

THIS AGREEMENT, made this 19th day of March, 1964,
between EDENDERRY HILLS, INC., a Michigan corporation, of 45875 West Seven Mile
Road, Township of Northville, Wayne County, Michigan, hereinafter referred to as
"DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, of 2000 Second
Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON".

WHEREAS, DEVELOPER is developing land in the Township of Northville, Wayne
County, Michigan, described as:

Edenderry Hills Subdivision Number 2 of part of the Northeast
1/4 of Section 9 and part of the Northwest 1/4 of Section 10, Town
1 South, Range 8 East, Northville Township, Wayne County, Michigan; and

WHEREAS, DEVELOPER has submitted the plan of subdivision to EDISON for approval
of private easements for public utilities described thereon, and DEVELOPER desires
that EDISON install its electric distribution lines for electric underground, single
phase, 120/240 volt, three wire, 60 cycle service in said easements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein
made between EDISON and the DEVELOPER, it is hereby agreed:

Responsibility of DEVELOPER

1. Record, prior to utility installation, the plat of subdivision with
private easement for public utilities and easement for street light cables included
thereon, acceptable to EDISON, or record separate instrument granting private easements
for public utilities and easements for underground street light cables, accepted to
EDISON.
2. Record restriction agreement to include requested language as to
utilities marked "Exhibit A", attached hereto and made a part hereof.
3. Install sanitary sewers when required by governmental authority and
sewer taps made three (3') feet beyond easement limits for each lot prior to installation
of electrical underground lines in easement so that sewer connections can be made
without undermining electrical system lines. Sewer lines may cross but may not be
installed within the six (6') foot easements used for electric and telephone utilities
4. Easements must have the finished grade established for the subdivision
prior to installation of underground lines so that electrical distribution service can
be properly installed in relation to finished grade.

*Sec. 9; NE 1/4 + Sec. 10; NW 1/4 of;
Edenderry Hills Sub. # 2*

5. Survey stakes indicating property lot lines must be properly emplaced before and after trenching to enable EDISON to locate transformers and pedestals.

6. The DEVELOPER hereby agrees that if subsequent to the installation of transformers and service connection pedestals by EDISON, EDISON is required to repair, move, rearrange or relocate any of the above described facilities to conform to a new plot plan or change of grade made by the DEVELOPER; or for any cause or changes attributable to DEVELOPER's action or request, the cost and expense of repairing, moving, rearranging or relocating EDISON's facilities shall be paid forthwith to EDISON by DEVELOPER upon receiving a statement therefor.

7. All trenching, backfilling and removal of trees or shrubbery required for installation of electric lines in private easements for public utilities shall be done at the expense of DEVELOPER. Location of trenches in easements and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

8. In the event electric service to residences is furnished by the DEVELOPER, it will furnish and install between the transformers or service connection pedestals and the residences, three (3) service conductors, type USE, in compliance with the National Electrical Code, and said conductors shall be at least 1/0 copper in size, type RHW rubber insulated or neoprene jacketed for direct burial and installed underground.

Responsibility of EDISON

Upon completion of the above requirement necessary for the installation of underground electrical distribution service, EDISON will furnish, install, own and maintain, at its expense, (except costs and expenses set forth in Article 6 above) all cables in easements (except the secondary service cables), transformers, service connection pedestals, cable pole and equipment located in the private easements for public utilities.

THIS AGREEMENT shall be binding upon the successors, administrators and assigns of the undersigned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

RECORDED RIGHT OF WAY NO. 22673

In the Presence of:

W. L. North
H. Anderson

EDENDERRY HILLS, INC.
a Michigan corporation

By: Walter L. Cause Pres.
By: Georgemus Cause
Sec

THE DETROIT EDISON COMPANY

Arden P. McEllyan
Eugene W. Bronski

By: Cap...

PREPARED BY: Eugene W. Bronski
2000 Second Avenue
Detroit 26, Michigan

RECORDED RIGHT OF WAY NO. 22673
22673

Declaration of Restrictions

WHEREAS, the undersigned, (COMPANY) , is the owner of property in the Township of Bloomfield, County of Oakland, State of Michigan, described as:

(land parcel)

desires to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth; and

WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase, 120/240 volt, three-wire, 60 cycle service, and to provide for certain rights and benefits to the utilities placing their lines underground.

NOW, THEREFORE, the said (COMPANY) hereby declares that said premises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations and powers as follows:

1. Private easements for public utilities have been granted on the plat of (Subdivision).
2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the public utility easements of the subdivision. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utilities; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, repair, maintenance or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees shrubs, or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.
3. No shrubs or foliage shall be permitted on owners' property within five (5') feet of the front doors of the transformers, nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

RECORDED RIGHT OF WAY NO. 224673

4. The original or subsequent owners of lots in this subdivision shall install underground, own, maintain and replace, at their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said lots.

5. The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper in size, type ~~RHW~~ RHW, rubber insulated and neoprene jacketed.

6. All property owners in the subdivision to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

7. The grade established by the Developer at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easement or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

8. Property owner shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

9. The foregoing restrictions 1 through 8 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

EXHIBIT "A"

*Easement
OK
EWB
4-27-69*

Declaration of Restrictions

WHEREAS, the undersigned, **Blonderry Hills, Inc.**, is the owner of property in the Township of Northville, Wayne County, Michigan, described as:

Blonderry Hills Subdivision No. 2 of part of the N.E. $\frac{1}{4}$ of Section 9 and part of the E.W. $\frac{1}{4}$ of Section 10, T. 18., R. 2E., Northville Township, Wayne County, Michigan, comprising lots 16 through 30

desires to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth; and

WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase, 120/240 volt, three-wire, 60 cycle service, and to provide for certain rights and benefits to the utilities placing their lines underground.

NOW, THEREFORE, the said **Blonderry Hills, Inc.** hereby declares that said premises shall be held, transferred, sold and conveyed subject to the restrictions, covenants, reservations, easements, charges, obligations and powers as follows:

1. Private easements for public utilities have been granted on the plot of **Blonderry Hills Subdivision No. 2**.
2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the public utility easements of the subdivision. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utilities; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereof or is necessary for the installation, reinstallation, repair, maintenance or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purpose set forth above shall be without liability to the utility.
3. No shrubs or foliage shall be permitted on owners' property within five (5') feet of the front doors of the townhouses, nor shall such shrubs or foliage be permitted within five (5') feet of service connection points.

ES62798

RECORDED RIGHT OF WAY NO.

APR 28 1969
MICHIGAN DEPARTMENT OF STATE
RECORDS & COURTS DIVISION

4. The original or subsequent owners of lots in this subdivision shall install underground, own, maintain and replace, at their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said lots.

5. The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper in size, type ~~USE-2~~, rubber insulated and nonpress jacketed.

6. All property owners in the subdivision to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, maintenance or backfilling of the trench.

7. The grade established by the Developer at the time the utilities place their underground facilities in the easements shall be considered final or finished grade.

No property owner shall make any change in such grade in or near easement or alter any ground conditions, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

8. Property owner shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

9. The foregoing restrictions 1 through 8 shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

RECORDED
INDEXED
MAY 10 1973

15320-146

Witnesses:

Wm. J. Yachter
INER K. KAEHLER

Walter H. Cause

James J. ...
Elegance ...

James J. ...
Dec

STATE OF MICHIGAN

COUNTY OF Macomb }
acting in Wayne

On this 13th day of April, 1964, before me, a
Notary Public in and for said County, personally appeared

Walter H. Cause and James J. ...

to me personally known, who, being by me duly sworn, did say that they
the President of the ...
the corporation named in and which executed the within instrument, and that the
seal affixed to said instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed in behalf of said corporation by
authority of its board of directors; and said they acknowledged said
instrument to be the free act and deed of said corporation.

Notary Public, _____
County, Michigan

My commission expires:
Feb 25th 1968

STATE OF MICHIGAN

COUNTY OF Macomb }
acting in Wayne

On this 13th day of April, 1964, before
me personally appeared Walter H. Cause and James J. ...

they executed the same as their free act and deed.

Notary Public, _____

Notary Public, _____
County, Michigan acting in Wayne

My commission expires:
Feb 25th 1968

Drafted by
Walter H. Cause
45875 W. Seven Mile B,
Nottville, Mich

RECORDED RIGHT OF WAY NO. 200613

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

TO C. J. Sarchalman - 645 G. O.

DATE

4/25/66

TIME

Re: Underground Service Woodbury Hills No. 2 - North Le Township, Wayne County,
Michigan

Restrictions and Plat have been recorded and the Agreement for underground service
executed. It is now in order to proceed with construction for the underground service.

- COPIES TO: I. A. Szymosh - 1001 Second - No 104
W. Stone - 637 G. O.
 REPORT W. T. Malvey - 710 G. O.
R. W. Priole - 726 G. O.
F. Bender - B 202 - 400
 ✓ File

SIGNED

Eugene W. Bronski
Eugene W. Bronski
STAFF ATTORNEY

PRINTED
R
M
O
P
W
A
Y
M
A

22673

DATE RETURNED

TIME

SIGNED

Date 3-13-64

To: F. BENDER, Sales Department B 202 W.S.C.

RE: EDENDERRY HILLS No. 2
NORTHVILLE TWP.
WAYNE CO.

Please provide Mr. Stephen McNamee, 230 General Offices, the following information.

687
P 53
h 15320
est. 144

Name of Owner EDENDERRY HILLS INC

Address and Phone NORTHVILLE, MICH. NORTHVILLE - FI - 9-3427
DETROIT - WO. - 3-8665

Michigan Corp Foreign Corp

Doing Business under Assumed Name YES

Individual Name No

Individual includes Wife's Name

Co-Partnership No

Approximate Service Wanted Date 4-17-64

Direct Buried

Conduit System

Bell Engineer A. HARTMAN Phone 427-9953

Attach Description of Property

W.T. Shively / PHE
W.T. Shively
Underground Planning Engineer

RECORDED RIGHT OF WAY NO. 22673