APARTMENTS by and beta organized New York having jur expense of t having to expense or terminate or when the contract of the contract of the contract or the con and communica showing the dicating the 8iz (6') of showing the plantage a installed conterline of essements grants as show on drawing attached her RETURN TO RECEIVED TO THE A CO J. BROWN
THE DETROIT EDISON COMPANY **CLASSIFIED** 600 GRAND RIVER AVE. PORT HURON, MICHIGAN 48060

LIBER 445 PAGE 30

AGREEMENT - EASEMENT - RESTRICTIONS

This	instrument m	ade this_	5th day o	f November	, 19 <u>73</u>
by and between the	undersigned	Owners and	d THE DETRO	IT EDISON COMPANY,	a corporation
organized and exist	ting concurre	ently under	r the laws o	f the states of Mi	chigan and
New York, of 2000	Second Avenue	, Detroit	, Michigan	8226, hereinafter	referred to
as "EDISON", and C	ontinental To	elephone C	o., a Michi	gan corporation of	P.O. Box 658,
Pinconning, Mich.	48650	of M	lichigan , l	nereinafter referr	ed to as
Con-Tel .			,		

WITNESSETH:

	WHEREAS,	Owners are erect	ing apartments kr	nown as A	LPINE
VILLAGE	NORTH	, on land in the	Village	of C	aro ,
County of_	Tuscola	, State of Mich	igan, as describe	d in Appen	dix "A", attached
hereto and	made a part	hereof, and EDIS	ON and Con-Tel	will inst	all their electric
and communi	ication faci:	lities undergroun	d except necessar	y above gr	ound equipment.

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) Owners must certify to EDISON and <u>Con-Tel</u> that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and Con-Tel , 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 Con-Tel upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and Con-Tel 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 reimbursement shall be paid to EDISON or Con-Tel upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to EDISON and Con-Tel easement for electric and communication underground 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 utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing.
 - (5) Easements herein granted are subject to the following restrictions:
 - a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
 - b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

See 34 (EV) of (Cly Virgan 724 1)

436 384-387

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

RETURN TO

J. BROWN
THE DETROIT EDISON COMPANY
600 GRAND REVER AVE.
PORT HUROS, MECCHEAN 48060

RECORDS CENTER I

LIBER 436 PAGE386UBER 445 PAGE 32

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)
On this 16th day of November, 1973, 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.
_ in a Cate
Notary Public, Wayne County, Michigan we
My Commission Expires: May 14, 1976
Hy Commission Expires: 1200
STATE OF MICHIGAN) SS.
COUNTY OF)
On this 3rd day of December , 1973, before me the subscriber,
a Notary Public in and for said County, appeared J.A. Feaster & Frank D. LaPratt
to me personally known, who being by me duly sworn did say that he is <u>District Mgr.</u>
& Area OSP Engineer authorized by and mfor Continental Tel. of Michigan.
corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and J.A. Feaster & F.D. LaPratt
——————————————————————————————————————
acknowledged said instrument to be the free act and deed of said corporation.
The Market Town
Notary Public, Bay County, Michigan
My Commission Expires: April 27, 1977
ranga kanangan dalam

 $\Sigma^{(S)}$

APPENDIX "A"

LIBER 445 PAGE 33

Part of the Southeast quarter of section 34, Town 13 North, Range 9 East, described as commencing at a point on the South line of said Section 34 which is North 89° 56' 15" West, 987.00 feet from the Southeast corner of said section; thence continuing along said South line, North 890 56' 15" West, 233.00 feet; thence perpendicular to said South line, North 00° 03' 45" East, 231.00 feet; thence parallel with said South line North 89° 56' 15" West, 100.00 feet; thence North 00° 03' 45" East, 272.01 feet to the South line of Northwood Heights Subdivision #2; thence along said South line of Northwood Heights Subdivision #2; thence along said South line, South 89° 20' 05" East, 616.00 feet; thence South 00° 03' 45" West, 265.52 feet; thence parallel with said South line of Section 34, North 89° 56' 15" West, 198.00 feet; thence South 00° 03' 45" West, 33.00 feet; thence North 89° 56' 15" West, 85.00 feet; thence South 00° 03' 45" West, 198.00 feet to the South line of Section 34 and place of beginning. Subject to the use of the Southerly 33.00 feet thereof as Gilford Road.

Witness: Daanne Beitler	(Signed) X Mile Shine
Joanne C. Zeitler	Milo S. Turner
(shained J- Tiger	Jores M. June
David J. Lips	Dorene M. Turner
Prepared By:	S.
Allen F. Lambert	:
125 W. Lincoln Street	3.
Caro, Michigan 48723	
STATE OF MICHIGAN) SS. COUNTY OF Saginaw)	·
On this 5th day of November	A.D. 19 73, before the under-
signed, a Notary Public in and for said County, personally	appeared Milo S. Turner and
Dorene M. Turner, his wife	
free act and deed.	egoing instrument and acknowledged the same to be their Litule Varnick Notary Public, Saginaw County, Michigan
My Commission Fysics: October 27, 1974	

My Commission Expires:_

LIBER 445 PAGE 31

- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shallbe allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- EDISON and_ **Con-Tel** shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- 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 <u>Con-Tel</u> 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 provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

the Presence of DIANE DRUMMEY

Una Muell

Jeanette

W. C. Arnold, Direct

THE DETROIT

ASST. SECRETARY

TELEPHONE CO. OF MICH.

BY:

Frank D. LaPratt - Area OSP Engineer

- 2 -

RECEIVED FOR RECORD

· 527 · 1**339**

Detroit **Edison**

Affidavit

RECEIVED FOR NELSONS LEER NO. 522 PAR NO. 1879-1340 PLEE NO.

1982 SCT -8 M 15 32

JOHN W MARSHALL REGISTER OF DEEDS TUSCOLA COUNTY, PHONGAN

SS

Donald b. Fisher, Supervisor RE, R/W and Claims , of The Detroit Edison Company Detroit, Michigan, being duly sworn deposes and says:
THAT Hilo S. Turner and Dorene M. Turner, His Wife granted an essement to The Detroit Edison Company and Continental Telephone Company of Michigan
deled theSthday ofNovember, 19 73 Said easement
was recorded in the office of the Register of Deed of County, Michigan on the11th day of
December, 19 .73. in Liber 436 Page 384/387
Deponent further states that on behalf of The Detroit Edison Company the underground easement locations, as in said grant provided, are established by a drawing dated August 25
Further Deponent sayeth not. Since Sisker (LS.) Donald E. Fisher

Subscribed and sworn to before me this 66h

Per Caroner AD. 19 82

Robert M. Lavery
Notery Public, St. Clair County, Michigan

My commission expires: May 5, 1984

TREPARED BY: DONALD E. FISHER

600 Grand River - P.O. Box 588 Port Huron, Michigan 48060

RETURN 1: ABOVE

Return To:
Donald E. Fisher
The Detroit Edison Company

Port Huron Michigan 48060

CARO, MICH 4 19.73 16 M. 428 MICSEL This Indenture, made April 4 14 73

APRIL ARTHUR ELNA M. BROCK, widow of the late John F. Brock, of 82 Gilford Road, Caro, Michigan mild S. TURNER & DORENE M. TURNER, husband & wife. 392 me address in 253 Franconian Drive, Frankenguth, Mickigan

Learners, That the said party of the first part for and in consultration of FIFTEEN THOUSAND and No/100 Collars of the Southeast quarter of section 34, Town 13 North, Range 9 East of the Southeast quarter of section 34, Town 13 North, Range 9 East ribed as commencing at a point on the South line of said Section 34 ribed as commencing at a point on the South line of said Section 34 ribed as commencing at a point on the South line, North 89°56'15' West, 987.00 feet from the Southeast corner h is North 89°56'15' was a paraendicular to said South line, North 89°56'15' corporate to said South line of the said South to, all that everam piece by parcel of lead structe and being in the Almer County of Tuscola Roland O. Kern Cynthia K. Gettel STATE OF MICHIGAN. | SS. | Deference Notice Bible in and 88. before me, a Notary Públic, in and for said County, personally appreced Elna M. Brock COUNTY OF TUSCOLA Cynthia K. Gettel Notary F Tumcola County, Mich y companion expires 10/5/73. . . 19 THE NOTHIMENT DRAFTED BY NOTATION OF REPORT OF REPO

SEE FOOTAOTES ON OTHER SINE

Date:

November 15, 1974

To:

Ruth Rush

Records Center

From:

Jack Brown

North District Supervisor

Real Estate and Rights of Way Department

Subject:

Agreement-Easement-Restrictions for Underground Residential Distribution for Alpine Village North Apartments, Part of the Southeast 1/4 of Section 34, Town 13 North, Range 9 East, Village of Caro, Tuscola

County, Michigan.

Attached for Records Center is the executed Agreement dated November 5, 1973, for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Jack Kapanka of Service Planning Department, North District.

The Agreement was negotiated by Allen F. Lambert of this Department.

The Detroit Edison Company and Continental Telephone Company of Michigan made this agreement with Milo S. Turner and Dorene M. Turner, the developers of Alpine Village North Apartments.

Please make the attached papers a part of recorded Right of Way file.

JB:pb

Attachment

I HEREBY CERTIFY THAT THE ATTACHED SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH PUBLIC ACT 102 OF 1970, AND THAT THE RATIO OF CLOSURE OF LATITUDES AND DEPARTURES IS 1/ 5000 or less DESCRIPTION OF LAND SURVEYED:

That of the Southeast & of Section 34. Town 13 North Range 9 East, Almer Tranship, Turcola County, Mishigan. Described as commencing at a point on the South-Line of said Section 34 which is North 89° 6'15" West, 977.00 feet, from the Southeast corner of said section; thence continuing along said South-Line North 89°56'15" West, 213.00 feet; thence perpendicular to said South-Line North 69°56'15" West, 231.00 feet; thence parallel with said South-Line North 89°56'15" West, 100.00 feet; thence North 00°01'15" Fast, 272.01 feet to the South-Line of Northwood Heights Subdivision &; thence along said South-Line South 89°20'05" East, 616.00 feet; thence South 60°03'15" West, 255.52 feet; thence parallel with said South-Line on Section 34, North 89°56'15" West, 198.00 feet; thence South 60°03'15" West, 198.00 feet to the use of the South-Line of Section 34 and place of beginning. Subject to the use of the Southerly 33.00 feet thereof as Gilford Road.

SECTION CORNIR WITNESSES

Southeast Corner, Section 34, T13N-R9E

Find mon Box

West, 97.6' to center-line of M-81 S-05°W, 36.3 to Northeast corner of conc. blk. N-30°E, 97.4 to West corner Sunoco Sta.

South & corner, Section 34, T13N-R9E, S-15 N, 48.25 Northwest corner house 517 S-45 W, 65.25 Northwest corner house 517

N-45°E, 43.15' 18" Maple

NOTE - TIRONS HAVE BEEN PLACED AT ALL POINTS MARKED THUS -O

PERSONAL PROPERTY. BAVARIAN BUILDERS SEC. 34 T13N-R9 E Almer TWP. DAVID T ROWE Tuscola COUNTY, MICHIGAN LAND ROWE ENGINEERING SURVEYOR No. 1449 E. PIERSON 11192 313-659-3103 STATE OF DATE 3-7-73 DRAWN RDN Marine N/A CHECKED DTR SCALE JOB NUMBER REVISED 1-24 SHEET NO. FIELD JK

Mr. Milo S. Turner Bavarian Builders hill W. Genessee Frankenmuth, Michigan 48734

RE: Alpine Village North - Village of Caro, Tuscola County, Michigan

Dear Mr. Turner:

We are enclosing herewith a fully executed copy of the Agreement dated November 5th, 1973 for the underground electric and communication services for the above named project.

Sincerely,

Allen F. Lambert

Representative - North District
Real Estate and Rights of Way Dept.

AFL: pb

Enclosure

Mr. K. Clacher Continental Telephone Company of Michigan P.O Box 658 Pinconning, Michigan 48650

RE: Alpine Village North - Village of Caro, Tuscola County, Michigan

Dear Mr. Clacher:

We are enclosing a copy of the underground electric and communication services Agreement with Alpine Village North for your files. The Agreement was fully executed on November 5th, 1973 and recorded December 11, 1973.

Sincerely.

Allen F. Lambert

Representative - North District
Real Estate and Rights of Way Dept.

AFL: pb

Enclosure

Dates

October 11, 1974

Tos

J. Frederick Bernard

Director of Plant Accounting

From:

Jack Brown

North District Supervisor

Real Estate and Rights of Way Department

Subject:

Agreement-Easement-Restrictions for Underground Residential Distribution for Alpine Village North, Part of the Southeast 1/4 of Section 34, Town 13 North, Range 9 East, Village of Caro, Almer Township, Tuscola

County, Michigan.

We have completed all paper work for the underground installation for electric and telephone lines in the above named project. This is a joint installation with

Continental Telephone Company of Michigan

P.O. Box 658

Pinconning, Michigan 48650

Please bill this telephone company Fifty (\$50.00) Dollars for our services in obtaining the Agreement-Easements and credit payment to Work Order No. 821 AD 646.

JB;pb

THE DETROIT EDISON COMPANY

ST CLAIR DISTRICT

DISTRICT OFFICE
600 GRAND RIVER ALENUE
PORT HURON MICHIGAN

19 October 1973

Bavarian Builders 414 W. Genesee Street Frankenmuth, Michigan

Re: ALPINE VILLAGE NORTH

(Caro)

Dear Sirs:

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 have the Agreement executed by Bell and Edison 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 statues 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. 3 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:

Allen F. Lambert , at 125 W. Lincoln Street, Caro, Mich.

(Phone number 782-0111, extension 285).

673-4181 19

Yours very truly,

Allen F. Lambert, Representative Real Estate and Rights of Way Dept.

Enclosures

THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit, Michigan 48226

Date 9-7-73

Bavarian Builders
414 W. Genessee
Frankenmuth, Mich. 48734
Regarding Alpine Village North
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
The cost to you for said electric line installation is \$650. based on 325 trench feet or lot front feet. Extra charges in addition to the above will be \$ as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned 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.
Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement
If adverse soil or field conditions such as rock, frozen ground or other are

encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

DE FORM PL 101 4-72 CS

		Company	
_		e North	

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,

Jack Kapanka
Jack Kapanka
Service Planner

ACCEPTED:

Name

Title

Name

Title

Date

THUMB DIVISION

Date:

December 8, 1982

To:

Records Center

130 G.O.

From:

D. Fisher A. Real Estate and Rights of Way

Subject:

Phase II of Alpine Village North Nos.2 & 3,

Almer Township, Tuscola County, Michigan.

Please make the attached affidavit and "as installed drawing" a part of recorded Right of Way No.29836.

The original of this document was lost in the mail. This is the copy the Register of Deeds sent us to replace it.

DEF:kl

Attachment

December 8, 1982

Continental Telephone Company of Michigan P.O. Box 658 Pinconning, Michigan 48650

RE: Phase II of Alpine Village North Nos. 2 & 3, Almer Township, Tuscola County, Michigan.

Gentlemen:

We are enclosing a copy of an affidavit and "as installed drawing" for the above named project. The original Agreement was fully executed on November 5, 1973 and recorded December 11, 1973.

Sincerely,

Donald E. Fisher, Supervisor Real Estate and Rights of Way

Thumb Division

DEF:k1

Attachment



