Municipal Buildings

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this <u>24th</u> day of <u>April</u>, 1978, 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".

WITNESSETH:

WHEREAS, Owners are erecting Municipal Buildings known as Joint Ypsilanti Recreation Organization - Phase II Step III, on land in the Township of Ypsilanti, County of Washtenaw, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON will install their electric facilities underground except necessary above ground equipment.

HOW; 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 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, 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 coat and expense of repairing, moving, rearrangement or relocating said facilities to EDISON upon receipt of a statement therefor, Further, if the lines or facilities of EDISON are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utility named herein at the cost and expense of the Owners and shall be paid to EDISON 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 easement for electric underground services in land herein described. When utility lines are installed, this instrument shall be represented with an "as installed" drawing showing the location of utility facilities in regulation to building lines and indicating and easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing However, secondary electric service, 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 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.
 - b. Owners will place survey stakes indicating <u>Building plot</u> 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.

This instrument is re-recorded as stipulated in Paragraph 4 above, to show "as installed" drawing.

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R.J. Ort The Detroit Edison Company 2929 Plymouth Rd., Room 819 Ann Arbor, MI 48105

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- Pereconded Page 1
- d. Sanitary owners shall be installed prior to installation of electric lines. Sewer, water and gas lines may cross easements granted for electric 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 with the limits of the utility easements provided for electric 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 SHALL HAVE THE RIGHT of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric 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 EDISON unless and until the interest of the vendees, under any such contacts, 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 assigne 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 DETROIT EDISON COMPANY

JE G. SUNDSTROM

Parbara Ann Make

BARBARA ANN MAHER

ROBERT R. TEWKSBURY, DIRECTOR

Real Estate and Rights of Way Didne

IRENE C. KATA ASST SECRETARY

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RETURN TO R.J. Ort The Detroit Edison Company 2929 Plymouth Rd., Room 210

Ann Arbor, MI 48105

STATE OF MICHIGAN)	
COUNTY OF WAYNE)	
On this 5th day of June	, 1978 , before me the subscriber,
a Notary Public in and for said County, ap	peared Robert R. Tewksbury and
Irene C. Kata , to me pers	onally known, who being by me duly sworn
did say they are the Director, Real Estate	and and Assistant Secretary
Rights of Way Dept. of THE DETROIT EDISON COMPANY, a corporati	on organized and existing concurrently
under the laws of Michigan and New York, a	nd that the seal affixed to said instru-
ment is the corporate seal of said corpora	tion, and that said instrument was signed
in behalf of said corporation, by authorit	y of its Board of Directors, and
Robert R. Tewksbury and Irene	e C. Kata acknowledged said
instrument to be the free act and deed of	said corporation.
	Barbara (Ann) Mikelin 13
. No	BARBARA ANN MAHER Stary Public, Wayne County, Michigan
My Commission Expires: August 23, 1978	
	A CONTRACTOR OF THE PROPERTY O
	;1
STATE OF MICHIGAN)	
COUNTY OF SS.	
On this day of	, 19 , before me the subscriber,
a Notary Public in and for said County, and	7 -
to me personally known, who being by me du	ly sworn did say that he is
authorized by a	and for
corporation, and that said inst	rument was signed in behalf of said cor-
poration, by authority of its Board of Dir	ectors, and
acknowledged said instrument to be the fre	e act and deed of said corporation.
No	otary Public County, Michigan
My Commission Expires:	

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RETURN TO
R.J. Ort
The Detroit Edison Company
2929 Plymouth Rd., Room 210
Ann Arbor, MI 48105

LIBER 1954 PAGE 354 Page 485	Jyro Park Deopment, Phase II Step III
Witness: Namy G. Rockwell Henry A. Rockwell John E. Sheard	JOINT YPSILANTI RECREATION ORGANIZATION By: Bobut b- Cruster (Chairman - 1478) Robert L. Hyden By: David G. Hill
Prepared By:	Address: 9075 Huron River Drive Ypsilanti, Michigan 48197
Detroit, MI 48226	
STATE OF MICHIGAN)) SS COUNTY OF WASHTENAW) On this 24th day of April	A.D.19 78, before me, the subscriber, a Notary
Public in and for said county, appeared	Robert L. Ryden
and V David G. Hill	_to me personally known, who being by me duly
sworn did say that they are the Chairma	and Vice Chairman
of Joint Ypsilanti Recreation Organization	and that the seal affixed to said instru-넑
ment is the corporate seal of said corporat sealed in behalf of said corporation by aut	ion and that said instrument was signed and
Robert L. Ryden	and David G. Hill
acknowledged said instrument to be the free	

RUUWN TO R.J. Ort The Betreit Edison Company 2029 Flycowin Ma., House 213 Aum Ardor, MI 43109

My Commission Expires: December 16, 1981

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R.J. Ort
The Detroit Edison Company
2929 Plymouth Rd., Room 210
Ann Arbor, MI 48105

LIBER 1654 PAGE 355

APPENDIX "A"

Township of Ypsilanti

Township Three (3) South, Range Seven (7) East
Section Twenty-three (23). All that part of Northwest fractional quarter (NWfr11/4) Lying
Southerly of the Six Hundred Eighty-six (686) for contour, mean sea level datum, on the
Southerly side of the Huron River, except a parcel commencing at the West quarter post of
said Section Twenty-three (23), thence North No Degrees (0°) Fifty-four Minutes (54')-Twenty
Seconds (20") West Two Hundred Fifty-one and One Hundredths (251.01) feet along West Section 1i
line of said Section Twenty-three (23), thence South Fifty-six Degrees (56') Fifty-one Minutes
(51') Twenty Seconds (20") East Sixty and Thirty-five Hundredths (60.35) feet, thence North
No Degrees (0°) Fifty-four Minutes (54') Twenty Seconds (20") West Six Hundred Eighty-four
and Forty-six Hundredths (684.46) feet, thence South Forty-two Degrees (42°) Fourteen Minutes
(14') Twenty Seconds (20") East One Hundred Forty-five (145.0) feet, thence North Forty-seven
Degrees (47°) Forty-five Minutes (45') Forty Seconds (40") East Seventy (70.0) feet to the
place of beginning of this exception, thence Southeasterly Seventy-five and Fifty-nine Hundredths (75.59) feet in the arc of a curve to the right, radius Seventy (70) feet, chord South
Eleven Degrees (11°) Eighteen Minutes (18') Nineteen Seconds (19") East Seventy-one and Ninetyeight Hundredths (71.98) feet, thence South Forty-two Degrees (42°) Fourteen Minutes (14')
Twenty Seconds (20") East Two Hundred Seven and Twenty-seven Hundredths (207.27) feet, thence
Southeasterly Thirty-three (33.0) feet in the arc of a curve to the left, radius Six Hundred
Sixty-seven and Fifty-two Hundredths (667.52) feet, thence North Forty Degrees (40°) East to
a point on contour of Six Hundred Eighty-six (686) feet mean sea level datum, thence North
Sixty-three Degrees (63°) One Minute (01') West Forty-one and Thirty Hundredths (41.30) feet,
thence North Twenty-eight Degrees (28°) Six Minutes (06') Forty Seconds (40") West Two Hundred
Seventy-one and Seventy-five Hundredths (271.75) feet

Containing Forty and Eighty-two Hundredths (40.82) acres

AND

Township of Ypsilanti

(40°) West to Place of Beginning

Township Three (3) South, Range Seven (7) East

Section Twenty-two (22) That part of East half of Northeast quarter (E 1/2 NE 1/4) described as beginning at the intersection of the East line of said Section Twenty-two (22) and the centerline of Huron River Drive, thence Northerly along said section line One Thousand Ninety-seven and Four Tenths (1,097.4) feet, thence North Seventy Degrees (70°) Eight Minutes (08') Ten Seconds (10") West one Hundred Two and Sixty-nine Hundredths (102.69) feet, thence South Eighty-six Degrees (86°) Six Minutes (06') Twenty Seconds (20") West Two Hundred Eleven and Nineteen Hundredths (211.19) feet, thence South Eighty-six Degrees (86°) Thirty-six Minutes (36') Forty-nine Seconds (49") West One Hundred Thirty-eight and Three Hundredths (138.03) feet, thence South Fifty-six Degrees (56°) Twenty-three Minutes (23') Twenty Seconds (20") West Seventy-five and Five Hundredths (75.05) feet, thence Southerly Nine Hundred Seventy-eight and Fifty-six Hundredths (978.56) feet to a point in the centerline of Huron River Drive Five Hundred Eighteen and Thirty Hundredths (518.30) feet Westerly as measured along said centerline from the point of beginning, thence Easterly Five Hundred Eighteen and Thirty Hundredths (518.30) feet along said centerline to point of beginning. Containing Twelve and Twenty-eight Hundredths (12.28) acres

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TAX DEPT.	

RETURN TO R.J. Ort The Detroit Edison Company 2929 Plymouth Rd., Room 210 Ann Arbor, MI 48105

Joint Ypsilanti Recreation Organization 9075 E. Huron River Drive Ypsilanti, MI 48197

Re: JYRO PARK Step III

Enclosed is the original and two copies of the Agreement-Easement-Restrictions for the above described project. Please have the original and one copy executed and returned to us. It appears to me from the evidence that you have furnished that the following parties should execute this agreement:

at least one officer of JYRO

If any additional interest holders are now involved, their signatures are also required.

We will have the officers of xxxxxxxxxxx and Edison execute the Agreement and return a fully executed copy to you. The 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 sign where indicated. The Notary can be one of the witnesses. Also, Print or type the names of all parties signing the document, 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 this instrument, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return signed document to:

James Davenport, 2929 Plymouth Rd., Suite 210, Ann Arbor, MI 48105

If there are any questions, please call me at: 769-5880, extension 255

Yours truly,

James M. Davenport

Real Estate and Rights of Way Representative

Enclosure:

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Res!	Retate and Rights of May Dept., ANN ARM District Application No. AS 4/7
	For RE & RW Dept. Use - DE-BEL No.
We t	nave included the following necessary material and information:
_	RIAL: Subdivision 1. Copy of complete final proposed plat, or
	2. Recorded plat a. Site plan
or	b. Title information (deed, title committment, contract, or title search)
	Other than subdivision 1. Property description 2. Site plan 3. Title information (deed title committment contract or title search)
	3. Title information (deed, title committment, contract or title search)
INFO	RMATION:
(1)	Project name: JYRO PARK STEP III County: WASHTENAW
	City/Township/Village: YPSILANTI TOWN SHIP Section No. 22
(2)	Name of developer: JOINT YPSILANTI RECREATION ORGANIZATION
	Address: 9075 E HUROW RIVER DR Phone No. 485-6880
(3)	Date service is wanted 4- 17-78
	Entire project will be developed at one time: Yes No
(5)	
(6)	Joint easements required: Yes No X
	(a) Name of other utilities: EDISON ONLY
	(b) Other utility engineer names and phone numbers:
(7)	Part of subdivision is fed from avanhand sources.
. , ,	Part of subdivision is fed from overhead service Yes No
70 \$	Lot No.
(8)	Additional information or comments: FINAL STEP-
io te	: Trenching letter attached OR, will be submitted later
	Signed:(Service Planning Department)
	ived, RE & RH Dept. on:

Ann Arbor Division 401 South Main Street Post Office Box 18 Ann Arbor, Michigan 48107 (313 769-ped)

September 1, 1978

Joint Ypsilanti Recreation Organization 9075 E. Huron River Drive Ypsilanti, Mich. 48197

Re: Jyro Park Development, Phase 2, Step 3

Gentlemen:

We are enclosing herewith a fully executed copy of the for the Agreement dated April 24, 1978 underground electric and communication services for the above named project.

Very truly yours,

James M. Davenport

Real Estate and Rights of Way Representative

Ann Arbor Division

Enclosure:

Detroit
Edison

Date:	January 2, 1979	
To:	Record Center 130 General Offices	
From:	James M. Davenport VIVV Real Estate and Rights of Way Department Ann Arbor Division	
Subject:	Agreement-Easement-Restrictions for underground residential distribution for Jyro Park Development Phase 2 located in Ypsilanti Township - Washtenaw County	ន្ត្រាស្ត្របន្សាទ្ធា ទ
April 24, 1 are other	Record Center 130 General Offices James M. Davenport Real Estate and Rights of Way Department Ann Arbor Division Agreement-Easement-Restrictions for underground residential distribution for Jyro Park Development Phase 2 located in Ypsilanti Township Washtenaw County or Records Center is the executed agreement dated legratery for the above named project. Also enclosed pertinent papers relative to this project for this project were requested by A. McCartney anning Department, Ann Arbor Office Division.	RIGHT OF WAY
Service Pl	anning Department, Ann Arbor Office Division.	
The agreem	ent was negotiated by <u>James M. Davenport</u> of the Real Estate and Rights of Way Depar Division.	20
Please mak	e the attached papers a part of recorded Right of Way file.	
(Additional	Information)	
···		

Attachment

