July, 1968, before me the subscriber,
a Notary Public in and for said County, appeared FRANK HAYDEN and MARLENE HAYDEN,
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.



ALBERT S. COUUREUR
Notary Public, Washtenaw County, Michigan

My Commission Expires: Oct 26, 1969

APPENDIX "A"

Lots 61 through 72 inclusive, of "Lakewood Gardens
Sub." of part of frac'l. Sec. 27, T1N, R13E, Lake
Twp. Macomb Co. Mich. Rec'd. L. 6 of Plats. Page 18,
MCR.

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

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

RECORDED RIGHT OF WAY NO. 25379


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

TO Engineering Coordinator Supervisor DATE 7-9-68 TIME _____
19th Second - Room 106
Re: Underground Service - Manhattan Apartments - Lake Township
Macomb County

Agreement and Easement obtained.

OK to proceed with construction.

COPIES TO: E. Glass - 1901 Second - Rm. 104
E. W. Friebe - 728 G.O.
REPORT E. Miles - Mt. Clemens Office
File

SIGNED 
Stephen A. Hollman/ln
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY

MACOMB DIVISION
Adolph Rossel
743 South Renaud
Grosse Pointe Shores, 36, Michigan

DIVISION OFFICE
743 SOUTH RENAUD
MOUNT CLEMENS, MICHIGAN 48043

Manhattan Apartments
St. Clair Shores, Macomb County

Dear Mr. Rossel:

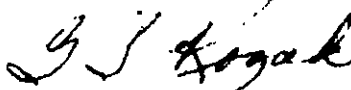
Subject to our agreement with you for the installation of underground electric lines in the above project. The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$ 756.00 based on estimated 560 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 changes in these locations may require an adjustment in the cost figures. An additional charge will be made if road boring, 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, employees, successors and assigns. If such damage should occur, we would expect reimbursement for repairs.

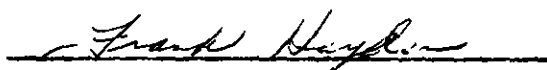
For your convenience, we will bill you on terms of thirty (30) days.

Very truly yours,



G. J. Rozak
Inspector Supervisor
Macomb Division

ACCEPTED



Date: 5-14-68

RECORDS CENTER
DEC 16 1968
INDEXED
CLASSIFIED

RECORDED RIGHT OF WAY NO. 25379

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:22 AM.

LIBER 1961 PAGE 796

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APARTMENTS AUG - 1 1968

Garon Burr

AGREEMENT

REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

THIS AGREEMENT, made this 5th day of July, 1968,

between Frank Hayden and Marlene Hayden, his wife, 67 Greenbrier Avenue,
Grosse Pointe Shores, 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as Manhattan
Apartments, on land in the Township of Lake,
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. 25379

5.

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} 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:

Albert S. Couvreur
ALBERT S. COUVREUR

Frank Hayden
Frank Hayden

Phyllis J. Werle
PHYLLIS J. WERLE

Marlene M. Hayden
Marlene Hayden

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: [Signature]
FRANK DUKE, 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)

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 5th day of July, 1968, before me the subscriber, a Notary Public in and for said County, appeared FRANK HAYDEN and MARLENE HAYDEN, 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.

Albert S. Couvreur
ALBERT S. COUVREUR
Notary Public, Wayne County, Michigan

My Commission Expires: Oct 26, 1969

RECORDED RIGHT OF WAY NO. 25379

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 9th day of July, 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 AND RIGHTS OF WAY DEPARTMENT and 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 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.

Stephen A. McNamee
Stephen A. McNamee
Notary Public, Wayne County, Michigan

My Commission Expires: December 1, 1969

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd 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 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.

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

Melford Hartman
Notary Public, ~~Wayne~~ Wayne County, Michigan
acting in Oakland

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. 90379

PRIMARY CABLE POLE
SPEC. 3-22-29, JRM/JEN/J22

FRESARD P/W 50' WD

PRIM. FDR. 2007
275'± 290'

SEC. TERM. 1-2007-1-4/0
55'± 57'

SEC. TERM. 2-2007-1-4/0
60'± 68'

SEC. TERM. 3-2007-1-4/0
74'± 76'

SEC. TERM. 4-2007-1-4/0
150'± 155'

SEC. TERM. 3-2007-1-4/0
4" PK IN V.

SEC. TERM. 4-2007-1-4/0
4" PK IN V.

14 OHMS
2007-1
100 KVA

TITLE BLOCK

D.O. — 204293
 W.D. — 367B654
 FOREMAN — GELARDI
 LABOR — L.E.Co.
 START — 9-20-68
 FINISH — 9-23-68
 NOTES — GELARDI
 SUPER. — FELDMEIER
 RECORDS — EAK

CABLE SUMMARY

PRIMARY CABLE
 #2-1CX2 POLY. CONC. 13.2 KV 713-3027 = 275'±
 SECONDARY CABLE
 4/0-1CX3 POLYETHYLENE 600V 713-0534 = 405'±
 350M 1CX2 } POLY 600V 713-0537
 4/0 1CX1 }

NOTE REVISIONS: RETURN TO UNDERGROUND LINES DEPT. ALL PRINTS MADE PREVIOUS TO LAST REVISION	REFERENCE	DRAWN	J. MANDEL 5-29-68
REVISED AS INSTALLED RAG 10-23-68	OFW 8MDO18/B24	OK	5-31-68
	USE DIMENSIONS ONLY	APPROVED	5-31-68

DIST. CIR. 1775 BAKER 4.8 KV
 POSSIBLE FUTURE 13.2 KV

PERMITS
 CITY OF ST. CLAIR SHORES
 (NOTIFICATION ONLY)

LATEST REVISION A

M.B.T. JOB # 5667

JOB # 68-491

UDT	SIZE	ED. NO.	SPECS.	MAT DRWG.
2007-1	100 KVA	661-0488	K322, R14, R25	UI-1-2369

TRENCHING SUMMARY

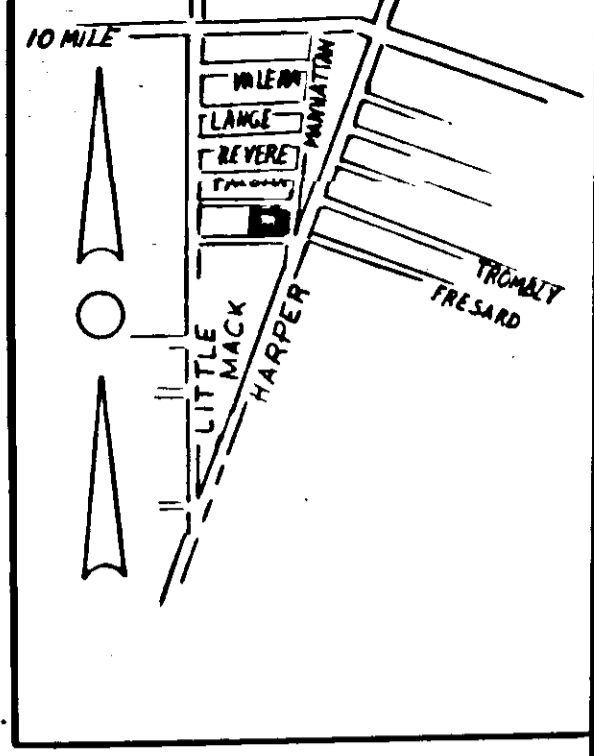
JOINT TRENCHING = 387'±
 D.E.CO. TRENCHING = 87'±
 TOTAL TRENCHING = 474'±

- ☒ PAD MOUNT TRANS W/SWITCHING
- ⊙ PRIMARY CABLE POLE
- △ SERVICE POINT
- ← DOOR OPENING
- PRIMARY CABLE
- SECONDARY CABLE
- S7 — SEWER
- W7 — WATER

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

NOTES

FOR TRENCHING DETAILS SEE SPEC. R-10-JU DETAIL "B" FOR PRIMARY & R-10a-JU DETAIL "A" FOR SECONDARY.
 D.E.CO. TO DO ALL TRENCHING & BACKFILLING.
 ALL CABLE LENGTHS ARE APPROXIMATE.
 GAS WILL BE INSTALLED OFF OF MANHATTAN
 M.B.T. PLANT ENGINEER - DON GERVAIS - 777-9952
 18015 E. 10MI. RD. ROSEVILLE, MICHIGAN
 M.B.T. CONSTRUCTION DIVISION - ROSEVILLE DISTRICT
 VAL BIANCHINI - 777-9938.
 D.E.CO. CONSTRUCTION SUPERVISOR
 F. FELDMEIER WO2-2100 EXT. 3018.
 D.E.CO. SERVICE COORDINATOR M. HOUGHTON
 463-8691 EXT. 232 - 162 S. GRATIOT - MT. CLEMENS
 FOR SERVICE POINT METHOD SEE CSD 675-2 DETAIL "C".



TROMBLY AVE. 50' WD.

MANHATTAN AVE. 50' WD.

R25378

RECORDED RIGHT OF WAY NO. 25379-