BOOK 2015 PAGE 900

RECORDED IN MACOMB COUNTY RECORDS AT: 1.30 PM. SEP11 1969

CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

APARTMENTS

RECORDED IN MACOMB COUNTY RECORDS T 2:25 P. M.

FEB **27** 969

MB COUNTY, MICHIGAN

953176

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Name of Project:

982823

Moulon Square 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 <u>Macomb</u> _____, State of Michigan, described in Appendix "Y" which is attached hereto and made a part hereof.

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

- 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.
- 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.
- 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 <u>excavations</u> 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 to include the addition to the description, for correction of the description.

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

RECORDED IN MACOMB COUNTY

RECORDS AT: 2:34P MAR 13 1969

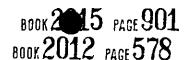
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WAY NO. 25/62

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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, 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.

- 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.
- The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.
- The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.
- 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.
- 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.
- 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.
- 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 <u>30</u> , 19<u>67</u>

In the Presence of:

ERNEST CEMENT WORK CO. a Michigan corporation 28520 Little Mack St. Clair Shores, Michigan

28520 Little Mack

St. Clair Shores, Michigan

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FIGHT OF WAY NO

800K 2012 PAGE 579

STATE OF MICHIGAN)	BOOK ZUIZ PAGE 579				
COUNTY OF Macont), SS.					
On this 30 day of lo	center, 1968, before me the subscriber,				
a Notary Public in and for said County	, appeared Ernet Cappusco and				
	, to me personally known, who being by me duly				
sworn did say they are the PRESIDE	N/T and of				
ERNEST CEMENT WORK CO., a Michigan cor	poration, and that the seal affixed to said				
instrument is the corporate seal of sa	id corporation, and that said instrument was				
signed in behalf of said corporation, by authority of its Board of Directors, and					
IRNIST ('010'CRUSCIO and	acknowledged				
said instrument to be the free act and deed of said corporation.					
	Notary Public, Macune County, Michigan				
My Commission Expires:	_				
N. 5-7 1					
STATE OF MICHIGAN) SS.					
COUNTY OF ' ACCMB)	and the state of t				
On this 30th day of Recember, 1968, before me the subscri-					
ber, a Notary Public in and for said County, appeared CHRISTOPHER LASSALINE and					
COROTHY LASSALINE, 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.					
	Notary Public, Wayne County, Michigan KEENA				
Notary Public, Wayne County, Michigan					
My Commission Expires: Notary Public, Wayne,	County, wich.				
My Commission Expires	Nov. 29, 1970				

DESCRIPTION

APPENDIX "A"

ASSESSORS PLAT NO. 24, of parts of the northeast Fractional 1/4 of Section 16 Fractional Section 15 and Private Claim 5625 Town 1 north, Range 13 East, Village of St. Clair Shores, Macomb County, Michigan, according to the plat thereof recorded in Liber 15 pages 6 and 7 of Plats, Macomb County Records.

ADDED TO DESCRIPTION: Lots 18, 19 and 20 except the West 343.72 feet of said Lots.

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

RETURN TO: HAPO'D J. PINALES J.WETZEL
2000 SEDONO AVINUE - RM. 226

DETROIT, MICHIGAN 48226

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THIS AGREEMENT, made this 17 day of January, 1969,
between ERNEST CEMENT WORK COMPANY, a Michigan corporation, CHRISTOPHER LASSALINE and
DOROTHY LASSALINE, his wife, 28520 Little Mack, St. Clair 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".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as
Moulon Square Apartments , 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 EDSSON and BELL to install their facilities for
underground single phase electric service and communication services including

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

DEVELOPER AGREES:

necessary cable poles and above ground equipment.

- 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 in lines. Sewer, water and gas lines may cross but may not be installed within the ease.

 **RECORDED IN MACOMB COUNTY*

RECORDED IN MACOMB COUNTY RECORDS AT: 12.30PM.

FEB 2 4 1969

- 1 -

This Agreement is re-recorded to include the addition to the description, for correction of description.

CLERK REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN EDID KILL OF WAY NO. 2859

- 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. Taxiaretexthextrembesxixxthexessementsxindxtocheckfillxixxsseetessee 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 set or their successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER CORRED RIGHT OF 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. RECORDED IN MACOMB COUNTY

MAR 13 1969

RECORDS AT 2:35 PM.

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CLERK - REGISTER OF DEEDS

- 2 -

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, administators, 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:

ERNEST CEMENT WORK CO. a Michigan corporation

By: PRESIDENT

MOORE

mary Hagar

MARY HAGER

THE DETROIT EDISON COMPANY

Properties and Rights of Way Dept CILLIAN J. H/ CARROLL

MICHIGAN BELL TELEPHONE COMPANY

CARL T. HALL Staff Supervisor, Right of Way (Authorized signature)

DESCRIPTION

APPENDIX "A"

SED RIGHT OF WAY NO. 7596

ASSESSORS PLAT NO. 24, of parts of the northeast Fractional 1/4 of Section 16 Fractional Section 15 and Private Claim 5625 Town 1 North, Range 13 East, Village of St. Clair Shores, Macomb County, Michigan, according to the plat thereof as recorded in Liber 15 pages 6 and 7 of Plats, Macomb County Records.

.. ADDED TO DESCRIPTION:

Lots 18, 19 and 20 except the West 343.72 feet of said lots.

- 3 -

STATE OF MICHIGAN)				
) SS. COUNTY OF WAYNE)				
On this 4th day of February , 1969 , 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				
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 Lillian J.H. Carroll acknowledged said				
instrument to be the free act and deed of said corporation.				
Sind (Tata				
Notary Public, Wayne County, Michigan				
My Commission Expires: June 24, 1972				
STATE OF MICHIGAN) SS.				
COUNTY OF OAKLAND)				
On this Ith day of Julisuary, 1969, 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 To HALL				
acknowledged said instrument to be the free act and deed of said corporation.				
Frances J, Michaels, Notary Public Oakland County, Michigan				
Commission Expires Oct. 17 1969 Notary Public, Cakland County, Michigan				
My Commission Expires:				

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STATE OF MICHIGAN COUNTY OF MAGOMB) On this 17 day of January, 1966, before me the subscriber, a Notary Public in and for said County, appeared FRNGS + ('a por USCIO and , to me personally known, who being by me duly sworn did say they are the fres ide and of ERNEST CEMENT WORK CO., 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 FRNEST CAPORUSEIO and acknowledged said instrument to be the free act and deed of said corporation. Yacan County, Michigan My Commission Expires: /> - 25 (~) STATE OF MICHIGAN COUNTY OF On this 29th day of January, 1969, before me the subscriber, a Notary Public in and for said County, appeared CHRISTOPHER LASSALINE and DOROTHY LASSALINE, 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. Elizabeth M. Krena
Notary Public, Wayne County, Michigan

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

My Commission Expires: Notary Public, Wayne, County, Mich.

RETURN TO: HAROLD J. PINALES

2000 SECOND AVENUE - RM. 226 DETROIT, MICHIGAN 48226

ELIZAGETH M. KEENA

My Commission Expires Nov. 29, 1970

MEMORANDUM ORDER FOR GENERAL USE DE FORM NS 77 12-53	190' scond - Room 186	Moulon Square Apartments City of St. Clair Shores, Maco	
	Agreements and Resements	obtained.	
	OK to proceed with const	vetion.	
COPIESTO: V. J. And	res - 724 G.O.	SIGNED Stepher	In) form
	- Marketing - Mt. Clemens Office	Stephen A. HeNemee/ Staff Attorney	low /
REPORT		Lew Department	
-			
		· · · · · · · · · · · · · · · · · · ·	
DATE RETURNED	TIME	SIGNED	

RECORDED RIGHT OF WAY NO. 3596

THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit Mighigan 48226

September 5, 1969

Ernest Cement Work Company 28520 Little Mack St. Clair Shores, Michigan

Re: Moulon Square Apartments

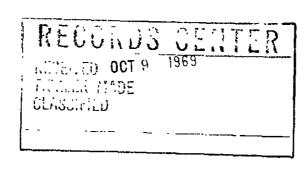
Gentlemen:

We are enclosing herewith a copy of the "as installed" Drawing No. 102-3-2411 for the underground electric and communication services for the above named project.

Very truly yours,

Staff Attorney

Enclosure /1hd



THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 13, 1969

Ernest Cement Work Company 28520 Little Hack St. Clair Shores, Michigan

Re: Moulon Square Apartments

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated <u>January 17. 1969</u> for the underground electric and communication services for the above named project.

Very truly yours,

Stephen A. McNamee Staff Attorney

SAMeN/kw

Enclosure

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 14, 1969

Mr. Chris Lassaline 37743 Greenwich Mt. Clemens, Michigan 48043

Dear Mr. Lassaline:

I have attempted to call you on the telephone several times without success. The Agreements and Essement Grants for the "Moulon Square Apartments" have been received, but there is no indication whether the signature of Ernest Caporuscie, as to his title, is an officer of the Ernest Cament Work Co. Further, the documents must be properly notarised before we can approve construction of the underground electrical system for this project.

Mr. Miles from our Port Huron Office, reported that he had talked to you and you had stated that this was a partnership arrangement. The enclosed copy of a Warranty Deed indicates that Ernest Cement Work Co. is a Michigan corporation, or at least title was taken in that name. Accordingly, the papers must be signed by an officer of that corporation.

Please contact either myself of Mr. Stephen McNamee at Woodward 2-2100, extension 2225 or 2226.

Very truly yours,

Keith L. Rosch Staff Attorney

KLR: 1hd

Enclosure

THE DETROIT EDISON COMPANY

MACOMB DIVISION

Mr. C. Lassaline 37743 Greenwich Mount Clemsns, Michigan 48043 DIVISION OFFICE
74 5. GRATIOT AVENUE
MOUNT CLEMENS, MICHIGAN, 48043
November 26, 1968

Re: Moulon Square Apartments 28967 Little Mack St. Clair Shores Macomb County. Michigan

Dear Sir:

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 \$ 567.00 based on estimated 420 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 //-26-68 . 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, employes, successors and assignees. 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,

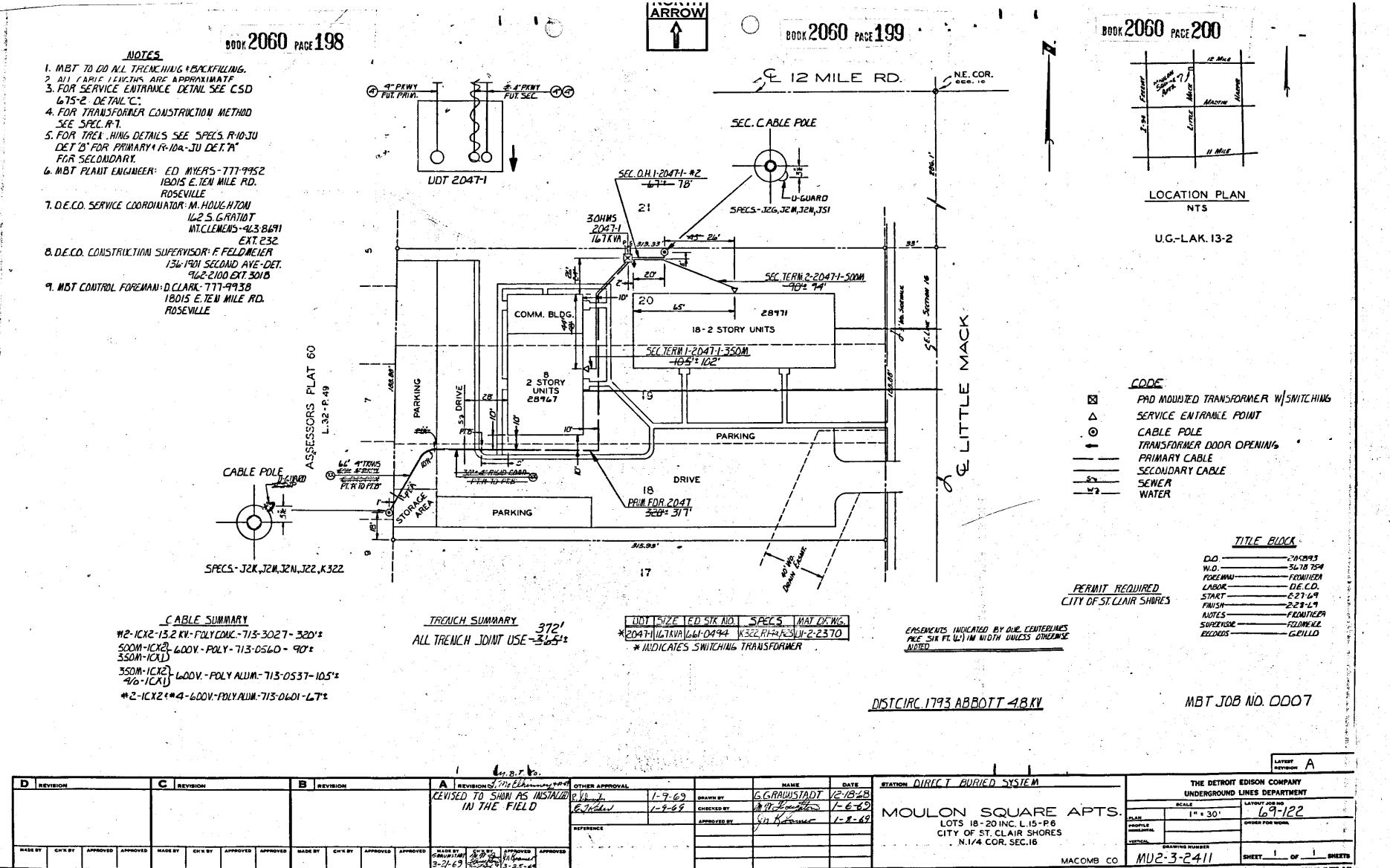
G.S. Kozak

Inspection Supervisor
Macomb Marketing

Kristophu Jassabie

Date:

RECORDED RIGHT OF WAY TO XX



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