

APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 9TH day of September 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 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 :

WHEREAS, Owners are erecting apartments known as Newport Manor, on land in the City of Marine City, County of St. Clair, State of Michigan, as 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 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 BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

555# 284603 E00011.00 DE

(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, 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.

(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.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

- 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.

*Call...
 See 1; C 1/2 of
 Village of Marine
 Lot 13, Bk. 26
 (Newport Manor Apts.)
 DE FORM LE 11 11 71 CS*

-1-

RECORDS CENTER

RECEIVED JUN 6 1975
 TICKLER MADE
 CLASSIFIED

RETURN TO
 J. BROWN

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

THE DETROIT EDISON COMPANY
 600 GRAND RIVER AVE.
 PORT HURON, MICHIGAN 48060

RECORDED RIGHT OF WAY NO. 30001

- b. 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.
- 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. 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.

In the Presence of:

C. George Williams
C. GEORGE WILLIAMS

Irene C. Kata
IRENE C. KATA

Linda M. Loffman
LINDA M. LOFFMAN

Marsha Pavelka
MARSHA PAVELKA

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 William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(authorized signature)

-2-

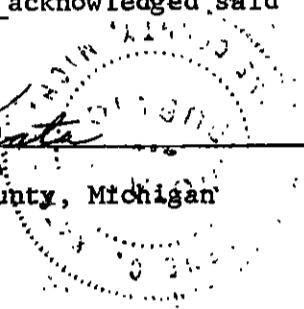
Prepared by: Donald E. Fisher
600 Grand River Avenue
Port Huron, Michigan

RECORDED RIGHT OF WAY NO. 30701

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 15th day of September, 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 instrument 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. Kapa
IRENE C. KAPA
Notary Public, Wayne County, Michigan



My Commission Expires: May 14, 1976

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 21st day of September, 1972, before me the subscriber, WILLIAM F. MURRAY, JR. a Notary Public in and for said County, appeared _____ 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 corporation, 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.

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. 30001

APPENDIX "A"

Lot 2 and 3, except North 50.66' thereof, Block 26; also all that land lying Easterly of said property as platted and the waters of the St. Clair River and between the North and South property lines extended Easterly to the water's edge, Village of Marine, according to the plat thereof as recorded in Liber E of Plats, pages 41 to 43, St. Clair County Register of Deeds Office.

Lot 1, Block 26, Village of Marine, according to the plat thereof as recorded in Liber E of Plats, pages 41 to 43, St. Clair County Register of Deeds Office.

Witness Clyde S. Schmidt
Clyde S. Schmidt
Dolores Schmidt
Dolores Schmidt

Signed Odilon Houtekier
Odilon Houtekier
Suzanne Houtekier
Suzanne Houtekier
52811 Mound Road
Utica, Michigan

STATE OF MICHIGAN }
County of Macomb } s.s.

On this Ninth day of September A.D. 19 72, before me, the undersigned, a notary public in and for said county, personally appeared Odilon Houtekier and Suzanne Houtekier, his wife

known to me to be the person S who executed the foregoing instrument, and acknowledged the same to be their free act and deed,
Dolores Schmidt
Dolores Schmidt

Notary Public Macomb County, Michigan,

My Commission expires August 23, 1975

STATE OF MICHIGAN }
County of _____ } s.s.

On this _____ day of _____ A.D. 19 _____, before me, the undersigned, a notary public in and for said county, personally appeared _____

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

Notary Public _____ County, Michigan

My Commission expires _____

REGISTERS OFFICE }
ST. CLAIR COUNTY } s.s.
Received for record the 22nd
day of Sept A.D. 19 72
at 8 o'clock P M., and recorded in
Liber 990 of _____
page 109
[Signature]
REGISTER OF DEEDS

RECORDED - RIGHT OF WAY NO. 30001

Detroit
Edison

Date: April 18, 1975

To: Monica J. Maier
Records Center

From: Jack Brown *JB*
Real Estate and Rights of Way
Thumb District

Subject: Agreement-Easement-Restrictions for Underground Residential
Distribution for Newport Manor Apartments, Lots 1, 2 and 3,
Block 26, City of Marine City, St. Clair County, Michigan.

Attached for Records Center is the executed Agreement dated September 9, 1972 for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Gerald Ross of Service Planning Department, Thumb 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 Odilon Houtekier and Suzanne Houtekier, the owners of Newport Manor Apartments.

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

JB:pb

Attachment

RECORDED RIGHT OF WAY NO. 3081

Detroit
Edison

February 20, 1975

Mr. Odilon Houtekier
52811 Mound Road
Utica, Michigan 48067

RE: Newport Manor Apartments - City of Marine City, St. Clair County

Dear Mr. Houtekier:

We are enclosing herewith a fully executed copy of the Agreement dated September 9, 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

RECORDED RIGHT OF WAY NO. 38001

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

September 8, 1972

Mr. Odilon Houtekier
52811 Mound Road
Utica, Michigan

Dear Sir:

RE: Newport Manor

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.

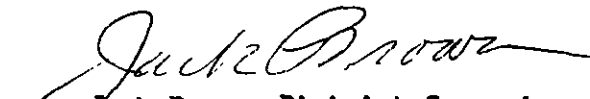
In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

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 (phone number ~~962-2000~~, extension 286).
982-0111

Yours very truly,


Jack Brown, District Supervisor
Real Estate and Rights of Way Dept.

Enclosures

RECORDED RIGHT OF WAY NO. 37701

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date **August 17, 1972**

Odilon Houtakier

32811 Grand Road

Utica, Michigan

Regarding Newport Manor

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 August 17, 1972.

The cost to you for said electric line installation is \$400.00 based on 300 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

RECORDED RIGHT OF WAY NO. 30001

Page 2
The Detroit Edison Company
Date August 17, 1972

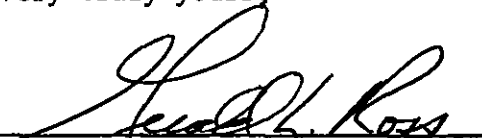
Odilon Houtakier
Regarding: Newport Manor

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
Gerald L. Ross

ACCEPTED:

Name

Odilon Houtakier

Title

Name

Title

Date

RECORDED RIGHT OF WAY NO. 3007

Lawyers Title Insurance Corporation

A-28723
(Revised)

HOME OFFICE - RICHMOND, VIRGINIA
MICHIGAN STATE OFFICE
735 GRISWOLD STREET - DETROIT MICHIGAN 48226

Lawyers Title Insurance Corporation, herein called the Company, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements contained herein

The reverse side hereof is part of this commitment.

FORM OF POLICY TO BE ISSUED

ALTA OWNER'S POLICY

ALTA MORTGAGE POLICY
WITHOUT EXCEPTIONS

ALTA MORTGAGE POLICY
WITH EXCEPTIONS

\$ TO BE DETERMINED

\$

\$

PARTY TO BE INSURED

NAMES TO BE FURNISHED LATER

Located In	Description Of Subject Land	
	City of Marine City,	St. Clair County, Michigan
PARCEL NO. 1:	Lot 2 and 3, except North 50.66 feet thereof, Block 26. Also all that land lying Easterly of said property as platted and the waters of the St. Clair River and between the North and South property lines extended Easterly to the water's edge, Village of Marine, according to the plat thereof as recorded in Liber E of Plats, page 41 to 43, St. Clair County Register of Deeds Office.	
PARCEL NO. 2:	Lot 1, Block 26, Village of Marine, according to the plat thereof as recorded in Liber E of Plats, page 41 to 43, St. Clair County Register of Deeds Office.	

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

1. OWNER:

Odilon Houtekier and Suzanne Houtekier, husband and wife

REQUIREMENT: RECORD DEED FROM ABOVE TO INSURED.

THE FOLLOWING EXCEPTIONS TO BE SHOWN ON POLICY.

- 1972 City taxes are not examined.
- There are no Special Assessments.
- All taxes are paid through 1971.

RECORDED RIGHT OF WAY NO. 30001

This commitment is being furnished preliminary to the issuance of a policy of title insurance. It is not binding until countersigned by an Agent or Authorized Officer of the Company.

Unless the policy is ordered within 90 days from the effective date hereof, this commitment shall cease to be effective. In witness whereof, the Company has caused this commitment to be executed pursuant to its by-laws

at Port Huron, Michigan, effective as of July 14, 1972 at 8 A.M.

Lawyers Title Insurance Corporation

Charles E. Broder

VICE PRESIDENT

Inquiries relative to this commitment and request for issuance of policy are to be directed to Land Title Abstract Co., Michigan National Bank Building Port Huron Michigan 48060 Phone 984 5171 (Area 313)

COUNTERSIGNED BY
LAND TITLE ABSTRACT CO.
ESTABLISHED 1895

Fred W. George

AGENT OR AUTHORIZED OFFICER

1k

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

TO George Williams - 302 G.O.

DATE 9/13/72

TIME _____

RE: Newport Manor - Marine City - St. Clair Co.

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

MICH. BELL

COPIES TO: _____

9-21-72

SIGNED _____

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

REPORT _____

Completed - P. George

DATE RETURNED _____

TIME _____

SIGNED _____

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

TO Eng. Coordinating Department - 302 G.O.

DATE 9/23/72

TIME _____

RE: Underground Service - Newport Manor Apts. Marine City, St. Clair Co.

Agreement-Easement-Restrictions obtained. OK to proceed with construction.

COPIES TO: _____

J. Ross - Service Planning - Port Huron.

SIGNED _____

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

REPORT _____

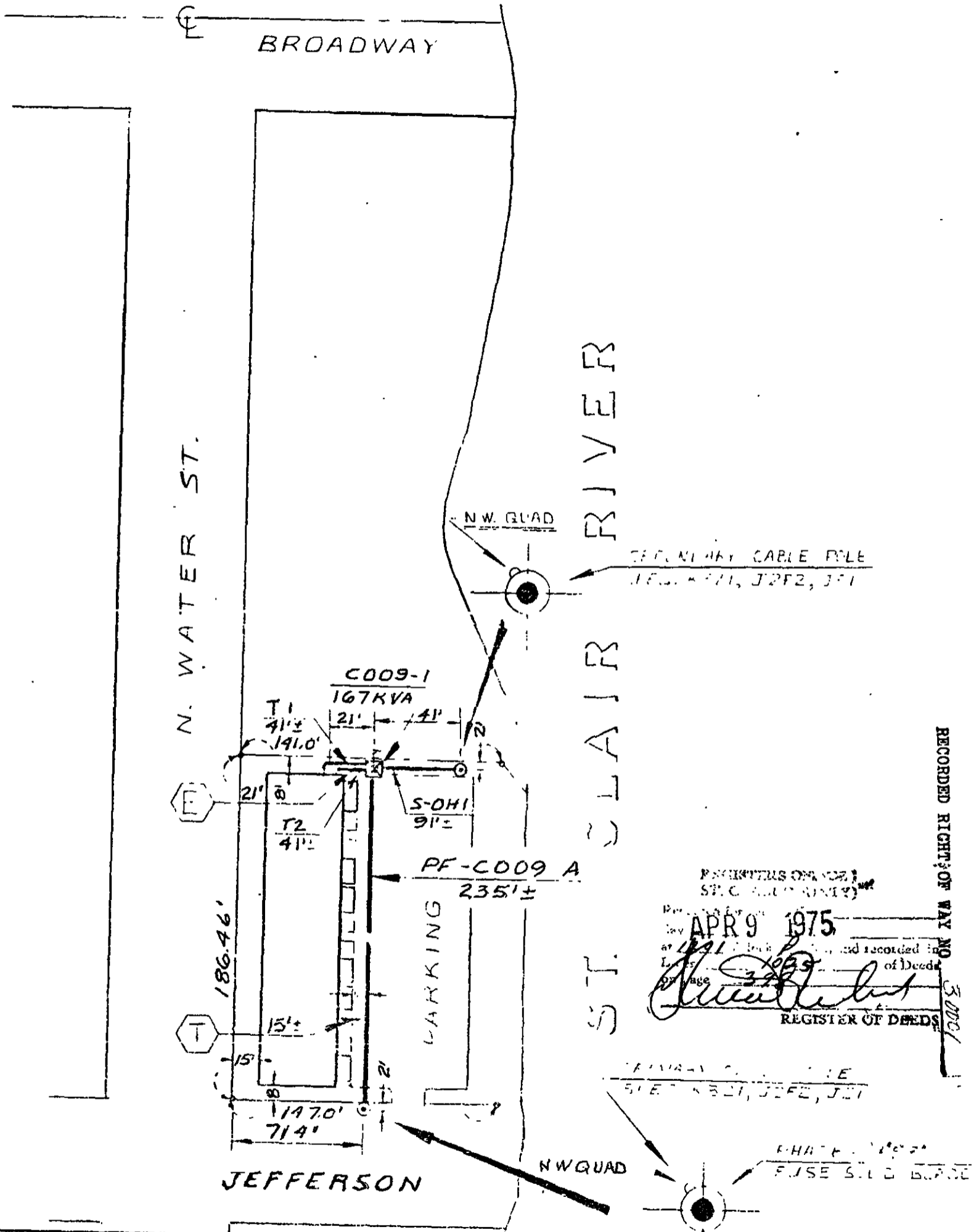
DATE RETURNED _____

TIME _____

SIGNED _____



1023 402



REGISTERED ON (SEE SPEC. AND UNIT) 1023

APR 9 1975

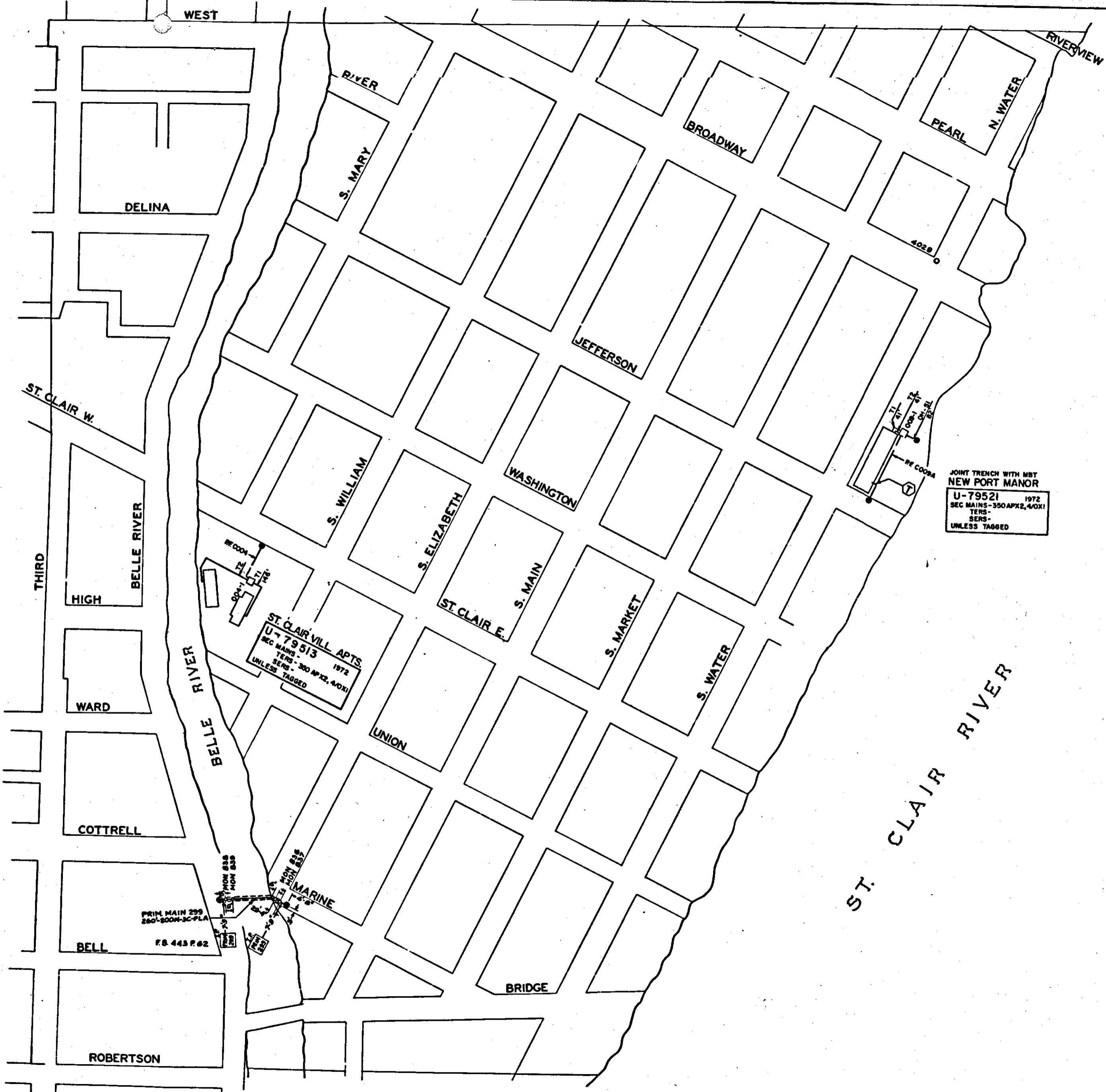
at 1023 of Deeds

of page

REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 30001

STATION		THE DETROIT EDISON COMPANY	
NEWPORT MANOR APTS.		SERVICE PLANNING DEPARTMENT	
LOTS 1, 2 & 3		SCALE	LAYOUT JOB NO.
BLOCK 26		1" = 50'	
LIBER-E		"As Installed Drawing"	
PAGE 41-42		DRAWING NUMBER	SHEET 1 OF 1
CITY OF MARINE CITY		U-79521	
ST CLAIR, CO.			

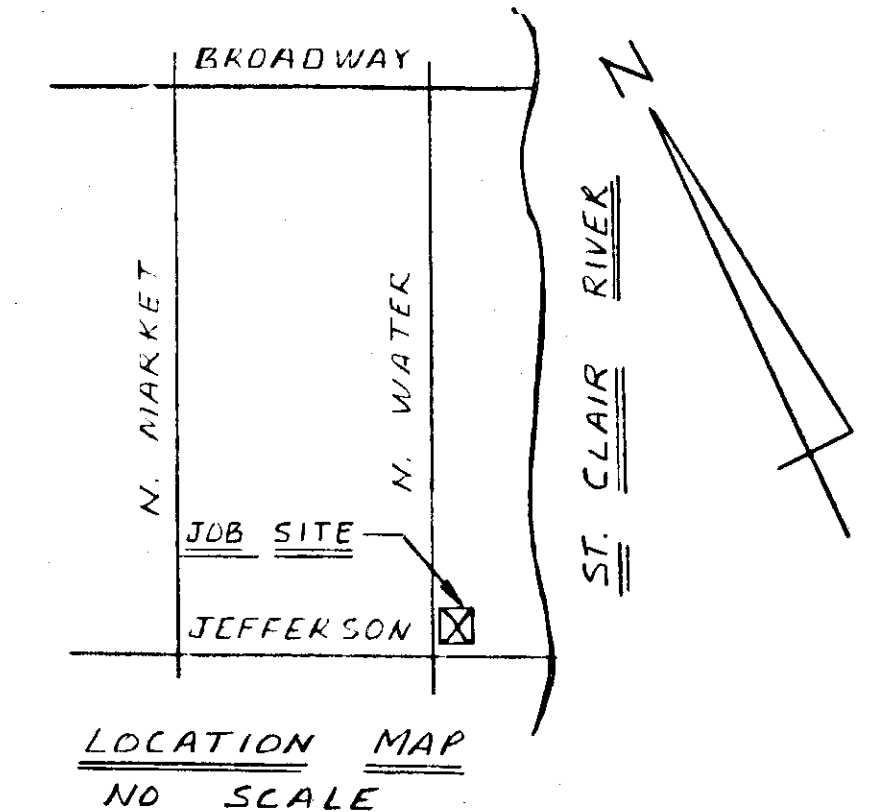


JOINT TRENCH WITH MBT
 NEW PORT MANOR
 U-79521 1972
 SEC MAINS - 350 APX2, 40X1
 TERS - 350 APX2, 40X1
 UNLESS TAGGED

ST. CLAIR VILL. APTS.
 U-79513
 SEC MAINS - 350 APX2, 40X1
 TERS - 350 APX2, 40X1
 UNLESS TAGGED

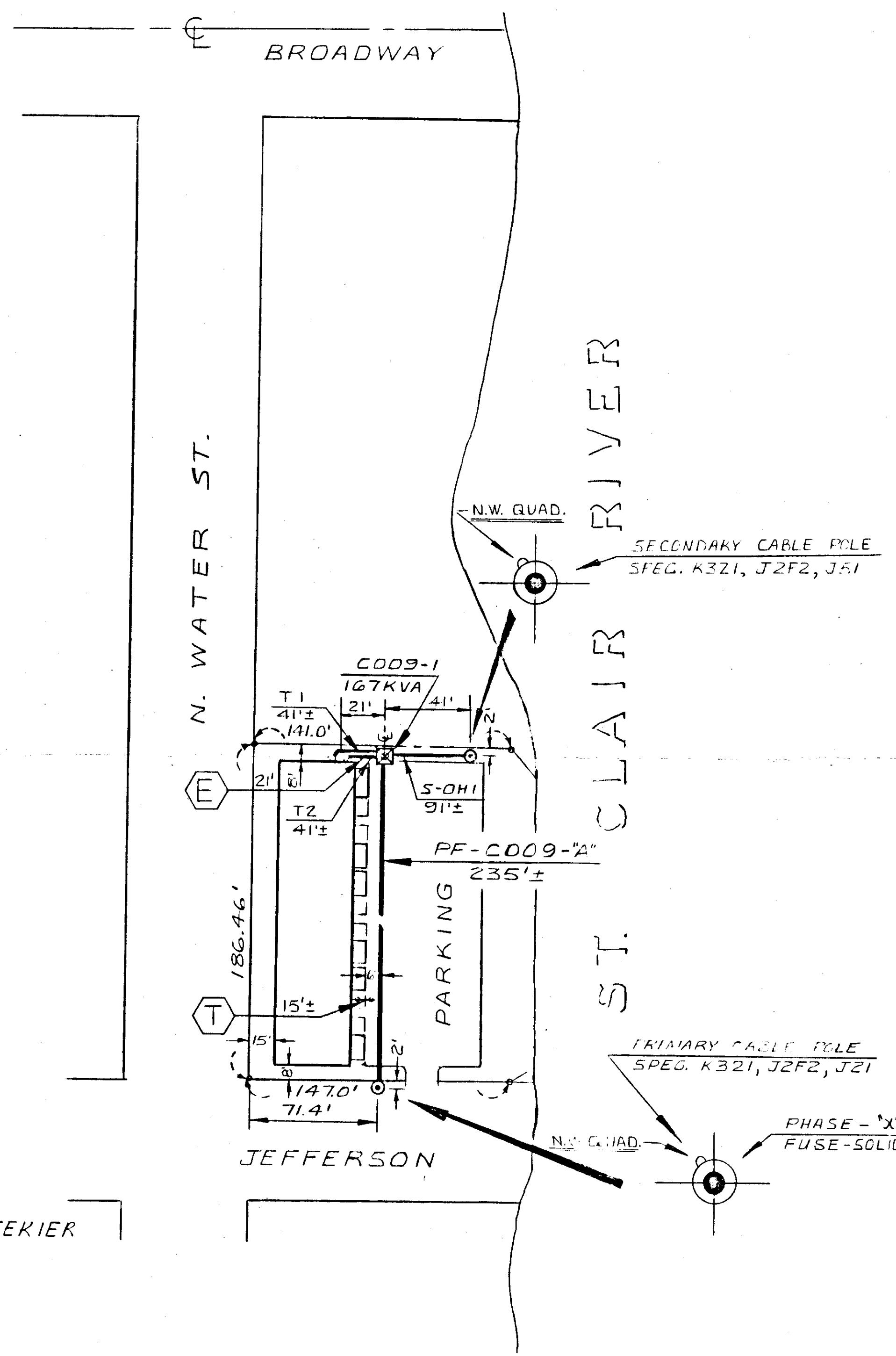
PRIM MAIN 299
 260'-800W-3C-7LA
 FB 443 P 62

RECORDED RIGID OF MAY NO. 32007



CODES

- ☒ PAD MOUNT D.F.T.
- ☐ PAD MOUNT TRANSFORMER
- ☒ PAD MOUNT TRANSFORMER WITH SWITCHING
- SECONDARY PEDESTAL
- ⊙ PRIMARY SWITCH CABINET
- ⊙ CABLE POLE
- ⊙ SECONDARY TERMINAL
- ← 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 J. ROSS
PT. HURON OFF. - 982-0111 - EXT. 6232
3. M.B.T. ENGINEER STAN RENOUF
MT. CLEMENS OFFICE - TELE. 463-3400
4. DE. CO. CONSTRUCTION SUPERVISOR
TED DAVIS - 162 S. GRATIOT, MT CLEMENS
TELE. 463-1511 - EXT. 82339
5. SEWER, WATER & GAS IN N. WATER ST.

TRENCHING SUMMARY

JOINT TRENCHING = 227'±
 DE. CO. TRENCH ONLY = 21'±
 M.B.T. TRENCH ONLY = 15'±
 TOTAL TRENCH = 263'±

CABLE SUMMARY

PRIMARY CABLE
 I.T. NO. 2APECX1 13.2KV 713-3029 = 235'±

SECONDARY CABLE
 I.T. NO. AP2-350 & 1-4/0 600V 713-0537 = 173'±

PERMITS

CITY OF MARINE CITY
 (NOTIFICATION ONLY)

D.F.T. NO.	SIZE	ED. STK. NO.
C009-1	167KVA	661-1154

TRANS. MAT DRAWING U1-1-2369
 TRANS. SPEC. R-351-E & R21

W.O. #367B10J317

DIST. CIR. 301 MARINE CITY
 13.2KV 150-UP

NOTE TO FOREMAN

JOB SUPERINTENDENT ODILON HOUTEKIER
 PHONE NUMBER 731-1310

D REVISION				C REVISION				B REVISION				A REVISION				REFERENCE	NAME	DATE	STATION	THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT		
																			NEWPORT MANOR APTS.	SCALE	LAYOUT JOB NO.	
																			LOTS 1, 2, & 3	PLAN	1" = 50'	
																			LIBER-E	DRAWING NUMBER	U-79521	
																			CITY OF MARINE CITY	SHEET	1 OF 1 SHEETS	
																			ST. CLAIR CO.			