

APARTMENTS

LIBER 990 PAGE 108
JAN 2 1975 12:10 PM
Recorded at O'clock PM.
STEWART A. RICHARDS, Register of Deeds.

LIBER 1021 PAGE 950

555 #22#9739 B00005.00 DE

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 10th day of August, 1972, 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 General Telephone Company, a Michigan corporation of 455 E. Ellis Road, P.O. Box 149, Muskegon, Michigan 49443, hereinafter referred to as General.

W I T N E S S E T H:

555 \$ 2F 61 00017.00 DE

WHEREAS, Owners are erecting apartments known as Winkler Apartments, on land in the Township of Clyde, County of St. Clair, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and General 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 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 General 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 General, 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 General upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and General 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 General 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 General 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.

City de Truys
Sec. 20; 71 24 of (Winkler Apts.)

DE FORM LE 24 1-71 CS

- 1 -

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

RECORDS CENTER	
SEARCHED	JAN 31 74
INDEXED	
SERIALIZED	
FILED	

RETURN TO
J. BROWN
THE DETROIT EDISON COMPANY
600 GRAND RIVER AVE.
PORT HURON, MICHIGAN 48060

RECORDED RIGHT OF WAY NO. 29851

- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. 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.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate.
- g. EDISON and General 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.
- h. 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 General 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.

In the Presence of

C. George Williams
C. GEORGE WILLIAMS

Irene C. Kaya
IRENE C. KAYA

R. J. Perry
R. J. Perry

R. J. Wilson
R. J. Wilson

Prepared by: **Donald E. Fisher**
600 Grand River Avenue
Port Huron, Michigan

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
General Telephone Company of Michigan

BY: C. E. Sandford
C. E. Sandford, Secretary and Treasurer

BY: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 16th day of August, 1972, 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: May 14, 1976

STATE OF MICHIGAN)
) SS.
COUNTY OF MUSKOGON)

On this 17th day of August, 1972, before me the subscriber,
a Notary Public in and for said County, appeared C. E. Sandford
to me personally known, who being by me duly sworn did say that he is Secretary
and Treasurer authorized by and for General Telephone Company of Michigan,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and C. E. Sandford
acknowledged said instrument to be the free act and deed of said corporation.

Richard J. Perry
Richard J. Perry
Notary Public, Muskegon County, Michigan

My Commission Expires: March 4, 1974

RECORDED RIGHT OF WAY NO. 29857

29857

Appendix "A"

Commencing at the Northwest corner of Section 20, T7N, R16E, Clyde Twp, St. Clair County, Michigan; thence South 89°54' East 1322.45' along the Section line to the point of beginning; thence South 89°54' East 332' along the North line of Section 20; thence South 0°04' West 1314.22'; thence North 89°31' West 332' along an old fence line; thence North 0°04' East 1312' along the centerline of Brott Road to the point of beginning.

Witness: x Audrey Meharg
Audrey Meharg
x Jean Chapman
Jean Chapman

Signed: Robert W. Winkler
Robert W. Winkler
215 Guy Street
Yale, Michigan 48097

STATE OF MICHIGAN

County of Michigan } S.S.

On this 10th day of August, A. D. 1972, before me, the undersigned, a notary public in and for said county, personally appeared Robert W. Winkler, a single man

known to me to be the person who executed the foregoing instrument, and acknowledged the same to be free act and deed.

Archie D. Lince
Notary Public _____ County, Michigan.

ARCHIE D. LINCENY
Notary Public, St. Clair County, Mich.
My commission expires Apr. 16 1973

My Commission expires _____

REGISTERS OFFICE
ST. CLAIR COUNTY, Mich.
Received for record the 22nd
day of Sept A.D. 1972
at 2 o'clock P. M., and recorded in
Liber 990 p. 108
[Signature]
REGISTER OF DEEDS

RECORDED FIRST OF MAY NO. 29857

WARRANTY DEED

INDIVIDUAL-STATUTORY FORM

LIBER 986 PAGE 413

REGISTER'S OFFICE - ST. CLAIR COUNTY

Received for record the JUN 15 1972

day of _____, A.D., 19____
at 2:14 o'clock P.M., and recorded
in Liber 986 of Deeds
on page 413

Drafted by
CLYNE &
DENNIS CLYNE
ATTORNEY AT LAW
304 S. KENNEFIC STREET
YALE, MICHIGAN 48097

[Signature]
Register of Deeds

TITLE INSURANCE

LAND TITLE ABSTRACT CO.
(ST. CLAIR COUNTY ABSTRACT CO.)
MICHIGAN
PORT HURON

ABSTRACTS

Know all Men by these Presents, That on June 12, 1972

for the sum of \$16,000.00

MELVIN G. WHITE and ANGELA WHITE, husband and wife,

whose address is 6715 Imlay City Road, Goodells, Michigan, 48060,

CONVEY AND WARRANT TO ROBERT W. WINKLER, a single man,

whose address is 215 Guy Street, Yale Michigan, 48097

the following described premises

situated in the Township of Clyde, St. Clair County, Michigan, to-wit:

Commencing at the Northwest corner of Section 20, Town 7 North, Range 16 East, Clyde Township, St. Clair County, Michigan; thence South 89° 54' East 1322.45 feet along the Section line to the point of beginning of this description; thence continuing South 89° 54' East 332.00 feet along the North line of Section 20; thence South 0° 04' West 1314.22 feet; thence North 89° 31' West 332.00 feet along an old fence line; thence North 0° 04' East 1312.00 feet along the centerline of Brott Road to the point of beginning, containing 10.00 acres;

PROVIDED, however, that grantee shall have no right to sell off or split any part of this property for a period of twelve (12) months from the date hereof, without the written consent of the grantors, their heirs or assigns.

Subject to such encumbrances as may have accrued by or through the acts or missions of persons other than the grantors subsequent to December 9th, 1971, that being the date of a certain land contract in complete fulfillment of which this deed is given.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Signed in Presence of:

Signed by:

[Signature]
Howard J. Clyde

[Signature]
Melvin G. White

[Signature]
Dennis W. Clyde

[Signature]
Angela White

STATE OF MICHIGAN

The foregoing instrument was acknowledged before me

St. Clair

this 12th day of June, 1972

Melvin G. White and Angela White, his wife.

(Names of Persons Acknowledged)

[Signature]
Rachael Hazel Clyde

Notary Public.

St. Clair County, Michigan

My commission expires Sept. 1, 1972

Date June 15 1972

To certify that there are no tax liens or titles on this property and that the taxes are paid for FIVE YEARS prior to the date of this instrument. This certificate does not include taxes, if any now in the process of collection by the City, Village or Township.

ST. CLAIR COUNTY TREASURER

[Signature]


(For Mich. Transfer Tax)

RECORDED RIGHT OF WAY NO. 29851
555 21524344 E0000200 DE
555 21524344 E0000050 BT
E0001760 NE

Detroit
Edison

Date: January 21, 1975

To: Monica J. Maier
Records Center

From: Jack Brown 
North District Supervisor
Real Estate and Rights of Way Department

Subject: Agreement-Easement-Restrictions for Underground Residential
Distribution for Winkler Apartments, Part of the Northwest
1/4 of Section 20, Town 7 North, Range 16 East, Clyde Town-
ship, St. Clair County, Michigan.

Attached for Records Center is the executed Agreement dated August 10, 1972, for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Richard Smith of Service Planning Department, North District.

The Agreement was negotiated by Donald E. Fisher of this Department.

The Detroit Edison Company and General Telephone Company of Michigan made this agreement with Robert W. Winkler, owner of Winkler Apartments.

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

JB:pb

Attachments

RECORDED RIGHT OF WAY NO. 29851

Date: December 17, 1974

To: J. Frederick Bernard
Director of Plant Accounting

From: Jack Brown *JB*
North District Supervisor
Real Estate and Rights of Way Department

Subject: Agreement-Easement-Restrictions for Underground Residential
Distribution for Winkler Apartments, Part of the North-
west 1/4 of Section 20, Town 7 North, Range 16 East, Clyde
Township, St. Clair 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

General Telephone Company of Michigan
455 E. Ellis Road, P.O. Box 149
Muskegon, Michigan 49443

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

December 16, 1974

Mr. Robert W. Winkler
215 Guy Street
Yale, Michigan 48097

RE: Winkler Apartments - Township of Clyde, County of St. Clair

Dear Mr. Winkler:

We are enclosing herewith a fully executed copy of the Agreement dated August 10, 1972 for the underground electric and communication services for the above named project.

Sincerely,



Donald E. Fisher
Representative, North District
Real Estate and Rights of Way Dept.

DEF:pb

Enclosure

December 16, 1974

Mr. Louis Goodrich
General Telephone Company of Michigan
455 Ellis Road
Muskegon, Michigan 49443

RE: Winkler Apartments - Township of Clyde, St. Clair County

Dear Mr. Goodrich:

We are enclosing a copy of the underground electric and communication services Agreement with Winkler Apartments for your files. The Agreement was fully executed on August 10, 1972, and recorded September 22, 1972.

Sincerely,



Donald E. Fisher
Representative, North District
Real Estate and Rights of Way Dept.

DEF:pb

Enclosure

RECORDED FIRST OF MAY NO. 27851

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 7, 1972

Mr. Robert W. Winkler
215 Guy Street
Yale, Michigan

RE: Winkler Apartments

Dear Sir:

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.

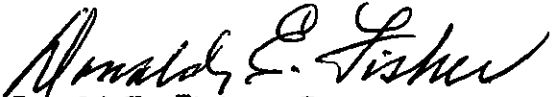
In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 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:

Donald E. Fisher, at 600 Grand River Avenue,
Port Huron, Michigan 48060 (phone number ~~982-0111~~, extension 286).
982-0111

Yours very truly,


Donald E. Fisher, Representative
Real Estate and Rights of Way Dept.

Enclosures

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date **July 11, 1972**

Mr. Robert W. Winkler

215 Gay Street

Tate, Michigan

Regarding Service to Winkler Sub'd.

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 7-12-72.

The cost to you for said electric line installation is \$ 310.00 based on 155 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 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, and in the case of Multiple Occupancy buildings are included in the above costs.

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 2
The Detroit Edison Company
Date 7-11-72

Winkler Sub'd.

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,


Service Planner W.R. Smith

ACCEPTED:

Name Robert Winkler

Title Home

Name _____

Title _____

Date _____

RECORDED RIGHT OF WAY NO. 29851

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

TO George Williams DATE 8/14/72 TIME _____

RE: Winkler Apts, Clyde Twp., St. Clair County U.R.D.

Please have enclosed copies of Agreement-Easement-Restrictions signed by Edison and General and jurats completed.

COPIES TO _____

SIGNED _____

Jack Brown
Jack Brown
North District Supervisor
R/E & R/W Dept.

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

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

TO Eng. Coordinator Supervisor H-250 W.S.G. DATE 8/14/72 TIME _____

RE: Underground Service - Winkler Apts, Clyde Twp., St. Clair County

Agreement-easement-restrictions obtained, OK to proceed with construction.

COPIES TO _____

SIGNED _____

Jack Brown
Jack Brown
North District Supervisor
R/E & R/W Dept.

R. Smith - Service Planning - Port Huron Office

REPORT _____

DATE RETURNED _____

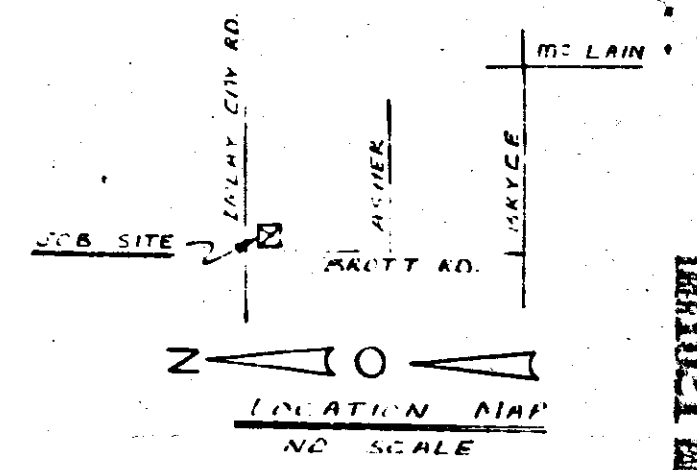
TIME _____

SIGNED _____



CODES

- X ○ PAD MOUNT TRANSFORMER
- X ○ PAD MOUNT TRANSFORMER WITH SWITCHING
- X ○ SECONDARY PEDESTAL
- X ○ PRIMARY SWITCH CABINET
- X ○ CABLE POLE
- X ○ SECONDARY TERMINAL
- X ○ DIRECTION TRANSFORMER DOOR OPENING
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY MAIN
- DETROIT EDISON TRENCH ONLY
- M B T CO TRENCH ONLY
- PROPOSED CONDUIT
- SEWER
- WATER
- GAS
- BURIED CUSTOMER CABLE



NOTES

1. DE. CO TO DO TRENCHING & BACKFILLING
2. DE. CO. SERVICE PLANNER: RICHARD SMITH
RPT. HURON OFF. - 182-0111 EXT. 43246
3. GEN. TELE. CO. INSTRUCTION SUPERVISOR
AL DOUBLES EMM 71 WISE. - TELE. 384-4395
OR RICHMOND TELE. 727-3165 - NOTIFY 2 DAYS
BEFORE DOING JOB - WILL WORK WITH DE. CO.
4. DE CO CONSTRUCTION SUPERVISOR
TED DAVIS - 162 S. GRATIOT - TED-MT. CLEMENS
TELE 423-1511 EXT. 82339

TRENCHING SUMMARY
ALL JOINT TRENCHING = 155'±

CABLE SUMMARY

PRIMARY CABLE
IT. NO. 2APECX1 13.2KV 713-3029 = 205'±

SECONDARY CABLE
IT. NO. AP2-2/O #1-1/0 600V 713-0614 = 460'±

D.F.T. NO.	SIZE	ED. STK. NO.
CO07-1	50KVA	661-1152

TRANS. MAT DWG U1-1-2369
TRANS. SPEC. R-351-E & R-21

GEN. TELE. CO. JOB #AWMS-110

W.O. # 327 B10 J 314

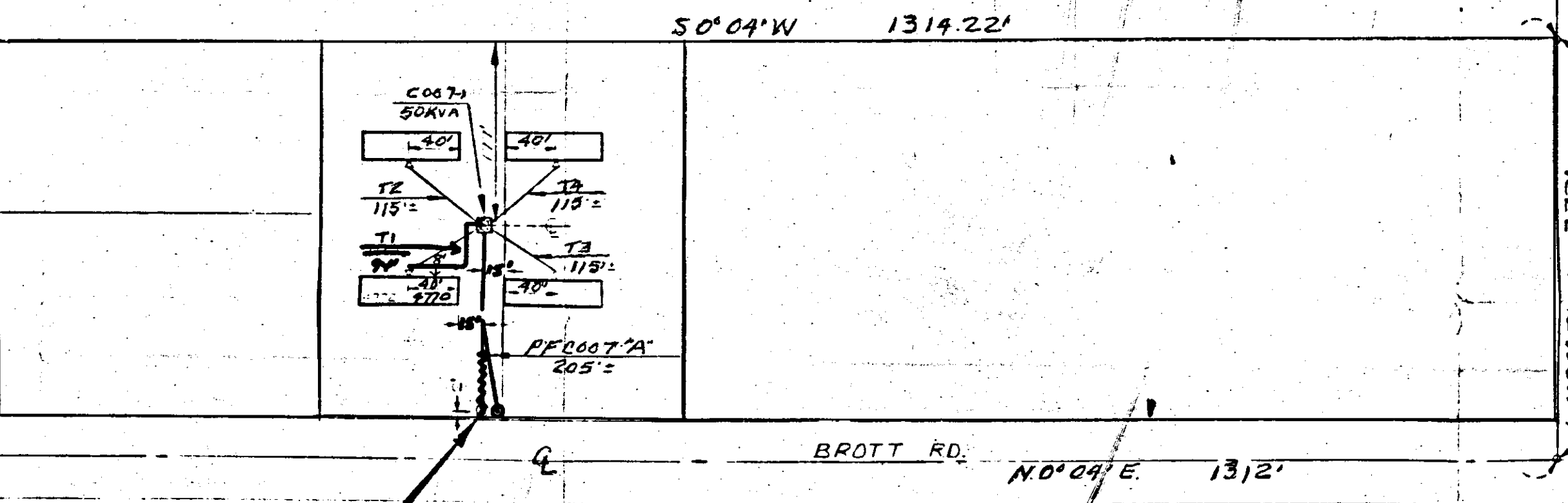
DIST. CIR. 310 ENGLISH
THRU 150 UP 13.2KV

EASEMENTS INDICATED BY OUR CENTERLINES ARE (6) SIX FEET
IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS
CLYDE TWP
(NOTIFICATION ONLY)
REGISTERS OFFICE,
ST. CLAIR COUNTY

Received for record the
d. JAN 2 1975
at 12:10 o'clock P.M. and recorded in
L. 1031 of Deeds
by [Signature]
REGISTER OF DEEDS

N 1/4 COR. SEC. 20
T 7N, R. 16E
CLYDE TWP



NE QUAD.
CABLE POLE #1 - PHASING "Y"
K311, T2R, T2I - POSE - SOLID BLADE (15)

NW COR. SEC. 20
T 7N R 16E
CLYDE TWP

D REVISION				C REVISION				B REVISION				A REVISION				REFERENCE
"As Installed Drawing"																
MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	MADE BY	CHK BY	APPROVED	APPROVED	

NAME	DATE	STATION
DRAWN BY	7-24-72	
CHECKED BY	R. SMITH	7-24-72
APPROVED BY	R. KESSONICK	7-24-72

WINKLER SUB'N.
PART OF N.W. 1/4 SECT. 20
CLYDE TWP ST. CLAIR CO.

THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT	
SCALE	LAYOUT JOB NO.
1 1/2" = 100'	
DRAWING NUMBER	SHEET 1 OF 1 SHEET
U-79520	

LIBER 1021 PAGE 954

LIBER 1021 PAGE 955

LIBER 1021 PAGE 956

RECORDED RIGHT OF WAY NO. 29857
LIBER 1021 PAGE 957