

555 E 1858469 00012.00 DE

MOBILE HOME PARK

LIBER 982 PAGE 64
LIBER 975 PAGE 214

FEB 18 1972 10:20
at o'clock A.M.
Stewart A. Richards 528
555 E 479034 000005.00 DE

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 15th day of July, 19 71, by and between the undersigned Owners of land and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter called "BELL".

W I T N E S S E T H

Owners are developing a mobile home park in the Township of Casco, County of St. Clair, State of Michigan, and described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility services made by the parties hereto, it is mutually agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners to place survey stakes before trenching to properly indicate preimeter property lines, trailer lots and route of EDISON and BELL lines.

(4) Owners to provide for clearing the easements of trees, stumps, and obstructions sufficiently to allow trenching equipment to operate.

(5) Owners agree to provide adequate cabinet space or meter pedestal for a communications terminating facility of a type approved by BELL.

(6) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(7) Owners hereby grant to EDISON and BELL easements satisfactory to the utilities for electric and communication services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing, showing the location of said facilities and indicating the easements by their centerlines. Easements shall be six (6') feet in width unless otherwise indicated on said drawing.

(8) EDISON and BELL shall have the right of access at all times upon premises for the purpose of constructing, repairing and maintaining their electric and communication facilities.

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

*Casco Twp
J. 30
J.W. 1404 (American
State)*

RECORDED RIGHT OF WAY NO. 27585

(9) Easements herein granted are subject to the following restrictions:

- a. Said easements shall be subject to the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- b. Cement patios or pads for trailer utility sheds shall not be placed over utility lines.
- c. No shrubs or foliage shall be permitted within five (5') feet of the front doors of transformers.

(10) Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The foregoing agreement, easements, restrictions and covenants shall run with the land and shall inure 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.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first above written.

In the Presence of:

Hazel L. Brandau
Hazel L. Brandau

Irene C. Keta
IRENE C. KETA

THE DETROIT EDISON COMPANY

By W. C. Arnold
W. C. ARNOLD, DIRECTOR
Real Estate and Rights of Way Dept.
By Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka
MARSHA PAVELKA

Karen Guenther
KAREN GUENTHER

By Phillip G. Hilzinger
Phillip G. Hilzinger
Area Engineer
(Authorized signature)

AMERICANA ESTATES OF CASCO
A Michigan Co-Partnership
26717 York Road
Huntington Woods, Michigan

Constance Murray
Constance Murray

Thomacine Smith
Thomacine Smith

By S. L. Barbas
S. L. Barbas Partner

By _____
Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 22nd day of July, 19 71, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
Lillian J.H. Carroll, to me personally known, who being by me duly sworn
did say they are the Director, RE & 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 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
W. C. Arnold and Lillian J.H. Carroll acknowledged said
instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 28th day of July, 19 71, before me the subscriber,
a Notary Public in and for said County, appeared Phillip G. Hilzinger
to me personally known, who being by me duly sworn did say that he is the
Area Engineer 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 Phillip G. Hilzinger
acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

My Commission Expires: _____

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

RECORDED RIGHT OF WAY NO. 247585

MORANDUM ORDER
FOR GENERAL USE
OE FORM MS 77 12-53

TO **Engineering Coordinator Supervisor**
Building N-250, Huron Service Center

DATE **7-21-71**

TIME _____

Re: Underground Service, American Estates, Casso Twp., St. Clair County

Agreements and Easements obtained. OK to proceed with construction.

COPIES TO **M. Noughton, Pt. Huron Office**
file

SIGNED

P.A.M.
Peter A. Marquardt/1hd
Law Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 4, 1971

York Management Company
17520 West Twelve Mile Road
Southfield, Michigan

Re: American Rates

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated July 15, 1971 for the underground electric and communication services for the above named project.

Very truly yours,

P.A.M.

Peter A. Margardt
Law Department

PAM:emt

Enclosure

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 3, 1972

Mr. S. L. Barbas
York Management Company
17520 West Twelve Mile Road
Southfield, Michigan 48075

RE: Americana Estates of Casco

Dear Mr. Barbas:

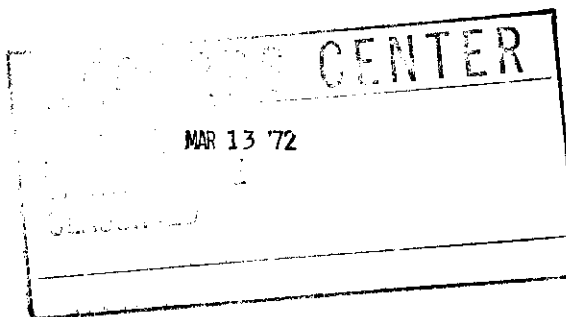
We are enclosing herewith a copy of the "as installed" Drawing No. SU2-4-2806A for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff
Staff Attorney

JJD:jpm

Enclosure



RECORDED RIGHT OF WAY NO. 27585

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 13, 1971

Tork Management Company
17520 W. Twelve Mile Road
Southfield, Michigan 48075

Attention: Mr. S. L. Barbas

Re: Americana Estates

Gentlemen:

Enclosed is the original and three copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us

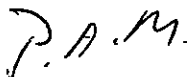
In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Your attention is called to Paragraph No. 6 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

Peter A. Marquardt, Room 226, 2000 Second Avenue,
Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,



Peter A. Marquardt
Law Department

: lhd
Enclosures

RECORDED RIGHT OF WAY NO. 17585

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

January 5, 1971

Mr. S. L. Barbas
York Management Company
17520 West Twelve Mile Road
Southfield, Michigan 48075

SUBJECT: Americana Estates of Gaseco

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 \$ 33,700.00 based on 16,850 estimated trench feet at the rate of \$ 2.00 per trench foot. This estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on 11-10-69. Upon completion, field measurements may require an adjustment in this cost figure. Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made therefor shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

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 will require reimbursement for any such damage.

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,


Service Planner

ACCEPTED



Date: 1-4-71

RECORDED RIGHT OF WAY NO. 37585

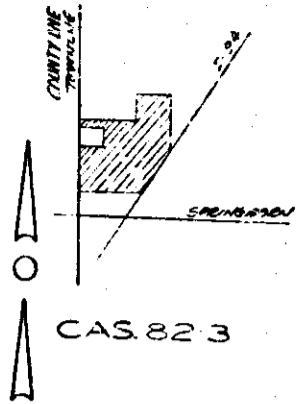
RECORDED

INDEXED

RECORDED RIGHT OF WAY NO. 87585 1-1

SSSIC

APR 25 2015



COUNTYLINE
E TOWNSHIP

10°02'50"W 66.0'

10°02'50"W 140.03'

A

A

ERRATAS

SANDY CT

27585
PROPERTY RIGHTS OF MAY MO

PRIMARY CABLE POLE #4
SPEC. K.321, J2F2, J21

N 89° 57' 55" E 649.76'

MIDDLE LN.

N 8° 25' 50" W 868.87'

BART DR.

BART DR.

AMERICANA LN.

MIDDLE LN.

BUD LN.

SADDLE LN.

LOIS CT

585° 28' 55" W 304.93'

SEC. 2-2132-3-350M
60'±

N 89° 57' 55" E 505.08'

SEC. 3-P2-2132-3-350M
207'± 226'±

P2-2132-3

P3-2132-3

5211

5215

5218

5221

5222

5223

5224

5225

5226

5227

5228

5229

5230

10475

10478

10471

10469

10467

10465

10463

10461

10459

10457

10455

10453

10451

10449

10447

10445

10443

10441

10439

10437

10435

10433

10431

5203

5205

5207

5209

5211

5213

5215

5217

5219

5221

5223

5225

5227

5229

5231

5233

5235

5237

5239

5241

5243

5245

5247

5197

5199

5201

5203

5205

5207

5209

5211

5213

5215

5217

5219

5221

5223

5225

5227

5229

5231

5233

5235

5237

5239

5241

5191

5193

5195

5197

5199

5201

5203

5205

5207

5209

5211

5213

5215

5217

5219

5221

5223

5225

5227

5229

5231

5233

5235

5185

5187

5189

5191

5193

5195

5197

5199

5201

5203

5205

5207

5209

5211

5213

5215

5217

5219

5221

5223

5225

5227

5229

5246

5248

5250

5252

5254

5256

5258

5260

5262

5264

5266

5268

5270

5272

5274

5276

5278

5280

5282

5284

5286

5288

5290

5296

5298

5300

5302

5304

5306

5308

5310

5312

5314

5316

5318

5320

5322

5324

5326

5328

5330

5332

5334

5336

5338

5340

5346

5348

5350

5352

5354

5356

5358

5360

5362

5364

5366

5368

5370

5372

5374

5376

5378

5380

5382

5384

5386

5388

5390

5396

5398

5400

5402

5404

5406

5408

5410

5412

5414

5416

5418

5420

5422

5424

5426

5428

5430

5432

5434

5436

5438

5440

5446

5448

5450

5452

5454

5456

5458

5460

5462

5464

5466

5468

5470

5472

5474

5476

5478

5480

5482

5484

5486

5488

5490

5496

5498

5500

5502

5504

5506

5508

5510

5512

5514

5516

5518

5520

5522

5524

5526

5528

5530

5532

5534

5536

5538

5540

5546

5548

5550

5552

5554

5556

5558

5560

5562

5564

5566

5568

5570

5572

5574

5576

5578

5580

5582

5584

5586

5588

5590

5596

559

RECORDED RIGHT OF WAY NO. 87585

RECORDS OFFICE
ST. CLAIR COUNTY
Received for record the **FEB 18 1972**

day of _____ A.D. 19
at 10:20 A.M., and recorded in
Book _____ of _____
[Signature]
REGISTER OF DEEDS

1000

58512

RECORDED