APARTMENTS

Name of Project:
ANZICK BUILDING

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

66 52780

THE UNDERSIGNED, hereinafter called "GRANTOR", 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 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", 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 🖿 . attached hereto , 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 ease-, County of Oakland ments are located in land in the ____ City of Troy 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 (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

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RETURN TO
A. L. KASAMEYER
The D.troit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 2322

5.00

the Grantors shall have the right to make any other use of the land subject to such 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),
- 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

/// th day of april , 1966.

RECORDED RIGHT OF WAY NO. 2327

RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

UBER 4921 PAGE 828

Witnessed by:

James A. Anne Anzio

> Sunningdale Drive Bloomfield Hills, Michigan

STATE OF MICHIGAN) SS.

COUNTY OF OAKLAND)

On this 14th day of_ April A.D. 1966, before the undersigned, a Notary public in and for said county, personally appeared ANTHONY J. ANZICK and ANNE ANZICK, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed.

County, Michigan

My Commission expires Sept. 16, 1969

APPENDIX A

Lots 1 through 9 inclusive and lots 34 through 37 inclusive plus the vacated alley adjoining said lots of Mapleview Subdivision of part of the W_2 of SW 1/4 of Section 29, T2N, R11E City of Troy, Oakland County, Michigan according to the plat thereof recorded in Liber 47 Page 10, Oakland County Records.

Prepared By: E. W. Bronski 2000 Second Avenue

Detroit, Michigan 48226

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PECORDED RIGHT OF WAY AU

MEMORANDUM ORDER FOR GENERAL USE DE FORM HS 77 12-53		TO C. J. Martheleum - 646	6.9. DATE APRIL 14, 1966	
		RE: Assick Sidg City of Proy, Cakland County, Michigan Co		
		The secessary Sesement has be	on signed by the developer. It is	70 TO DEL
		order to proceed with constru	st100.	
	R. Ulsen	- 1901 Sassand - No. 184		
COPIES TO	t, Shively	* 1901 Accept * Sec. 186 y * 714 G.O. ybu = 728 C.O.	ingene W. Breneki:hn	7 C
	J. Millon	rendt - Poutiec Service Conter	Law Department	
	File			X
DATE RETURN	NED	TIME	\$IGNED	

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Mr. Anthony Ansick 955 Sunningdale Drive Bloomfield Hills, Michigan

Subject: Electric Service to Ansick Office Building 2820 West Maple, Troy, Michigan

Dear Hr. Ansick:

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 (6') six feet in width, which will be subsequently platted or provided by separate easement instrument at a cost of \$200.00, payment of which has been agreed to by Carl Perguson Electrical Company.

The future maintenance of our electric lines in the proposed easements does not include repair of damages to our lines and electrical equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we would expect reimbursement for repairs.

Sincerely.

Flored W. Level

Assistant Division Manager

FASIKE

ACCEPTED:

DATE: 4/25/

SACUBLE DE CAL NO MAY NO. 2377

LIBER 4921 PAGE 829 108 FG FG 54 COOL 11065 30.5 DRAWN WEART 7-22-60 TITLE w MAPLE 36 42 (٣ で立 () で () で () で () で S ...50, CAKLAND CO. $w^!$ A Ś THE DETROIT EDISON COMPANYS 104 = " RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226 NOTE OF STREET

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RECORDED RIGHT OF WAY NO.