

\$15.00 EASEMENT
Receipt #4683

LINER 909 PAGE 404
STATE OF MICHIGAN
ST. JOSEPH COUNTY
RECORDED

7 OCT 1999 10:35:19 AM

CYNTHIA L. JANNATT
REGISTER OF DEEDS

EASEMENT

The CITY OF STURGIS, a Michigan municipal corporation, whose address is 130 North Nottawa, Sturgis, Michigan 49091, party of the first part, in consideration of Ten and 00/100 (\$10.00) Dollars to it in hand paid by RALPH LEVIN and RENEE LEVIN, whose address is 304 South Lakeview, Sturgis, Michigan 49091, party of the second part, hereby conveys and warrants to the party of the second party, their successors and assigns, the easement and right to construct, repair, substitute, remove, replace and maintain a motor vehicle canopy together with the usual services, connections and accessories, over and across the following described parcel of land situated in the City of Sturgis, St. Joseph County, Michigan, described as follows, to-wit:

A parcel of land located in the Southwest Quarter of Section 6, Town 8 South, Range 9 West, City of Sturgis, St. Joseph County, Michigan, more particularly described as follows:

Commencing at the Southwest Corner of said Section 6,

Thence North along the West line of said Section a distance of 290.5 feet to the centerline of East Congress Street; thence easterly along the centerline of East Congress Street a distance of 280.00 feet; thence North perpendicular to the centerline of East Congress Street a distance of 25.00 feet to the point of beginning on the north right-of-way line of East Congress Street; thence easterly along the north right-of-way line of East Congress Street a distance of 80.00 feet; thence southerly perpendicular to the centerline of East Congress Street a distance of 2.00 feet; thence westerly parallel to the centerline of East Congress Street a distance of 80.00 feet; thence northerly perpendicular to the centerline of East Congress Street a distance of 2.00 feet to the point of beginning.

With full right and authority to the party of the second part, their successors and assigns, and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, substituting, removing, replacing and maintaining any or all of the said motor vehicle canopy, services, connections and accessories.

Party of the first part reserves the right to use the premises for purposes not inconsistent with party of the second part's use of said property.

As a part of the consideration of this easement, party of the second part agree to obtain all required building permits from the City of Sturgis for the construction of the motor vehicle canopy and further agree for themselves and their heirs that at such time as they, or their child or children, no longer reside at or are the owners of the property north of and adjacent to the property described in this easement, party of the second part or their successors and assigns shall, within thirty (30) days from said date, remove the motor vehicle canopy and the fence located adjacent to the north side of Congress Street. In the event the motor vehicle canopy and fence are not removed within thirty (30) days from said date, party of the first part may remove the motor vehicle canopy and fence and the cost thereof shall be a lien upon the following described real estate:

Lot Thirty-nine (39) and the South half (S 1/2) of Lot Forty (40), Fox Stockie Addition, according to Plat of record in the office of the Register of Deeds for St. Joseph County, Michigan, in Liber 3 of Plats on page 2.

ALSO:

Lots Six (6), Seven (7) and Eight (8), Fox Addition No. 1, a part of Section Six (6), Township Eight (8) South, Range Nine (9) West, according to plat of record in the office of the Register of Deeds for St. Joseph County, Michigan, in Liber 2 of Plats on page 21;

Also commencing at the Southwest (SW) corner of Section Six (6), Township Eight (8) South, Range Nine (9) West, thence North on the Section line Three hundred fifteen and fifteen hundredths (315.15) feet, thence East One hundred forty-four and four tenths (144.4) feet to the point of beginning, thence East Two hundred four (204) feet, thence North One hundred fifty (150) feet, thence West Two hundred four (204) feet, thence South One hundred fifty (150) feet, to the point of beginning.

Party of the second part further agree to indemnify, defend and hold party of the first part harmless from and against any and all claims, liabilities, causes of action, or damages whatsoever, arising out of or connected with party of the second part's exercise of the rights herein granted.

IN WITNESS WHEREOF, the parties have set their hands and seals this 30th day of September, 1999.

WITNESSETH:

Sharon A. Hudson
Sharon A. Hudson

Mary M. Stoddard
Mary M. Stoddard

CITY OF STURGIS

By: Carl Holsinger
Carl Holsinger
Its Mayor

By: Carol F. Ramball
Carol F. Ramball
Its Clerk

Party of the First Part

WITNESSETH:

John R. Dresser
John R. Dresser

Julia A. Stogdill
Julia A. Stogdill

Ralph Levin
Ralph Levin

Renee Levin
Renee Levin

Party of the Second Part

STATE OF MICHIGAN,)
) ss:
COUNTY OF ST. JOSEPH.)

On this 30th day of September, 1999, before me, a Notary Public in and for said County, appeared Carl Holsinger and Carol Rambadt to me personally known, who, being by me duly sworn, did for themselves each say that they are the Mayor and Clerk, respectively, of the City of Sturgis, named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said City of Sturgis; and said Carl Holsinger and Carol Rambadt acknowledged said instrument to be the free act and deed of said City of Sturgis.

W. A. VanBent
W. A. VanBent, Notary Public
St. Joseph County, Michigan
My commission expires: 02/04/2003

STATE OF MICHIGAN,)
) ss:
COUNTY OF ST. JOSEPH.)

On this 23rd day of September, 1999, before me, a Notary Public in and for said County, appeared Ralph Levin and Renee Levin, to me personally known, who, being by me duly sworn, did say that they executed the within instrument as their free act and deed.

W. A. VanBent
W. A. VanBent, Notary Public
St. Joseph County, Michigan
My commission expires: 02/04/2003

Prepared in the offices of:
Bird, Svendsen, Brothers,
Scheske & Patison, P.C.
227 West Chicago Road
Sturgis, MI 49091
By: Roger A. Bird
(616) 651-2445

4 APR 95 11:33 A.M.

CYNTHIA JARRATT
REGISTER OF DEEDS

SIDEWALK SETTLEMENT AGREEMENT

LIBER 726 PAGE 669

THIS AGREEMENT, made and entered into as of the 1st day of February, 1995 by and between the CITY OF STURGIS, 130 North Nottawa, Sturgis, Michigan 49091 ("CITY"), RALPH LEVIN and RENEE LEVIN, 304 South Lakeview, Sturgis, Michigan 49091 ("LEVIN") and TRINITY LUTHERAN CHURCH, 406 South Lakeview, Sturgis, Michigan 49091 ("CHURCH");

WHEREAS, CITY has adopted a sidewalk construction plan whereby sidewalks will be constructed within the City of Sturgis in various areas including the east side of South Lakeview and the North and South sides of the 900 block of East Congress; and

WHEREAS, LEVIN owns the real property located in the Northeast corner of South Lakeview and East Congress legally described as follows:

Lot Thirty-nine (39) and the South half (S $\frac{1}{2}$) of Lot Forty (40), Fox Stoeckle Addition, according to Plat of record in the office of the Register of Deeds for St. Joseph County, Michigan, in Liber 3 of Plats on page 2.

ALSO:

Lots Six (6), Seven (7) and Eight (8), Fox Addition No. 1, a part of Section Six (6), Township Eight (8) South, Range Nine (9) West, according to plat of record in the office of the Register of Deeds for St. Joseph County, Michigan, in Liber 2 of Plats on page 21;

Also commencing at the Southwest (SW) corner of Section Six (6), Township Eight (8) South, Range Nine (9) West, thence North on the Section line Three hundred fifteen and fifteen hundredths (315.15) feet, thence East One hundred forty-four and four tenths (144.4) feet to the point of beginning, thence East Two hundred four (204) feet, thence North One hundred fifty (150) feet, thence West Two

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hundred four (204) feet, thence South One hundred fifty (150) feet, to the point of beginning.

and

WHEREAS, CHURCH owns the property in Southeast corner of South Lakeview and East Congress; and

WHEREAS, the LEVIN property adjacent to the 900 block of East Congress contains various structures and trees in the proposed sidewalk right-of-way and LEVIN has contested the right of the CITY to construct the sidewalk upon his property; and

WHEREAS, LEVIN has offered to contribute to CHURCH, on behalf of CHURCH, the sum of Ten Thousand and 00/100 (\$10,000.00) Dollars, and CHURCH has agreed to transfer to the CITY said sum for application against construction costs for a sidewalk on the South side of East Congress within the 900 block; and

WHEREAS, the Sturgis City Commission in regular session on June 8, 1994 approved such a proposal and directed the CITY to enter into this Sidewalk Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by the parties as follows:

1. Upon execution of this Agreement LEVIN shall contribute to CHURCH the sum of Ten Thousand and 00/100 (\$10,000.00) Dollars and CHURCH shall immediately pay said sum over to the CITY for application against construction costs for the construction of a sidewalk on the South side of East Congress in the 900 block.

2. CITY will then proceed to construct a sidewalk pursuant

to its previously adopted sidewalk construction plan on the South side of the 900 block of East Congress and shall proceed to construct sidewalks pursuant to said plan on the East side of South Lakeview.

3. CHURCH and LEVIN will not be required to pay any additional sums with respect to assessments for the construction of sidewalks on South Lakeview or the 900 block of East Congress.

4. CITY will not construct sidewalks on the North side of East Congress in the 900 block as long as LEVIN, their child or children, or the issue of their child or children, remain or are the owners of the property adjacent to East Congress.

5. CITY retains all rights, other than as limited under Paragraph 4 of this Agreement, to construct, maintain and improve sidewalks and streets adjacent to the LEVIN property.

WITNESSETH:

Nancy Niskaum
Nancy Niskaum
Roy Dost
Roy Dost

CITY OF STURGIS

By: Jerome Kysscorni
Jerome Kysscorni

TRINITY LUTHERAN CHURCH

By: Ronald Scheske
Ronald Scheske

David McNeill
David McNeill
Denise Beligano
Denise Beligano

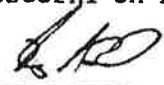
Troy Potzman
Troy Potzman
John A. Smits
John A. Smits
Troy Potzman
Troy Potzman
John A. Smits
John A. Smits

Ralph Levin
Ralph Levin

Renee Levin
Renee Levin

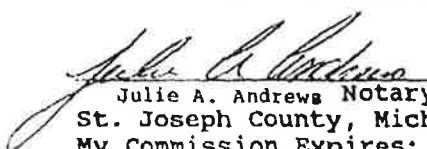
STATE OF MICHIGAN,)
) SS:
COUNTY OF ST. JOSEPH.)

The foregoing instrument was acknowledged before me this 28th day of February, 1995, by Jerome Kisscorni on behalf of the City of Sturgis.


Roger A. Bird, Notary Public
St. Joseph County, Michigan
My Commission Expires: 3/27/95

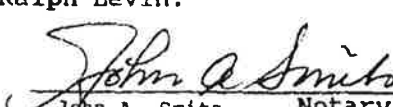
STATE OF MICHIGAN,)
) SS:
COUNTY OF ST. JOSEPH.)

The foregoing instrument was acknowledged before me this 23 day of February, 1995, by Ronald Scheske on behalf of the Trinity Lutheran Church.


Julie A. Andrews, Notary Public
St. Joseph County, Michigan
My Commission Expires: 10/29/99

STATE OF MICHIGAN,)
) SS:
COUNTY OF ST. JOSEPH.)

The foregoing instrument was acknowledged before me this 10TH day of FEBRUARY, 1995, by Ralph Levin.

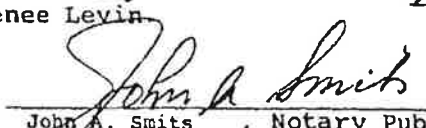

John A. Smits, Notary Public
St. Joseph County, Michigan
My Commission Expires:
JOHN A.M. SMITS
Notary Public
St. Joseph Co., MI
My Commission Expires
March 12, 1995

STATE OF MICHIGAN,)
) SS:
COUNTY OF ST. JOSEPH.)

The foregoing instrument was acknowledged before me this 10TH day of FEBRUARY, 1995, by Renee Levin.

PREPARED IN THE OFFICES OF:

Bird, Svendsen, Rogness &
Mestelle, P.C.
P.O. Box 7158, Sturgis, MI 49091
By: Roger A. Bird


John A. Smits, Notary Public
St. Joseph County, Michigan
My Commission Expires:

JOHN A.M. SMITS
Notary Public
St. Joseph Co., MI
My Commission Expires
March 12, 1995

GENERAL TELEPHONE COMPANY
OF MICHIGAN

LIBER 433 PAGE 535
EASEMENT FOR RIGHT OF WAY

EN-044
(Rev. 1-2-77)

In consideration of the sum of One dollar Dollars (\$ 1.00)

Ralph Levin and Renee G. Levin, Husband & Wife

of 304 Lakeview Avenue, Sturgis, Michigan 49091

("Grantor") hereby grants and conveys to General Telephone Company of Michigan, a Michigan corporation, of 455 East Ellis Road, Muskegon, Michigan 49443 ("Grantee"), its successors and assigns, an exclusive and perpetual easement for right of way for the purpose of constructing, replacing, maintaining, adding to, operating or removing lines of communication facilities consisting of conduits, aerial and buried cables, wires, poles, guys, anchors, repeater huts and other fixtures and appurtenances as Grantee from time to time may require, together with the right of ingress and egress upon the herein described lands for the purpose of the easement granted, across, upon and over lands owned by Grantor situated in Section 7, Town 8 S, Range 9 W, Township of Sturgis, County of St. Joseph State of Michigan, more fully described as follows:

RECORDED

Lot 6, 7, & 8 Of the Fox Addition to the City of Sturgis.

SEP 7 10 57 AM '78

Patricia T. Thibault
REGISTER OF DEEDS
ST. JOSEPH CO. MICH.

A 10' wide easement, the location of which shall be as follows:

Bury cable and conduit 10' East of the foundation of house running in a N'y and S'y direction on said property. Cable approx. 36" in depth.

Grantee will pay for all damages caused by the construction or maintenance of said telephone facilities.

It is further agreed that no permanent structure shall be erected within the easement by the Grantor, and Grantee and Grantor shall each have the right to trim, ~~xxx xxx xxxxx~~ *skh* trees and brush from the easement.

This grant shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand and seal this 6th day of September, 1978.

WITNESS:

Sharon K. Heivilin
Sharon K. Heivilin

Vern Wallick-Breder
VERN WALLICK, Builder

Ralph Levin
Ralph Levin

Renee G. Levin
Renee G. Levin

STATE OF MICHIGAN)
COUNTY OF St. Joseph) ss.

On this 6th day of September, 1978, before me the subscriber, a Notary Public, in and for St. Joseph County and acting in St. Joseph County, personally appeared Ralph Levin and Renee G. Levin, Husband & Wife

to me known to be the person(s) named in and who executed the within instrument as Grantor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

DRAFTED BY:

Sharon K. Heivilin
Notary Public

DRAFTED BY
SHARON K. HEIVILIN
P.O. BOX 99
THREE RIVERS, MICH.
49093

SHARON K. HEIVILIN
Notary Public, St. Joseph County, Mich.
My Comm. Expires 11-14-81, 19