26670

● LUR 970 Pages 689-693

Seaway Mobile Home Ranch (Addition)

TRAILER-MOBILE HOME

EASEMENT GRANT AND DECLARATION OF RESTRICTIONS

The undersigned, Seeway Mobile Home Ranc 1, Inc., Russell/and Emmabelle Sheldon, Vera Jacobs, Ronald and Barbara Jacobs, Garland a d Janet Jacobs
hereinafter called "GRANTOR(S)", in consideration f 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 facilities, above ground cable pole(s), and other above ground facilities necessary to said underground installations and equipment, in, under, over, upon and across land located in the City of Marysville , County of St. Clair , State of Michigan, described in Appendix "A", which is attached hereto and made a part hereof.

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, maintaining, and removing their underground and above ground facilities.

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

- 1. It is understood and agreed that the title to all electric and communication facilities of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON and BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
- 2. EDTSON 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.
- 3. No excavations (except for public utility purposes), no structures, trees, large shrubs, apparatus of any kind or changes of grade shall be allowed within three (3') feet to either side of the utility lines and equipment. Further EDISON or BELL shall have the right, without incurring any liability to the GRANTOR(s) for so doing, to trim or remove any trees, bushes, plants or roots of any kind which, in their sole opinion interferes with their facilities or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities 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), nor shall shrubs or foliage be permitted within five (5') feet of EDISON's secondary service pedestals.
- 5. The GRANTOR and subsequent owners shall own, maintain, install and replace, at their own expense, all of their service conductors for the distribution of electricity lying between the location of each trailer site and the location of EDISON's transformer(s) or secondary service pedestals.

- 7. BELL reserves the right to cross said property with its communication facilities to serve adjoining property and beyond.
- 8. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing of The Detroit Edison Company to show the location of the utilities stated herein and easements granted herein shall be limited to six (6') feet in width unless otherwise noted on said drawing.
- The foregoing easements, restrictions, and covenants shall run with the land and shall imure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.
- 10. Enforcement may be by civil proceeding against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.
- 11. 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	, GR	ANTOR(s) (has)	(have)	set	(its)	(their)	hand(s)	and
seal(s)	on t	his	2 1/2	day	of	James	iani	·	_, 19_	71.		
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IN THE PRESENCE OF:

Mobile Home Ranch, Inc. na Corporation Lot 84 50 Mack,

Port Buron, Michiga

722 1Lth Street

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	MARGARET A CARTMAN	Honold Lacobs
	AND ARTMAN	Ronald Jacobs
	Richard In lesson	Dalous Jacola
	RICHARD (LI. DESORCY /	Barbara Jacobs/ his wife 711 SE 11th Court
		Fort Lauderdale, Florida
/	X January Carrey	Sacland Jacoba
	JAN CONREY	Garland Jacobs
	X MALCINCIA DEE COMPTON	Janet Jacobs, his wife
	MELINUM LEE LUMP IUN	140 Vea LaCircula Dr.
	•	Redonda Beach, California 90277
		_
	State of Michigan	-
	County of It Class	
	on this 2 nd day of January	1970, before me appeared
	personally known, who being by me severally dul	y sworn, did say that they are
	respectively and	SEC PETARY of
	Seaway Mobile Home Ranch, Inc., a corporation co	
	State of Michigan and that the said instrument	
	said corporation by authority of its Board of D.	irectors and the said
	the said instrument to be the free act and deed	
	the said librithment to be the free act and deed	of the salt copporation.
	My commission expires	Motary Public Holan County, Michigan
		James N. Wacteggart
15	State of Michigan	Notary Public, St. Clair Co., etc., Mich.
Y	County of St. Clair	My commission expires Feb. 1, 1971
	On this <u>29th</u> day of <u>Necessales</u>	/, 1970, before me, the subscriber,
	a Notary Public in and for said County, personal	
	a man and wife to me known to be the persons, na	amed in and who executed the within
	instrument as vendor and acknowledged that they	executed the same as their free act
	and deed for the intents and purposes therein me	entioned.
	My commission expires March 6. 1972	Elizabeth C. Sopha

St Clair County, Michigan

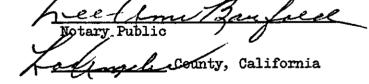
•	
•	State of Michigan
	County of It Clair
X	On this 2 miday of Canara, 1970, before me, the subscriber,
	a Notary Public in and for said County, personally appeared Vera Jacobs to me
	known to be the person, named in and who executed the within instrument as vendor
	and acknowledged that she executed the same as her free act and deed for the
	intents and purposes therein mentioned.
-	My commission expires 2-1-7/ Notary Public
	Ite Clair County, Michigan
	James N. Mactoggart
	Notary Fublic, St. Clair Course, Mich. My commission expires Feb. 1, 1971
	State of Florida
	County of BROWARD
	On this 7 day of March, 1970, before me, the subscriber,
	a Notary Public in and for said County, personally appeared Ronald and Barbara Jacobs,
	a man and wife to me known to be the persons, named in and who executed the within
	instrument as vendor and acknowledged that they executed the same as their free
	act and deed for the intents and purposes therein mentioned.
	My commission expires MY COMMISSION Excitation 15, 1971 TOURS THROUGH FRED W. DIESTELAGRSE RICHARD J. DESORCY RICHARD J. DESORCY RICHARD J. DESORCY RICHARD J. DESORCY
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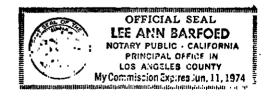
State of California County of selfingele

X

_ day of _ On this 2/ , 197∅, before me, the subscriber, a Notary Public in and for said County, personally appeared Garland and Janet Jacobs, a man and wife to me known to be the persons, named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned

My commission expires 6-11-7-4





APPENDIX "A"

"Assessors Plat of Dow Addition to the City of Marysville, Michigan," Being part of P.C. 406, T5N, R17E, St. Clair Township, St. Clair County, Michigan.

Description: Lot 7 "Assessors Plat of Dow Addition to the City of Marysville, Michigan," City of Marysville, St. Clair County, Michigan, and the West 33 ft. of P.C. 406 lying North of Lot 8, and East of the East line of said Lot 7 extended Northerly to the N. line of P.C. 406 as occupied, also Lot 6 except a parcel described as: Commencing at the S.W. corner of said Lot 6, thence S. 78° 18' 45" E. 137.0 ft. along the South lot line to the place of beginning of this exception, thence N. 11° 41' 15" E. 288.27 ft., thence S. 78° 18' 45" E. 200 ft. thence S. 11° 41' 15" W. 346.72 ft. to the said South Lot line, thence along said South Lot line N. 33° 18' W. 7.4 ft. to the P.C. of a 181.84 ft. radius curve to the left, said curve having a central angle of 45°, thence along the Arc of said curve 142.81 ft. to the passes of said curve thence N. 78° 18' 45" W. 66.23 ft. to the place of beginning of this excention.

RECORDED RIGHT OF WAY NO. 166/0

THE DETROIT EDISON COMPANY

ST. CLAIR DISTRICT

October 21, 1970

DISTRICT OFFICE
600 GRAND RIVER AVENUE
PORT HURON, MICHIGAN 48061

Mr. Robert Egle 30 Mack Maryovillo, Michigan

> Subject: Addition to Seaway Mobile Home Rench, Marysville, Michigan

Gentlemen:

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 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.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

ACCEPTED Robbet & Egle

RECOR	DS CENTER
Profession) APR	20 71
City	' <u>-</u> .
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TRAILER-MOBILE HOME

AGREEMENT

THIS AGREEMENT, made this Z^{MJ} day of January, 19 7/, by and between Seaway Mobile Home Ranch, Inc., A Michigan Corporation THIS AGREEMENT, made this Z ud day of 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 a Mobile Rose Court to be kno Server Mobile Home Ranch (Addition) on land in the City of Marysville County of st. Clair, State of Michigan, as described in Appendix "A", which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER has submitted the plan of said Mobile Home Court to EDISON and BELL and desires that EDISON and BELL install their lines underground, except necessary cable pole(s) for communications, and single phase, electric service, to serve said Mobile Home Court

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 provide joint easements satisfactory in form to EDISON and BELL for the installation of their underground electric and communication facilities.
- 2. To grade said easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that utility facilities 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 before trenching to properly indicate perimeter property lines, trailer lots, and the route of EDISON and BELL's distribution lines.
- 4. Underground sewer, water, gas and petroleum lines may cross EDISON and BELL lines but may not be installed parallel within the easements jointly used by EDISON and BELL for their respective electric and communication facilities.
- 5. To remove, at DEVELOPER's expense, all trees, shrubbery, roots or obstructions which may be necessary or required for installation of electric and communication lines in the trenches provided to the utilities, and to trench or provide for trenching and backfill for joint use facilities and EDISON's facilities at DEVELOPER's expense in accordance with separate letter agreement between EDISON and DEVELOPER. 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.
- 6. To pay all extra costs incurred by utilities if paving is done before cables or conduits are emplaced. Length of the

12, C 406

-1- Ma prince je 3.6/8"

(V. ramány Mabrie Dere Kirch des)

- 8. To own, furnish, install, and maintain on each Mobile Home lot a 120/240 volt meter pedestal of a type approved by EDISON, and

To provide adequate cabinet space on said pedestal for a terminating facility of a type and at a location approved by BELL.

- 9. Notwithstanding the fact that the DEVELOPER is the owner of certain of the facilities required for the furnishing of electricity to the occupants of each hobile home. In the DEVELOPER further covenants and agrees that EDISON may at all times and without interference, use the facilities of said DEVELOPER for the purpose of furnishing electricity to the occupants of each hobile home.
- 10. To prevent shrubs or foliage growing within five (5') feet of the front door of transformer(s) and within five (5') feet of EDISON's secondary service pedestals.
- 11. If subsequent to the installation by EDISON and BELL of their facilities it is necessary to move, modify, rearrange or relocate their facilities to conform to a new plot plan or change of grade made by the DEVELOPER or subsequent owners or, if the utility facilities are damaged by acts of negligence on the part of DEVELOPER of subsequent owners or by contractors for the DEVELOPER or subsequent owners, the changes or repairs shall be made by the utilities named herein, at the cost and expense of DEVELOPER or subsequent owners, and shall be paid forthwith to EDISON or BELL upon receipt of a statement therefor by DEVELOPER or subsequent owners. Subsequent owners are defined as those owning the land at the time the changes are made or the utility facilities are damaged.
- of DEVELOPER to perform each and every obligation imposed hereby, EDISON or BELL shall not be required to furnish said Mobile Home Court with electric or communication services and may, without liability on their part, or either of them, terminate this Agreement as to their individual service.

II. UTILITIES AGREE:

- 1. EDISON shall own, furnish, install and maintain, at its own expense, except costs and expenses set forth above, the transformer(s), secondary service pedestals, switching equipment, sweeps for customer service cables from the transformer(s) or secondary service pedestal(s), high voltage primary cables, EDISON's secondary cables located between the transformer(s) and EDISON's secondary service pedestal(s), meter enclosures for DEVELOPER's meter pedestals, and any conduit deemed necessary therefor by EDISON and located in said Mebile Home Court
- 2. EDISON shall meter and bill each Mobile Home occupant individually, except for lots used for transient occupancy which are separately metered and shall be billed to DEVELOPER at the standard rates established by the Michigan Public Service Commission.
- 3. BELL will furnish, install, own and maintain, at its own expense, (except costs and expenses set forth above), its communication facilities installed in the land described herein.

This Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

RECORDED RIGHT OF WAY NO. 266

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this 2 md day of	nereto have set their hands and seals
James N. MacTAGGART Edith Studaker EDITH STUDAKER	Seaway Mobile Home Ranch, Inc. BY: Labelt & Cali frus ROBERT G, EGIE PRESIDENT BY: A LIACE & GLE A. GRACE EGIE SECRETARY
	THOOK?
(Please type or print names under signature)	ASCOHDED RIGHT OF WAY NO. SUC
Hazel L. Brandau Land C. Kata IRENE C. KATA	BY: Real Estate and Rights of Way Dept. By: Lillian J. H. Carroll Assistant Secretary
Marsha Paulka Marsha Pavelka Melford Hartman Melford Hartman	BY: CARL T. HALL Staff Supervisor, Right of Way (Authorized signature)

STATE OF MICHIGAN
COUNTY OF St. Claw
On this 21st day of January, 1971, before me appeared Lobert & Cale Pres and William Egle to me personally known, who being by me severally duly sworn, did say that they are
respectively PRESIDENT and SECRETARY of
Seaway Mobile Home Ranch, Inc. , a corporation created and existing
under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said
corporation
My commission expires 2-1-7/ Notary Public H. Clair Gounty, Michigan. Notary Fuer County, Mich.

APPENDIX "A"

My commission capites Feb. 1, 1971

"Assessors Plat of Dow Addition to the City of Marysville, Michigan", Being part of P.C. 406, TSN, R17E, St. Clair Township, St. Clair County, Michigan.

Description: Lot 7, "Assessors Plat of Dow Addition to the City of Marysville, Michigan", City of Marysville, St. Clair County, Michigan, and the West 33 ft. of P.C. 406 lying North of Lot 8, and East of the East line of said Lot 7 extended Mortherly to the N. line of P.C. 406 that as occupied, also Lot 6 except a parcel described as: Commencing at the S.W. corner of said Lot 6, thence S. 78° 18' 45"

E. 137.0 ft. along the South lot line to the place of beginning of this exception, thence N. 11° 41' 15" E. 288.27 ft. thence S. 78° 18' 45" E. 200 ft. thence S. 11° 41' 15" W. 346.72 ft. to the said South Lot Line, thence along said South Lot Line N. 33° 18' W. 7.4 ft. to the P.C. of a 181.84 ft. radius curve to the left, said curve having a central angle of 45°, thence along the Arc of said curve 142.81 ft. to the place of said curve thence N. 78° 18' 45" W. 66.23 ft. to the place of beginning of this exception.

STATE OF MICHIGAN)
COUNTY OF WAYNE)
On this 14th day of April , 1971 , before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll
to me personally known, who being by me duly sworn, did say that they are the Director, R/E & R/W 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
instrument is the corporate seal of the said corporation, and that said instrument. was signed in behalf of said corporation by authority of its Board of Directors and W.C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.
My Commission expires: June 24, 1972 Notary Public ARENE C. KATA Wayne County, Michigan
STATE OF MICHIGAN) _{SS} COUNTY OF OAKLAND) On this
acknowledged said instrument to be the free act and deed of said Corporation. My Commission expires: Notary Public County, Mich.

MELFORD HARTMAN Notary Public, Wayne County, Mich. Acting in Oakland County My Commission Expires Oct. 3, 1971 MECOHDED RIGHT OF WAY NO. 126670

MEMORANDUM ORDER FOR GENERAL USE DE FORM MS 77 12-53	TO Eng. Coordinator Supe	ervisor - H-250 WSC DATE 4-8-71 TIME	
RF: UNL	ERGROUND SERV E - Serway MC	bile Home Ranch (A. Lition) - Marysville,	
	County of St. Clair	· <u> </u>	
Agreement-ease	ment-restrictions obtained.	OK to proceed with construction.	
COPIES TO: F.Cyernecki	- Pt. Huron Office	signed The square	
		P. A. Marquardt Law Department	
			
DATE RETURNED	TIME	SIGNED	

