

**From:** Kraig Salvesen <kraig.salvesen@gmail.com>  
**Sent:** Thursday, June 18, 2020 4:52 PM  
**To:** Lenart, Brett <BLenart@a2gov.org>; Vander Lugt, Kristen <KVanderLugt@a2gov.org>  
**Subject:** Fwd: Ridgeway Setback

Brett and Kristen,

I have sent this to Jon, but as he did not comment on it directly and as he is not in the office at present, I wanted to make sure you had a chance to have a look at it as well. This correspondence is with Liberty Title's in-house counsel and compliance officer, and amounts to a deed restriction establishing a front setback of 40' on my property and 7 Ridgeway, which would seem to prohibit part of the applicants' variance request. As you'll see in my formal letter tomorrow and can verify by perusing the historical materials, Ms. McKinley demonstrated her awareness of this deed restriction at the time of the lot division in 1994 yet chose to pursue a variance contrary to the restriction anyway.

No action needed unless you see fit to include the portion from Mr. Grigg in the packet materials – I will make use of this in my arguments, however, and therefore wanted to be able to state that this correspondence and the highlighted deed language have been seen by Planning staff. Perhaps Jon has processed and passed on already in which case I apologize for the redundancy!

Thank you,  
–Kraig Salvesen  
3 Ridgeway St

----- Forwarded message -----

**From:** David Grigg <dgrigg@libertytitle.com>  
**Date:** Fri, May 8, 2020 at 1:48 PM  
**Subject:** Ridgeway Setback  
**To:** [kraig.salvesen@gmail.com](mailto:kraig.salvesen@gmail.com) <[kraig.salvesen@gmail.com](mailto:kraig.salvesen@gmail.com)>

Kraig,

I looked at the files again and agree with you that the highlighted portion of the attached does constitute a restrictive setback. I have since revised our commitment and contacted the parties of our decision.

Please let me know if you have further questions



**DAVID M. GRIGG, ESQ**

UNDERWRITING COUNSEL-CHIEF COMPLIANCE OFFICER  
1025 E. MAPLE RD., BIRMINGHAM, MI 48009  
DIRECT @ 586-737-2159 OR 248-434-5560 EXT. 3619  
DGRIGG@LIBERTYTITLE.COM

WWW.LIBERTYTITLE.COM

William A. Paton,  
 TO  
 Anne R. Vernou.

This instrument was presented and received for record this 13th day of October A. D. 1921, at 4:00 o'clock P.M., and recorded in Liber 229 of Deeds, on page 48, as a proper certificate was furnished in compliance with Section 3957, Compiled Laws of 1897.

P. L. Townsend, Register of Deeds.

**This Indenture** *Ernest F. Barker* Deputy Register.  
 Made this 12th day of October

in the year of our Lord one thousand nine hundred twenty one

BETWEEN William A. Paton and Mary S. Paton, husband and wife, and Ernest F. Barker and Emma S. Barker, husband and wife, of the city of Ann Arbor, Washtenaw County, Michigan of the first part, and Anne R. Vernou of the same place

of the second part

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar and other valuable considerations

to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to her heirs and assigns, FOREVER, all that certain piece or parcel of land, situate and being in the City of Ann Arbor County of Washtenaw, and State of Michigan,

and described as follows, to-wit: "Commencing at the intersection of the center line of Geddes Avenue with the center line of Oswego Street; thence westerly along the center line of Geddes Avenue 27.98 feet; thence deflecting 83 degrees and 46 minutes to the right 242.32 feet to the place of beginning; thence deflecting 87 degrees, 59 minutes and 30 seconds to the left, 104.12 feet to an iron pipe; thence northerly at right angles to the last course, 120 feet; thence deflecting 87 degrees 59 minutes and 30 seconds to the right, 99.86 feet to an iron pipe; thence southerly at right angles with the last course 123.52 feet to the place of beginning, being a part of the east half of the southeast quarter of section number 28, township 2 south, range 6 east, city of Ann Arbor, county of Washtenaw and State of Michigan.

This transfer is subject to the following conditions and restrictions:-

- 1- The right to use a strip three feet wide along the west side of the above described property for a sidewalk is hereby reserved by the parties of the first part.
- 2- The conditions and restrictions set out in deed between the same parties dated Jan. 3, 1921 and recorded in Liber 226 of Deeds on page 58, are hereby modified so as to permit the grantee to build not more than three houses with suitable outbuildings on the land above described and the land mentioned in the former deed, subject, however, to the limitation that the houses so constructed shall not be nearer the north line of said property than twenty feet and that they shall not be nearer each other than forty feet.
- 3- The grantee above named shall have a permanent right of way on Ridgeway Road so-called provided that traffic resulting from the privilege shall not block or interfere with other traffic, nor cause more than ordinary deterioration of roadway, and further that no building, excavating or other operations undertaken in connection with the property above described shall in anyway block, impair or interfere with the above mentioned road (which said road adjoining the above described property on the west extending northerly from Geddes Avenue), and further that after September 1, 1923, the grantee above named and her successors and assigns shall pay such part of the cost of maintaining and improving the above mentioned road and the sidewalk adjoining the same as shall mutually be agreed upon between them. It is further understood that the right of way above granted shall extend to the heirs, representatives and assigns of said grantee.

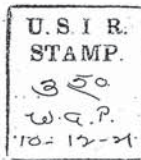
Together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions remainder..... remainders, rents, issues and profits thereof; and all the estate, right, title, interest or ..... demand whatsoever of the said parties of the first part, either in Law or Equity, of in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises, as above described, with the appurtenances, unto the said part y of the second part, and to her heirs and assigns, FOREVER. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said part y of the second part, her heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above described as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the law in Fee Simple; and that the said Lands are free from all incumbrances whatever and that the above bargained premises in the quiet and peaceful possession of the said part y of the second part, her heirs and assigns, against all and every person or persons lawfully claiming, or to claim, the whole or any part thereof, will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have unto set their hands and seal the day and year first above written

Signed, Sealed and Delivered in Presence of

Alta M. Hoppert.

George J. Burke



William A. Paton [Seal]

Mary S. Paton [Seal]

Ernest F. Barker [Seal]

Emma S. Barker [Seal]

STATE OF MICHIGAN }  
COUNTY OF WASHTENAW } ss.

On this 12th day of October, in the year one thousand nine hundred and twenty one, before me, a Notary Public in and for said County personally appeared William A. Paton and Mary S. Paton Ernest F. Barker and Emma S. Barker to me known to be the same person described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

My commission expires Jan 27 - 19 23.

George J. Burke,  
Notary Public, Washtenaw County, Michigan.

STATE OF MICHIGAN }  
COUNTY OF WASHTENAW } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_ before me, \_\_\_\_\_ in and for said County to me known to be the same person described in and who executed the within instrument, who \_\_\_\_\_ acknowledged the same to be \_\_\_\_\_ free act and deed.

My commission expires \_\_\_\_\_ 19 \_\_\_\_\_

Notary Public.

This instrument was presented and received for record this 15th day of November A. D. 1922, at 3:10 o'clock P.M., and recorded in Liber 235 of Deeds, on page 402, as a proper certificate was furnished in compliance with Section 3957, Compiled Laws of 1897.

Mark Marshall et al.  
TO

P. E. Townsend Register of Deeds.

Agnes L. Doady Deputy Register.

Lavinia Gould MacBride

**This Indenture,**

Made this 15th day of November

in the year of our Lord one thousand nine hundred twenty two

BETWEEN Mark Marshall and Lois K. Marshall, husband and wife of the City of Ann Arbor, Washtenaw County, Michigan of the first part, and Lavinia Gould MacBride, of the City of Ann Arbor, Washtenaw County, Michigan of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

One dollar and other valuable considerations DOLLARS

to ~~them~~ in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, if granted, bargained, sold, remised, released, aliened, and confirmed, and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and her heirs and assigns, FOREVER, all that certain piece or parcel of land, situate and being in the

City of Ann Arbor County of Washtenaw, and State of Michigan,

and described as follows, to-wit:

Commencing at the intersection of the center line of Heddes Avenue with the center line of Osidge St. in the City of Ann Arbor, Michigan; thence westerly along the center line of Heddes Avenue twenty seven and  $\frac{95}{100}$  feet; thence deflecting eighty three degrees single forty six minutes to the right three hundred and sixty five and  $\frac{5}{100}$  feet to an iron pipe for a place of beginning; thence westerly at right angles to the last course ninety nine and  $\frac{5}{100}$  feet to an iron pipe; thence deflecting one hundred and one degree and thirty five minutes to the right, sixty six and  $\frac{35}{100}$  feet to an iron pipe; thence deflecting seven degrees and fifty minutes to the right one hundred and twelve and  $\frac{5}{100}$  feet; thence deflecting seventy degrees and thirty five minutes to the right forty nine feet to an iron pipe; thence southerly at right angles to the last course one hundred seventy one and  $\frac{4}{100}$  feet to the place of beginning, being a part of the east half of the southeast quarter of section number twenty eight in town two south, range six east, in the City of Ann Arbor, Washtenaw County, Michigan. This transfer is subject to the following conditions and restrictions, first, the right to use a strip three feet wide along the west side of the described property (for a distance of fifteen feet from its southwest corner) for a sidewalk is hereby reserved by the parties of the first part. Second no building or part thereof may be erected on the land immediately adjoining the described lot on the northwest of the northerly extension of the east line of the described lot. Third, on the land adjoining the described lot on the south and extending to Heddes Avenue, not more than three houses with suitable out-buildings shall be erected with the limitation that houses so constructed shall not be nearer than twenty feet to the south line of the described lot nor nearer each other than forty feet. Fourth, on the land adjoining the described lot on the west not more than a single dwelling house, with not more than necessary outbuildings shall be erected with a perpendicular distance of one hundred and fifty feet from the westerly extension of the south line of the described lot. Fifth, not more than a single dwelling house may be erected on the described lot, such house to cost not less than seven thousand dollars, and no building or part thereof may be constructed on the described lot within forty feet of the extension of the west line of the land adjoining the described lot on the south, Sixth, the grantee above named and their heir, representatives and assigns shall have a permanent right of way on the road adjoining the described lot on its westerly side (Ridge Way so-called) provided that (1) traffic resulting therefrom shall not interfere with other traffic not cause more than ordinary deterioration

of roadway (2) no building or other operations undertaken in connection with the above described lot shall in any way block or impair the above mentioned road; (3) After September 1-1923 the grantees named above or their successors, assigns, or representatives shall pay such part of the cost of maintaining and improving the above mentioned road and sidewalk adjoining same as shall be mutually agreed upon by all the parties to this deed or their successors. It is understood and agreed that this deed is given with the intention of conveying all property west of the fence as it now stands between the above described property and the meader property on the east.

Together with all and singular, the hereditaments and appurtenances thereunto belonging or in anywise appertaining; and the reversion and reversions remainder: — remainders, rents, issues and profits thereof; and all the estate, right, title, interest — demand whatsoever of the said parties of the first part, either in Law or Equity, of in and to the above bargained premises, with the hereditaments and appurtenances; To Have and to Hold the said premises, as above described, with the appurtenances, unto the said party of the second part, and to her heirs and assigns, FOREVER. And the said parties of the first part, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part her heirs and assigns, that at the time of the ensembling and delivery of these presents they are well seized of the premises above as of a good, sure, perfect, absolute and indefeasible ESTATE OF INHERITANCE in the law in Fee Simple; and that the said Lands are free from all incumbrances whatever

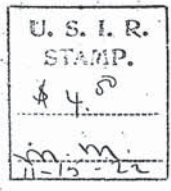
and that the above bargained premises in the quiet and peaceful possession of the said parties of the second part her heirs and assigns, against all and every person or persons lawfully claiming, or to claim, the whole or any part thereof, will forever WARRANT AND DEFEND.

In Witness Whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written

Signed, Sealed and Delivered in Presence of

Genevieve M. O'Brien

Charles L. Brooks



Mark Marshall [Seal]

Lois K. Marshall [Seal]

[Seal]

[Seal]

STATE OF MICHIGAN, }  
COUNTY OF WASHTENAW, } SS.

On this 15th day of November, in the year one thousand nine hundred and twenty two before me, a Notary Public in and for said County personally appeared Mark Marshall and Lois K. Marshall, husband and wife to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

My commission expires Feb. 19, 1924

Genevieve M. O'Brien  
Notary Public, Washtenaw County, Michigan.

STATE OF MICHIGAN, }  
COUNTY OF WASHTENAW, } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_ before me, \_\_\_\_\_ in and for said County

to me known to be the same person described in and who executed the within instrument, who \_\_\_\_\_ acknowledged the same to be \_\_\_\_\_ free act and deed.

My commission expires \_\_\_\_\_ 192 \_\_\_\_\_  
Notary Public.