

REGISTERS OFFICE  
ST. CLAIR COUNTY

NOV 9 1971

LIBER 982 PAGE 129

LIBER 978 PAGE 881

KETTLEWELL RESID.  
FEB 1 1972

Recorded at 10:20 o'clock # 11  
STEWART A. RICHARDS, Register of Deeds.

Received for record the day of D. 19 at 10:20 o'clock A.M. and recorded in Liber 978 of Deeds

*Stewart A. Richards*  
REGISTER OF DEEDS

AGREEMENT - EASEMENT - RESTRICTIONS

555 2 9F3932 000006.00

This instrument made this 18th day of October, 1971, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

WHEREAS, Owners are developing land in the Township of Clyde, St. Clair County, Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby 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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the sketch which is attached hereto and made a part hereof.
- (3) Owners will place survey stakes indicating property lot lines before trenching.
- (4) Where sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.
- (5) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.
- (7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.
- (8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.
- (9) 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 attributable 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

RECORDED RIGHT OF WAY NO. 27592  
555 2 1F7703 000009.00

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.

*Clyde*  
*11.15*  
*7E14, SW 1/4 of*  
*(Kettlewell*  
*Residence)*

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.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities at the front or rear property line to the meter or communication building entrance point as the case may be.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission. Owner to pay cost of conduit installed to accomodate patios or similar site conditions. The Owner will be responsible for the extra costs involved if trenching is required while the ground is either soggy or frozen.

(12) EDISON will own and maintain the secondary service lateral from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

This Agreement-Easement-Restriction shall run with the land and 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 undersigned have set their hands and seals the day and year first above written.

In the Presence of:

Hazel L. Brandau  
Hazel L. Brandau

Irene C. Kata  
IRENE C. KATA

Linda M. Hoffman  
LINDA M. HOFFMAN

Marsha Pavelka  
MARSHA PAVELKA

Donna Lee Galbraith  
DONNA LEE GALBRAITH

Donald E. Fisher  
DONALD E. FISHER

THE DETROIT EDISON COMPANY

By W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way, Dept.

By Lillian J. Campbell  
LILLIAN J. CAMPBELL ASST. SECRETARY

MICHIGAN ELECTRIC LIGHT AND POWER COMPANY

By Phillip G. Hilzinger  
Phillip G. Hilzinger, Area Engineer  
State Superintendent, Rights of Way  
(authorized signature)

William Kettlewell  
William Kettlewell

Gayle Kettlewell  
Gayle Kettlewell  
5755 Beard Road  
North Street, Michigan 48049

RECORDED RIGHT OF WAY NO. 47598

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 22nd day of October, 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. K...  
IRENE C. K...  
Notary Public, Wayne County, Michigan

My Commission Expires: June 24, 1972

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 27<sup>th</sup> day of October, 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 ~~Staff~~  
Area Engineer  
~~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 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, Michigan  
Acting In Oakland County  
My Commission Expires Sept. 15, 1975

RECORDED RIGHT OF WAY NO. 17548

STATE OF MICHIGAN )  
COUNTY OF ST. CLAIR SS.

On this 18th day of OCTOBER, 1971, before me the subscriber a Notary Public in and for said County, personally appeared WILLIAM KETTLEWELL and GAYLE KETTLEWELL, 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.

Donald E. Fisher  
Notary Public, ST. CLAIR County, Michigan  
My Commission Expires July 5, 1975

"APPENDIX A" (Page 1)

Commencing at the interior corner of Section 15, Town 7 North, Range 16 East, Clyde Township, St. Clair County, Michigan; thence North 362.27 feet along the North and South 1/4 line of said Section 15 to the point of beginning of this description; thence East 178.00 feet; thence North 250.00 feet; thence West 178.00 feet to the North and South 1/4 line; thence South 250.00 feet to the beginning. Also including an easement in common 15.00 feet wide commencing at a point 163 feet East of the said North and South 1/4 line on the North side of said property and running Easterly approximately 389.00 feet, and then Northerly to M-136 (Beard Road).

Parcel B (Center)

Commencing at the interior corner of Section 15, Town 7 North, Range 16 East, Clyde Township, St. Clair County, Michigan; thence North 362.27 feet along the North and South 1/4 line of said Section 15; thence East 178.00 feet to the point of beginning of this description; thence North 250.00 feet; thence East 178.00 feet; thence South 250.00 feet; thence West 178.00 feet to the beginning. Also including an easement in common 15.00 feet wide on the North side of said property and running Easterly approximately 374.00 feet from the Northwest corner of said property, and then Northerly to M-136 (Beard Road).

Parcel C (East)

Commencing at the interior corner of Section 15, Town 7 North, Range 16 East, Clyde Township, St. Clair County, Michigan; thence North 362.27 feet along the North and South 1/4 line of said Section 15; thence East 356.00 feet to the point of beginning; thence North 250.00 feet; thence East 211.00 feet; thence South 250.00 feet; thence West 211.00 feet to the beginning. Also including an easement in common 15.00 feet wide on the North side of said property and running Northerly to M-136 (Beard Road) from the Northeast corner of said description.

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

RETURN TO: James C. Wetzel  
2000 Second Avenue - Rm. 226  
Detroit, Michigan 48226

RECORDED RIGHT OF WAY NO. 27592

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisor  
Building H-250, W.S.C.

DATE 10-20-71

TIME \_\_\_\_\_

Re: Underground Service, Kettlewell Residence, Clyde Twp., St. Clair County  
Agreements and Easements obtained. OK to proceed with construction.

COPIES TO R. Smith, Pt. Huron Office  
file

SIGNED

*P.A.M.*

Peter A. Marquardt  
Law Department/lhd

REPORT \_\_\_\_\_

DATE RETURNED \_\_\_\_\_

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

January 19, 1972

Mr. and Mrs. William Kettlewell  
5755 Beard Road  
North Street, Michigan 48049

Re: Kettlewell Residence

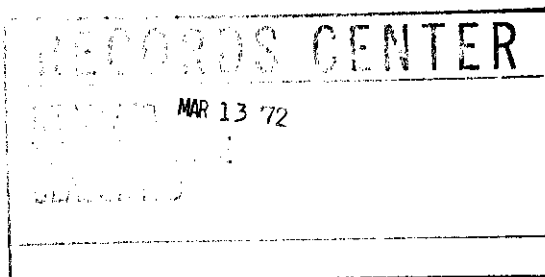
Dear Mr. and Mrs. Kettlewell:

We are enclosing herewith a copy of the "as installed" drawing number U-79508 for the underground electric and communication services for the above named project.

Very truly yours,

James J. Daskaloff  
Staff Attorney

JJD:lhd  
Enclosure



RECORDED HIGHWAY OF WAY NO. 2752

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

November 1, 1971

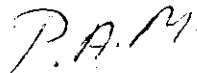
Mr. and Mrs. William Kettlewell  
5755 Beard Road  
North Street, Michigan 48049

Re: Kettlewell Residence

Dear Mr. and Mrs. Kettlewell:

We are enclosing herewith a fully executed copy of the Agreement dated October 18, 1971 for the underground electric and communication services for the above named project.

Very truly yours,



Peter A. Marquardt  
Law Department

PAM: lhd

Enclosure

RECORDED RIGHT OF WAY NO.

27592

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Date: **October 25, 1971**

**Mr. William Katticewell**  
**3735 Beard Road**  
**North Street, Michigan 48049**

Re: **Bill Katticewell Subdivision**

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 feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 10-25-71.

The total cost to you for said electric line installation is \$1,207.00 based on \$1.00 trench feet or - lot front feet calculated at rates as filed with the Michigan Public Service Commission and as shown in our current Rate Book for this type of development. We will require full payment of these charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission, and in the case of Multiple Occupancy buildings are included in the above costs.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

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.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

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

Very truly yours,

ACCEPTED:

Name William Katticewell  
Title Owner  
Date 10-25-71

W.R. Smith  
Service Planner

RECORDED HIGHWAY DEPT MAY NO. 275923



# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

October 5, 1971

Mr. and Mrs. William Kettlewell  
5755 Beard Road  
North Street, Michigan 48049

Re: Underground Service - Residence

Dear Mr. Kettlewell

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. 9 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:

Stephen A. McNamee, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2226).

Very truly yours,

  
Stephen A. McNamee  
Senior Staff Attorney

: lhd  
Enclosures

RECORDED RIGHT OF WAY NO. 275-23

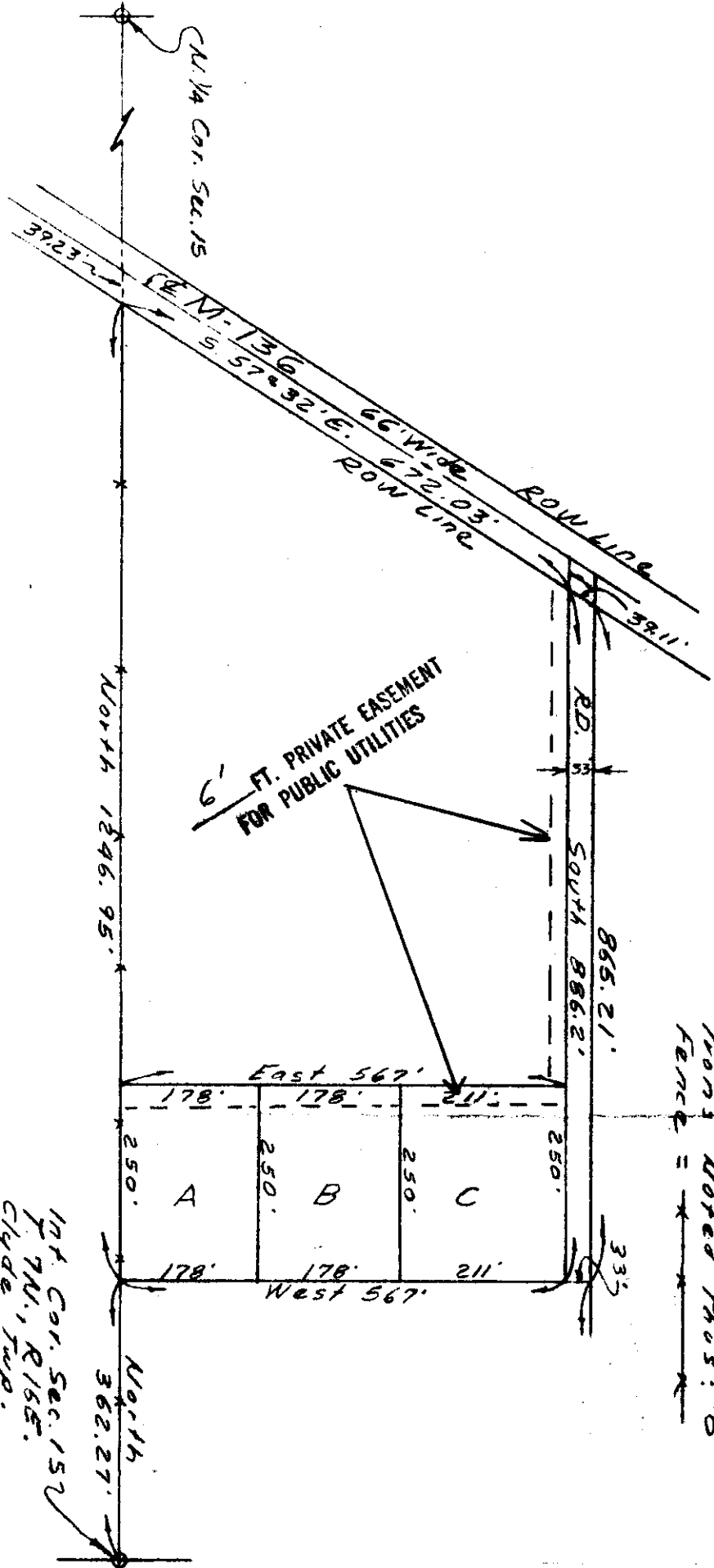
F-943

APPENDIX 'A' Page 2

MAP OF LAND IN THE W 1/2 OF THE N E. 1/4 OF SEC. 15 T. 7N., R. 16E. CLYDE TWP., ST. CLAIR CO., MICH.  
For William Kattienwall Sept 22, 1971 By Collins Eng'g. Co.

RECORDED RIGHT OF WAY NO. 87

Scale: 1" = 200'  
Fence = X



6' FT. PRIVATE EASEMENT FOR PUBLIC UTILITIES

North 1296.95'

North 362.27'

East 567'

West 567'

A

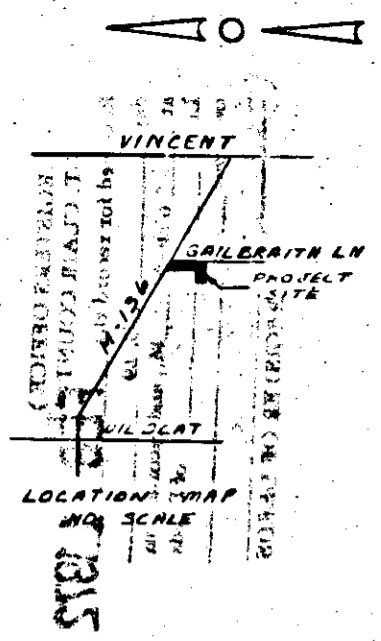
B

C

1/4 Cor. Sec. 15  
T. 7N., R. 16E.  
Clyde Twp.,  
St. Clair Co., Mich.

F-943

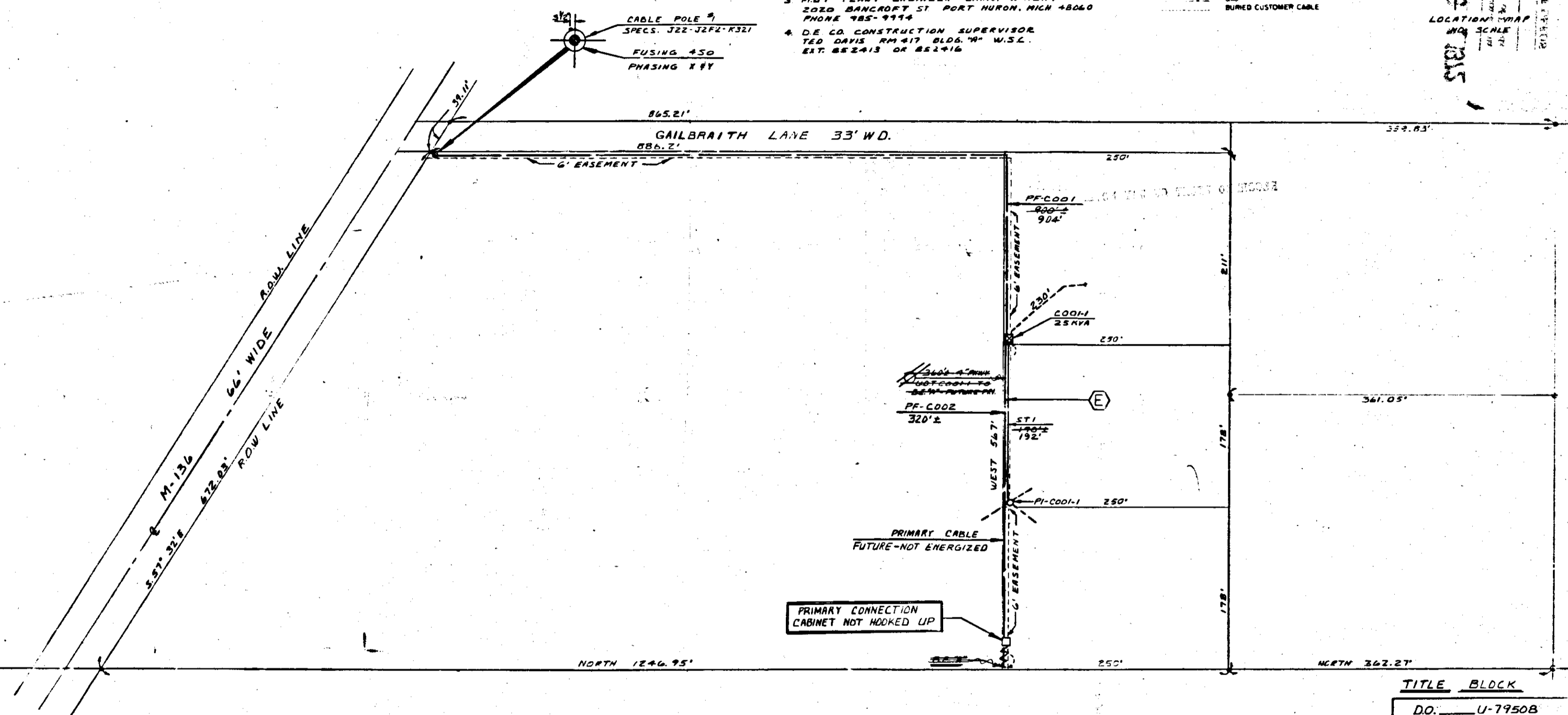
F-94



**NOTES**

1. D.E. CO. TO DO ALL TRENCHING AND BACKFILL
2. D.E. CO. SERVICE PLANNER RICHARD SMITH  
PORT HURON OFFICE EXT. 83246
3. M.B.T. PLANT ENGINEER BARRY WRIGHT  
2020 BANCROFT ST. PORT HURON, MICH 48060  
PHONE 485-9994
4. D.E. CO. CONSTRUCTION SUPERVISOR  
TED DAVIS RM #17 BLDG. "A" W.S.L.  
EXT. 852413 OR 852416

- RAD. MOUNT TRANSFORMER
- RAD. MOUNT TRANSFORMER WITH TAPPING
- SECONDARY PEDESTAL
- PRIMARY SWITCH CABINET
- CABLE POLE
- SECONDARY TERMINAL
- DIRECTION TRANSFORMER DOOR OPENING
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY MAIN
- 10" POT. EDISON TRENCH ONLY
- 18" POT. EDISON TRENCH ONLY
- PROPOSED CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE



**TRENCHING SUMMARY**

JOINT TRENCHING	= 850' ± 1082'
D.E. CO. TRENCHING ONLY	= 358' ± 308'
TOTAL TRENCHING	= 1208' ± 1390'

UDT NO	SIZE	ED STK. NO.
COO1-1	25KVA	661-0491

TRANS. MAT DRWG. U1-2-2370  
TRANS. SPEC. K32, R14b, R25  
\* INDICATES SWITCHING TRANS.

**CABLE SUMMARY**

PRIMARY CABLE  
IT. NO. 2 PEC 12 13.2KV 713-3027 = 900' ± 1224'

SECONDARY CABLE  
IT. NO. AP 2-350 & 1-1/0 600V 713-0537 = 200' ± 192'

IT. NO. 2-210 & 1-1/0 600V 713-0614 = 230'

**TITLE BLOCK**

DO. U-79508  
W.D. 367B10J308  
FORE. R. KLIMBAL  
NOTES. R. KLIMBAL  
RECORDS. L. GIARDINI  
START. 11-23-71  
FINISHED. 11-26-71  
SUPER. T. DAVIS  
M.B.T. JOB NO. 2917

**PERMITS**  
CLYDE TOWNSHIP (NOTIFICATION ONLY)

**NOTE**- THE LOCATION OF THE SECONDARY SERVICES ON THIS DRAWING ARE NOT GUARANTEED. CALL DETROIT EDISON BEFORE ADDING ANY EXCAVATION.

W.D. 367B10J308  
DIST. CIR. 302 PARKER RD. - 4.8KV

D	C	B	A	OTHER APPROVAL	NAME	DATE	STATION	THE DETROIT EDISON COMPANY TRANSMISSION AND DISTRIBUTION DEPARTMENT
			CHANGED TO SHOW "AS INSTALLED IN THE FIELD"		DAN DEBUS	11-6-71	Kettlewell SUB'N	SCALE: 1" = 50'
					R. PARKER	11-12-71	PART OF THE 1/4 SEC 15	DATE FOR USE
					W. W. ...	11-16-71	CLYDE TWP. ST. CLAIR CO.	11-26-71
								U-79508 SHEET 1 OF 1

REGISTERS OFFICE )  
ST. CLAIR COUNTY )  
Received for record the **FEB 19 1972**

day \_\_\_\_\_ A.D. 19 \_\_\_\_\_  
at 10:20 o'clock A.M., and recorded in  
Liber \_\_\_\_\_ of Deeds  
on this \_\_\_\_\_ day of \_\_\_\_\_

*Edward C. French*  
REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. *27692*

