LIBER NO. 17 PAGE NO. 373 MAURICE D. TURNBULL REGISTER OF DEEDS MANILAC COUNTY, MICHIGAN

## AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 8 Mday of , 19<u>77</u>, 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 called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

### WITNESSETH:

WHEREAS, Own	ers are erecting apar	tments known as_	Green Acres
	, on land in the <u>C</u>	ity of	Sandusky
County of Sanilac	, State of Michigan,	as described in	Appendix "A",
attached hereto and made a	part hereof, and EDIS	ON and BELL will	install their
electric and communication			
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:

- 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 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 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, rearragement 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.
- (4) Owners hereby grant to EDISON and BELL 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. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.
- communication facilities to accomodate patios or similar site conditions.
- and additional conditions:

Custer Tup, Sec. 32; Sw/4 of (Green vacres igsto)

Description and the 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.

RECEIVED FOR RECORD -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."

J. BROWN

THE DETROIT EDISON COMMISSION C LIBER NO. 2 PAGE NO. 57

LIBER NO. 2 PAGE NO. 57

MAURICE D. TURNBULL

REGISTER OF D. EDS

SANILAC COUNTY, MICHEGAN RECEIVED MY 7 7 CLASSIFILL

- Owners will place survey stakes indicating building plot lines and property lines before trenching.
- 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 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. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL 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 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 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.

MARSHA PAVELKA

In the Presence of:

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

THE DETROIT EDISON COMPANY DIRECTOR Real Estate and Rights of Way Dept

ASST SECRETARY F. M. KEHOE

MICHIGAN BELL TELEPHONE COMPANY

RECORDED RIGHT OF WAY NO.

WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way

(authorized signature)

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Michael Mill

J. 1981 1886

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Wilself F. Vorlage W

MANTEN IN CHAIL

STATE OF MICHIGAN )  SS.
COUNTY OF WAYNE )
On this 21st day of August , 1972, before me the subscriber,
a Notary Public in and for said County, appeared W. C. Arnold and
F. M. Kehoe , to me personally known, who being by me duly sworn
did say they are the <u>Director</u> , 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 F. M, Kehoe acknowledged said
instrument to be the free act and deed of said corporation.
home Total
IRENE C. KATANING Michigan
My Commission Expires: May 14, 1976
STATE OF MICHIGAN ) SS.
COUNTY OF OAKLAND )
On this 24th day of August, 1972, before me the subscriber,
a Notary Public in and for said County, appeared WILLIAM F. MURRAY, JR.
to me personally known, who being by me duly sworn did say that he is the Staff
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 WILLIAM F. MURRAY, JR.
acknowledged said instrument to be the free act and deed of said corporation.
nesford Hartman
Notary Bublic, Oakland County, Michigan
My Commission Expires: MELFORD HARTMAN
Acting In Oakland County
May Commission Expires Sept. 15, 1975

LIBER 379 PAUL375

Appendix "A"

Commencing at the SW corner of Sec 32, Tl2N, Rl4E, Custer Twp., City of Sandusky, Sanilac County, Michigan, thence N 1°53'30" W 1105.06' along the West line of Sec 32, thence S 89°10'30" E 661.04', thence on a curve to the right Long Chord S 83°02'38" E 92.54', radius 433', an arc lenght of 92.69' to the point of beginning: running thence N 38°49'30" E 350', thence S 51°10'30" E 231', thence South 389.39', thence N 52°00' W 293.02', thence on a curve to the left Long Chord N 64°27'11" W 186.75', radius 433' an arc length of 188 24' to the point of beginning 433' an arc lenght of 188.24' to the point of beginning.

Witness: :X	Signed: Westpark Manors, Inc.
larry Stirrett	By: Solering Tres.  By: Q 7  Lew Ziesig, Director
	450 Woodland Drive
	Sandusky, Michigan 48471
	and the second s
STATE OF MICHIGAN SS COUNTY OF Sanilac	
On this 9 day of August and Lew Ziesig	, 19 72 , before me appeared A. J. Loding to me personally known,
who being by me severally duly sworn, did say the	t they respectively President
and Dingston Of Westmark Manors Inc	, a corporation created and
existing under the laws of the State of Michigan was signed and sealed in the behalf of said corporate	, and that the said instrument
was signed and sealed in the behalf of said corpo	nd Lew Ziesig acknowledged
and the said A. J. Losing are the said instrument to be the free act and deed of	
the said instrument to be the lites act and deed t	westpark Manors, Inc.
My Commission expires Jan. 4, 1974	Ekhaen
and designation of the an interest of the same	E. E. Schoen Notary Public
	Sanilac County, Michigan

6

Date:

December 23, 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 Green Acres Apartments, Part of the Southwest 1/4 of Section 32, Town 12 North, Range 14 East, Custer Township, City of

Sandusky, Sanilac County, Michigan.

Attached for Records Center is the executed Agreement dated August 8, 1972, for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by James Hurley of Service Planning Department, North District.

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

The Detroit Edison Company and Michigan Bell Telephone Company made this agreement with A. J. Loding, President, and Lew Ziesig, Director of Westpark Manors, Inc., the owners of Green Acres Apartments.

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

JB: pb

Attachments

Mr. Allan J. Loding Westpark Manors, Inc. 450 Woodland Drive Sandusky, Michigan

RE: Green Acres Apartments - City of Sandusky, Sanilac County

Dear Mr. Loding:

We are enclosing herewith a fully executed copy of the Agreement dated August 8, 1972 for the underground electric and communication services for the above named project.

Sincerely,

onald E. Fisher

North District Representative

Real Estate and Rights of Way Dept.

DEF: pb

Enclosure

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

August 7, 1972

Mr. Allan J. Loding Westpark Manors, Inc. Sandusky, Michigan

Re:

Green Acres 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 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. 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:

Deneld E. Fisher , Room 22 franco 90 vsqcqqdenavenue, Detroit Michigan 48226 (phone number 962-2100 gardenavenue). 286 982-0111

Very truly yours,

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

**Enclosures** 

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date April 28, 1972

Mr. Allan J. Loding
Westbrook Development Corp.
Sandusky, Michigan 48471
Regarding U.G. Electrical Service - Proposed Townhouses
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 April 28, 1972.
The cost to you for said electric line installation is \$ 1270.00 based on 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

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.

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

ACCEPTED:

Name Title

Name

Title

Date

# COMMITMENT FOR TITLE INSURANCE Burton Abstract and Hele Company

DETROIT, MICHIGAN 48226

SANILAC COUNTY NO. B-10544 REVISED

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy or policies of title insurance as herein to set forth upon payment of the prescribed premium. THE POLICY OR POLICIES WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

### FORM OF POLICY TO BE ISSUED

OWNER'S POLICY \$

T.A. MORTGAGE POLI 175,000.00

NAME OF INSURED

Wolverine State Bank, Sandusky, Michigan

DESCRIPTION OF REAL ESTATE—SITUATED IN City of Sandusky,

SANILAC COUNTY, MICHIGAN

(SEE RIDER NO. ONE HERETO ATTACHED).

# OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. Owner: Marketable Fee Simple Title is vested in

Westpark Manors, Inc., a Michigan Corporation

- RECORD MORTGAGE TO BE INSURED.
- NUMBER ONE ON REVERSE SIDE HEREOF.
- Right of Way Grant to Southeastern Michigan Gas Company, a Michigan Corporation, dated November 3, 1969 and recorded November 5, 1969 in Liber 343 of Deeds. page 531.
- Rights of the Public in that part of subject land being used as a Public Road or Highway.
- Special Assessments, if any, not examined.

Effective date:

June 15, 1972

at 7:00 A.M.

This Commitment is valid and binding for a period of 90 days only from the date hereof.

Inquiries re this commitment and request for policy. Call or write Land Title Dawson Abstract Co., 72 North Elk Street, Sandusky, Michigan, 48471, Phone 648-3433 (area 313):

LAND TITLE DAWSON ABSTRACT CO.

Nice-President and ANAMANON AUTHORIZED AGENT FOR

Burton Abstract and Title Company

DESCRIPTION OF REAL ESTATE -- SITUATED IN City of Sandusky, SANILAC COUNTY, MICHIGAN

Commencing at the Southwest corner of Section 32, Town 12 North, Range 14 East, thence North 01 degrees 53 minutes 30 seconds West 1105.06 feet along the West line of Section 32, thence South 89 degrees 10 minutes 30 seconds East 661.04 feet, thence on a curve to the right Long Chord = South 83 degrees 02 minutes 38 seconds East 92.54 feet, radius = 433.0 feet, an arc length of 92.69 feet to the point of beginning; RUNNING THENCE North 38 degrees 49 minutes 30 seconds East 350.0 feet; thence South 51 degrees 10 minutes 30 seconds East 231.0 feet; thence South 389.39 feet; thence North 52 degrees 00 minutes West 293.02 feet; thence on a curve to the left Long Chord = North 64 degrees 27 minutes 11 seconds West 186.75 feet, Radius = 433.0 feet an arc length of 188.24 feet to the point of beginning.

RIDER ATTACHED TO AND FORMING PART OF POLICY OR COMMITMENT NO.

B-10544

DAWSON
LAND TITLE ABSTRACT CO.

באון מבאכוזאצט ומאס

VICE PRESIDENT

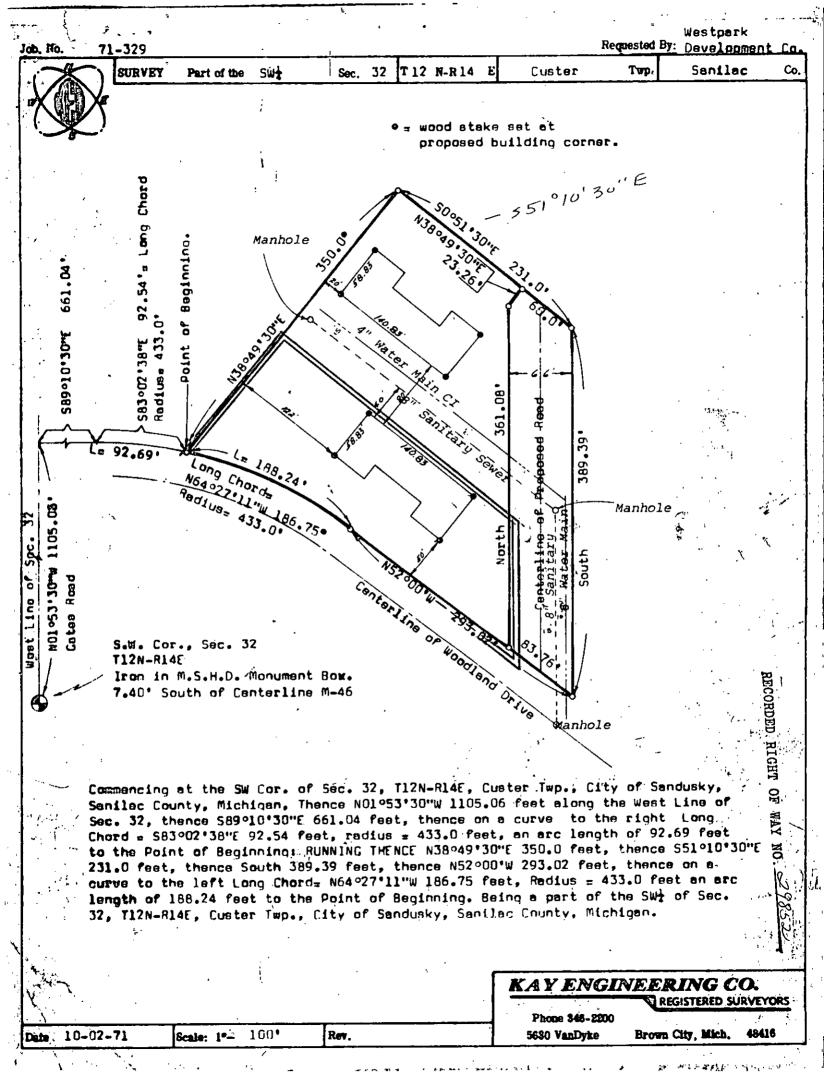
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MEMORANDUM ORDE	R TO Eng. Coordinator Supervisor H=250 W.S.C. DATE 8/17/72 TIME
OR GENERÁL USE E FORM HS 77 12-53	RE: Underground Service - Green Acres Apts. City of Sandusky, Sanilac County.
	Agreement-easement-restrictions obtained. OK to proceed with construction.
•	Hurley - Service Planning - Sandusky Office Signed Jack Brown
REPORT	North District Supervisor.  R/E & R/W Dept.
	·
DATE RETURNED_	TIMESIGNED

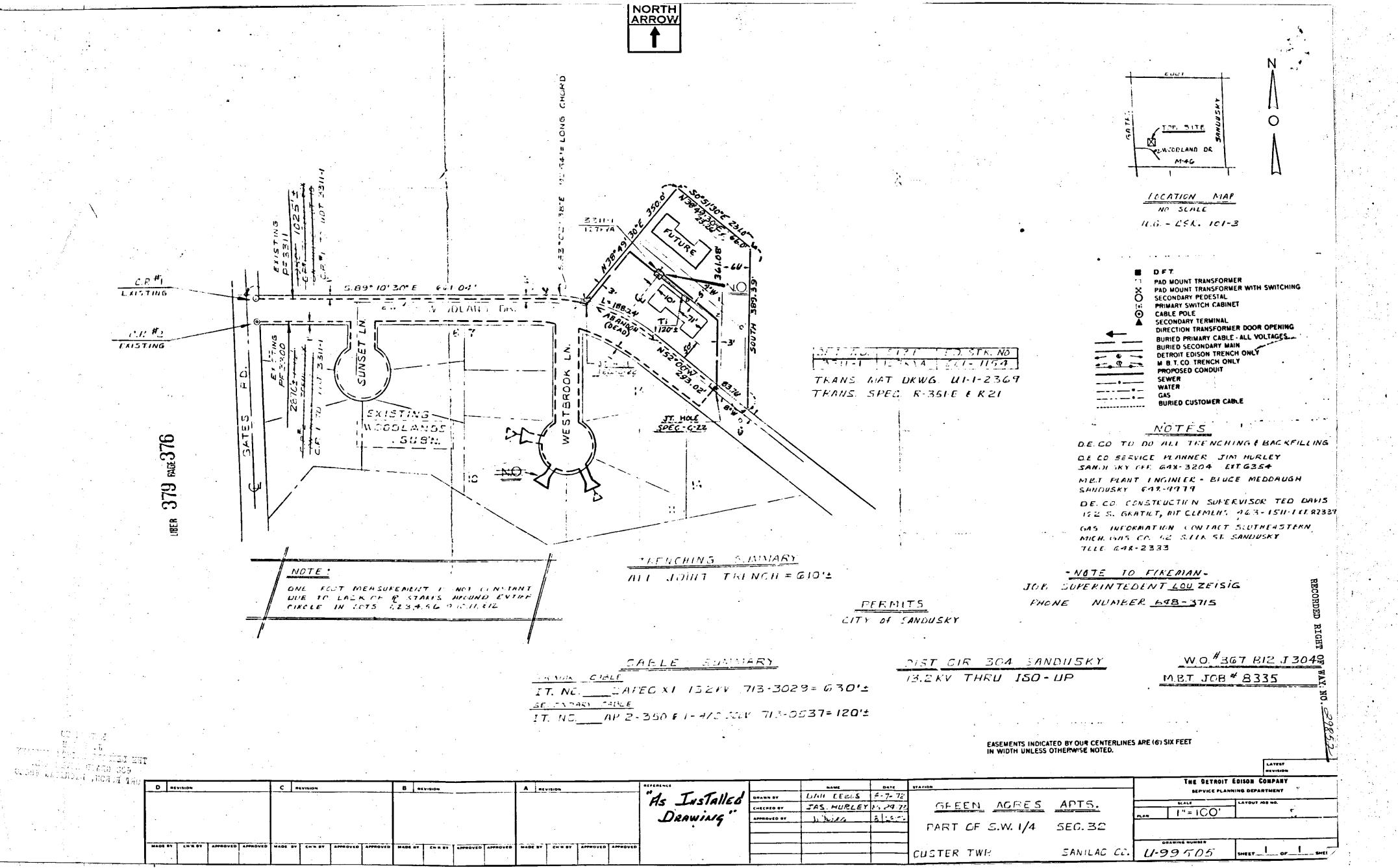
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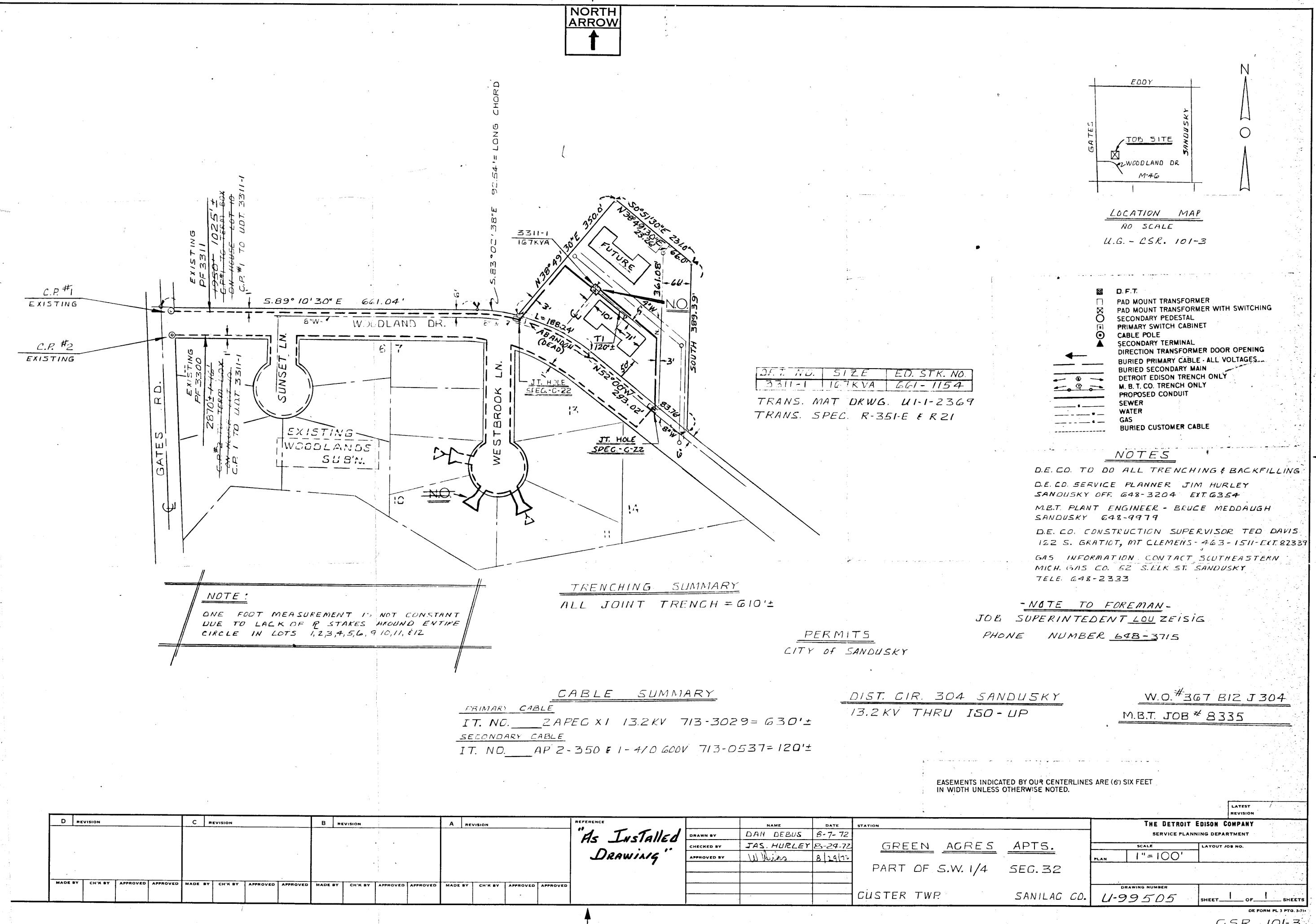
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