

69 57790

Name of Project:

"Parkway East Apartments"

APARTMENTS

1-10/32

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 pole(s), and other utility facilities, in, under, over, upon and across an area six feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU 2-4-2013, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the City of Southfield, County of Oakland, 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

RECORDED FIRST OF MAY NO. 2321

*Southfield Town
10.32 - 1 -
W.H. W's of (D.E. Edison Co. & Bell)*

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 30th day of November, 1967.

Susan Harkowitz
SUSAN HARKOWITZ
Robert M. Boss
ROBERT M. BOSS

FEE HOLDER
HILL TOP COMPANY, a Michigan corporation
of 22060 Thirteen Mile Road
Birmingham, Michigan

By Howard T. Keating Pres
HOWARD T. KEATING
By _____

RECORDED RIGHT OF WAY NO. 25222

November 28, 1967

Mr. Lawrence Schester
25511 Southfield Road
Room 129
Southfield, Michigan

Re: Parkway East Apartments
Shiawassee and Beech Roads
City of Southfield - Oakland 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 \$4185.68 based on 1100 trench feet at the rate of \$3.81 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on September 28, 1967. Any changes in these locations may require an adjustment in the cost figures.

L.S.
November 17, 1967
to G.A. Brownell

~~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 we will make every effort to do so at our additional charge to be over and above the trenching cost stated above. We will proceed with the installation.~~

L.S.

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,
George Matthews
George Matthews
Asst. Division Manager

ACCEPTED

Lawrence Schester

Date: 11/30/67

OK - Per Brownell to EMB
RECORDED HIGHWAY OF WAY NO. 25287

In the Presence of:

LAND CONTRACT VENDEES

Susan Herkowitz
SUSAN HERKOWITZ
Robert M. Boss
ROBERT M. BOSS

Lawrence Schecter
Lawrence Schecter
Vivian Schecter
Vivian Schecter

Susan Herkowitz
SUSAN HERKOWITZ
Robert M. Boss
ROBERT M. BOSS

Ralph Levin
Ralph Levin
Estelle Levin
Estelle Levin
25511 Southfield Road
Southfield, Michigan 48075

APPENDIX "A"

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 32, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point on the centerline of Shiawassee Road, distant North 0° 05' East 903.58 feet and South 68° 14' 30" East 735.47 feet from the Southwest corner of Section 32 and proceeding thence North 0° 05' East 891.09 feet to a point on the centerline of the Rouge River; thence North 62° 05' East 132.44 feet; thence North 61° 35' East 125.00 feet; thence North 81° 20' East 132.00 feet; thence North 33° 45' East 90.00 feet; thence North 06° 55' East 126.00 feet; thence South 89° 55' East 35.00 feet; thence South 21° 45' East 51.50 feet; thence South 0° 11' West 1373.55 feet; thence North 68° 14' 30" West along the centerline of Shiawassee Road, 509.94 feet to the point of beginning, containing 12.167 acres, except any part taken, used or deeded for road purposes.

RECORDED FROM OF WAY NO. 25287

STATE OF MICHIGAN)
)
COUNTY OF Oakland) SS.

On this 30th day of November, 1967, before me the subscriber, a Notary Public in and for said County, appeared Howard T. Keating and _____, to me personally known, who being by me duly sworn did say they are the President and _____ of HILL TOP 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 Howard T. Keating and _____ acknowledged said instrument to be the free act and deed of said corporation.

Susan Herkowitz

SUSAN HERKOWITZ Notary Public, Oakland County, Michigan
My Commission Expires: ~~My Commission Expires Feb. 25, 1969~~

STATE OF MICHIGAN)
)
COUNTY OF Oakland) SS.

On this 30th day of November A. D., 1967, before me, the subscriber, a Notary Public in and for said County, personally appeared LAWRENCE SCHECTER and VIVIAN SCHECTER, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Susan Herkowitz

SUSAN HERKOWITZ Notary Public, Oakland County, Michigan
My Commission Expires: ~~My Commission Expires Feb. 25, 1969~~

RECORDED RIGHT OF WAY NO. 25287

STATE OF MICHIGAN)
COUNTY OF *Oakland*) SS.

On this 30th day of November A.D., 1967, before me,
the subscriber, a Notary Public in and for said County, personally appeared
RALPH LEVIN and ESTELLE LEVIN, his wife, known to me to be the persons who
executed the foregoing instrument and acknowledged the same to be their free
act and deed.

Susan Herkowitz

SUSAN HERKOWITZ
Notary Public, Oakland County, Mich.

Notary Public, Oakland County, Michigan

My Commission Expires: ~~My Commission Expires Feb 25, 1969~~

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

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

RECORDED
NOV 30 1967
11 30 AM '67
RECEIVED
NOTARY PUBLIC
DETROIT, MICHIGAN

RECORDED RIGHT OF WAY NO. 95287

APARTMENTS

1-12
3

AGREEMENT

THIS AGREEMENT, made this 30th day of NOVEMBER, 19 67,
between LAWRENCE SCHECTER and VIVIAN SCHECTER, his wife, and RALPH LEVIN and ESTELLE
LEVIN, his wife, of 25511 Southfield Road, Southfield, Michigan 48075

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, 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 _____
"Parkway East Apartments", on land in the City of Southfield,
County of Oakland, 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. 35287

6.00

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 theirs 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 of 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.

RECORDED RIGHT OF WAY NO. 23287

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:

Susan Herkowitz
Susan Herkowitz
Robert M. Boss
Robert M. Boss

Lawrence Schecter
Lawrence Schecter
Vivian Schecter
Vivian Schecter

Susan Herkowitz
Susan Herkowitz
Robert M. Boss
Robert M. Boss

Ralph Levin
Ralph Levin
Estelle Levin
Estelle Levin

THE DETROIT EDISON COMPANY

Hazel L. Brandau
Hazel L. Brandau

By: R. G. DORSEY
R. G. DORSEY, DIRECTOR
Properties and Rights of Way Dept.

Linda Dunbar
Linda Dunbar

By: Lillian J. H. Carroll
LILLIAN J. H. CARROLL, ASST. SECRETARY

Melford Hartman
MELFORD HARTMAN
BARBARA D'AGOSTINO
BARBARA D'AGOSTINO

MICHIGAN BELL TELEPHONE COMPANY
By: Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized signature)

APPENDIX "A"

A parcel of land in the West 1/2 of the Southwest 1/4 of Section 32, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, described as beginning at a point on the centerline of Shiawassee Road, distant N. 0° 05' East 903.58 feet and South 68° 14' 30" East 735.47 feet from the Southwest corner of Section 32 and proceeding thence North 0° 05' East 891.09 feet to a point on the centerline of the Rouge River; thence North 62° 05' East 132.44 feet; thence North 61° 35' East, 125.00 feet; thence North 81° 20' East 132.00 feet; thence North 33° 45' East 90.00 feet; thence North 06° 55' East, 126.00 feet; thence South 89° 55' East 35.00 feet; thence South 21° 45' East 51.50 feet; thence South 0° 11' West 1373.55 feet; thence North 68° 14' 30" West along the centerline of Shiawassee Road, 509.94 feet to the point of beginning, containing 12.167 acres, except any part taken, used or deeded for road purposes.

RECORDED RIGHT OF WAY NO. 25287

STATE OF MICHIGAN)
)
COUNTY OF Oakland) SS.

On this 30th day of November, A.D., 1967, before me, the subscriber, a Notary Public in and for said County, personally appeared LAWRENCE SCHECTER and VIVIAN SCHECTER, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Susan Herkowitz

SUSAN HERKOWITZ Notary Public, Oakland County, Michigan
Notary Public, Oakland County, Mich.
My Commission Expires: My Commission Expires Feb. 25, 1969

STATE OF MICHIGAN)
)
COUNTY OF Oakland) SS.

On this 30th day of November, A.D., 1967, before me, the subscriber, a Notary Public in and for said County, personally appeared RALPH LEVIN and ESTELLE LEVIN, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

Susan Herkowitz

SUSAN HERKOWITZ Notary Public, Oakland County, Michigan
Notary Public, Oakland County, Mich.
My Commission Expires: My Commission Expires Feb. 25, 1969

RECORDED RIGHT OF WAY NO. 25287

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 13th day of December, 1967, 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
DIRECTOR, Properties &
sworn did say they are the Rights of Way Dept. and **ASSISTANT SECRETARY**
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.

Suzanne E. Kromath
My Commission Expires: Nov. 20, 1970 Notary Public, Wayne County, Michigan

SUZANNE E. KROMATH
Notary Public, Wayne County, Michigan
My Commission Expires November 20, 1970
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 18th day of December, 1967, 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 acknow-
ledged said instrument to be the free act and deed of said corporation.

Frances J. Michaels
My Commission Expires: _____ Notary Public, Oakland County, Michigan

Frances J. Michaels, Notary Public
Oakland County, Michigan
Commission Expires Oct. 17 1969

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit, Michigan 48226

Det. Edson

RECORDED
MICHIGAN
COUNTY RECORDS
REGISTERED
NOV 29 AM 8 34
John D. Murphy
ATTORNEY AT LAW
DETROIT, MICHIGAN

RECORDED RIGHT OF WAY NO. 25387