

MOBILE HOME PARK

SANDPIPER MOBILE HOME ESTATES ADDITION

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 22nd day of Oct, 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 Worth, County of Sanilac, 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.

DE FORM LE 9 1-71 CS

RECORDED RIGHT OF WAY NO. 27709

1972 FEB 24 AM 10:58
LIBER NO. 358 PAGE NO. 227
1971 NOV -9 AM 9:58
LIBER NO. 356 PAGE NO. 315
MARICE D. TURNER
REG. CLERK OF RECORDS
STATE OF MICHIGAN
land
x.6
7/21/47
(D. J. Turner)
Mobile Home
Estates Add.)

(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. Kata
IRENE C. KATA

Linda M. Loffman
LINDA M. LOFFMAN

Marsha Pavelka
MARSHA PAVELKA

Olive M. Adams
OLIVE M. ADAMS

Bonnie R. Wilson
BONNIE R. WILSON

James J. Cook
DE FORM LE 9 1-71 CS
JAMES J. COOK

Louise M. Sheldon
LOUISE M. SHELDON

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

By: *Phillip G. Hilzinger*
Phillip G. Hilzinger, Area Engineer
~~Staff Supervisor, Rights of Way~~
(Authorized signature)

LAND CONTRACT SELLERS

By: *Kenneth E. Peterson*
Kenneth E. Peterson

By: *Janet C. Peterson*
Janet C. Peterson, his wife

LAND CONTRACT PURCHASERS

By: *Harold H. Brown*
-2- Harold H. Brown


By: *Patricia A. Brown*
Patricia A. Brown, his wife
6103 S. Lakeshore Road
Lexington, Michigan 48450

RECORDED RIGHT OF WAY NO. 27722

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 26th 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. Kaya
IRENE C. KAYA
Notary Public, Wayne County, Michigan



My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 28th 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

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting In Oakland County
My Commission Expires Sept. 15, 1972

My Commission Expires: _____

PREPARED BY: Peter A. Marquardt
2000 Second Avenue
Detroit, Michigan 48226

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

RECORDED RIGHT OF WAY NO. 27709

1st recording
LIBER 356 PAGE 318

STATE OF MICHIGAN }
COUNTY OF Sanilac } SS.

On this 22 day of October, 1971, before me the subscriber, a Notary Public in and for said County, appeared KENNETH E. PETERSON and JANET C. PETERSON, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 12-21-72

Louise M. Sheldon
LOUISE M. SHELDON
Notary Public, Sanilac County, Michigan

STATE OF MICHIGAN }
COUNTY OF Sanilac } ss.

On this 22 day of October, 1971, before me the subscriber, a Notary Public in and for said County, appeared HAROLD H. BROWN and PATRICIA A. BROWN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 12-21-72

Louise M. Sheldon
LOUISE M. SHELDON
Notary Public, Sanilac County, Michigan

"APPENDIX A"

Land in the Township of Worth, County of Sanilac and State of Michigan, described as follows: That parcel of land commencing at a point 33 feet South and 50 feet East from the Northwest corner of Fractional Section 6, Town 9 North, Range 17 East, thence South 361.5 feet to the place of beginning; thence North 89 degrees 21 minutes East to the shore of Lake Huron; thence Southerly along the shore of Lake Huron to a point 717.30 feet due South; thence North 89 degrees 33 minutes West to the East line of Highway U.S. 25; thence North along the East line of Highway U.S. 25 to the place of beginning, being a part of the Northwest 1/4 of Fractional Section 6, Town 9 North, Range 17 East.

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

RECORDED RIGHT OF WAY NO. 27709

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 1, 1971

Mr. Harold Brown
6103 S. Lakeshore Road
Lexington, Michigan

Re: Scripster Mobile Home Estates Addition

Dear Mr. Brown:

We are enclosing herewith a fully executed copy of the Agreement dated October 22, 1971 for the underground electric and communication services for the above named project.

Very truly yours,

P.A.M.
Peter A. Marquardt
Law Department

PAM: lhd

Enclosure

RECORDED RIGHT OF WAY NO. 27729

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 9, 1972

Mr. Harold Brown
6103 S. Lakeshore Road
Lexington, Michigan

RE: Sandpiper Mobile Home Estates
Addition

Dear Mr. Brown:

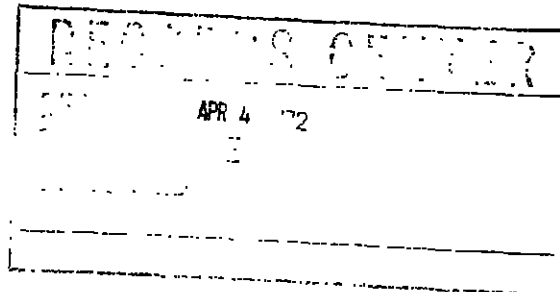
We are enclosing herewith a copy of the "as installed"
Drawing No. U-99501 for the underground electric and communication
services for the above named project.

Very truly yours,


James J. Daskaloff
Staff Attorney

JJD:jpm

Enclosure



RECORDED HIGHWAY OF WAY NO. 87709

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

TO Engineering Coordinator Supervisor DATE 10-22-78 TIME _____
Build # N-250, Warren Service Center

Re: Underground Service, Sculptor Mobile Home Station Addition, North Troy,
Sanilac County, Michigan

Agreements and comments obtained. OK to proceed with construction.

COPIES TO J. EAST, Warren District Office
File

SIGNED P.A.M.
Feder A. Marquardt/ld
Law Department

REPORT _____

DATE RETURNED _____ TIME _____ SIGNED _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 12, 1971

Mr. Harold Brown
6103 S. Lakeshore Road
Lexington, Michigan 48450

Re: Sandpiper Mobile Home
Estates Addition

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:

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

Very truly yours,

P.A.M.

Peter A. Marquardt
Law Department

: mnt
Enclosures

RECORDED RIGHT OF WAY NO. 27709

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Mr. Harold Brown
6103 South Lakeshore Road
Lexington, Michigan 48450

Date: July 8, 1971

Re: Sandpiper Mobile Home Estates

Gentlemen:

Pursuant to our previous agreement with you relative to underground service to the above project, you have requested that all service laterals be installed in conjunction with the main underground feeder lines.

You have agreed that all metering pedestals will be installed and existing at the time work begins on this project.

Based upon the above agreement, The Detroit Edison Company will install the service laterals at the time of the installation of the main feeder cables, and the charge to you will be \$619 for 405 feet of service lateral trench. The trench feet for these service laterals will be established as the straight line distance from the main line trench to your metering pedestal. We will require full payment of these charges prior to energizing the system.

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 Harold Brown

Jack M. Haas
Service Planner

Title owner

Date 8-10-71

RECORDED RIGHT OF WAY NO. 27704

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

TO Engineering Coordinator Supervisors
Bldg. H, Room 250 W.S.C.

DATE 3-13-72

TIME _____

RE: Underground Service - Walnut Lakes Hills Subdivision, West Bloomfield,
Oakland County, Michigan.

Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: D. Foley, Pontiac Service Center

SIGNED

C. George Williams

C. George Williams

REPORT File ✓

Real Estate and Rights of Way Dept.

DATE RETURNED _____

TIME _____

SIGNED _____