AGREEMENT

THIS AGREEMENT, made this 16th day of October , 19 0,
between C. A. WELLS CORPORATION, a Michigan Corporation,
4626 Lorin, Utica, Michigan
hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York
corporation, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter
referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation,
1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".
WITNESSETH:
WHEREAS, DEVELOPER is developing land in the Township of Washington
Macomb County, Michigan, as described in Appendix "A", which is attached hereto
and made a part hereof; and known as "CARRIAGE HILLS SUBDIVISION, NO. 3"
WHEREAS, DEVELOPER is not prepared to record the plat of said proposed sub-
division at this time but has submitted a preliminary plot plan for said subdivision
to EDISON and BELL and is hereby requesting EDISON and BELL, prior to recording plat,
to install their lines for underground single phase electric service and communication
services, except as stated herein, including above ground cable poles and above ground 93, 94, 95, 128, 131, 132 and
equipment. Lots are to receive overhead communi-
cation and electric service. Easements in Lots receiving overhead electric and commun
cation service namely Lots 96 thru 127, 129 and 130, and 133 thru 137
shall have underground lines installed for service to other lots in said proposed

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

I.

subdivision and

DEVELOPER AGREES:

- l. To execute a separate instrument prior to utility installations granting private easements for public utilities and declaring restrictions acceptable to EDISON and BELL for their underground services.
- 2. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without undermining electrical system or communi-

sel. 28 NW40; Carriage thies Sub. #3 ECORDED RIGHT OF WAY NO. 22

cation lines. Sewer lines may cross but may not be installed within the six (6) foot easements used for electric and communication utilities.

- 3. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that electric and communication facilities can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.
- 4. To place survey stakes indicating properly lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities.
- 5. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, it is necessary to repair, move, modity, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade made by DEVELOPER or for any cause or changes attributable to public authority having jurisdiction or to DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefore. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or its successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER successors and assigns ans shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors and assigns upon receiving a statement therefore.
- 6. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements, and to provide for trenches in accordance with a separate problem letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with regulations of public authorities having future jurisdiction overroads.
- 7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the

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EASEMENT GRANT and DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor(s), being owner(s) of land and person(s) having interest(s) in land (being a proposed subdivision described in Appendix "A", which is attached hereto and made a part hereof) desire(s) to subject said land to the easements, restrictions, covenants and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) to THE DETROIT EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication service, including the necessary underground lines, cables and equipment, and above ground cable pole(s), transformer(s), switching equipment, secondary electric service pedestal(s), and communication facilities in, under, over, upon that portion of the land identified as "easement" on the copy of the proposed plat which is attached hereto and made a part hereof.

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with an

agreement between

CORPORATION, 4626 Lorin, Utica, Manage and Cotober 16, 1967

NOW, THEREFORE, the Grantor(s) hereby declare(s) that said premises shall held, transferred, sold and conveyed subject to the easements, restrictions, covenants, wations, charges, obligations and powers as follows:

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- finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision.

Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON or BELL, interferes with the facilities therein or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the proposed subdivision.

- 3. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.
 - 4. Grantor(s) and subsequent owners of proposed Lots 96 thru 127.

129 and 130, and 133 thru 137

in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said electric service conductors shall be thereafter maintained by EDISON. Provided, however, should the electric service conductors of the owner(s) or the lines of BELL be damaged by acts or negligence on the part of owner(s) or (his) (their) agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2 - #1/0 AWG and 1 - #2 AWG copper or 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

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6. The grade established by the Grantor(s) in accordance with local governmental regulations at the time EDISON and BELL place their underground facilities in the easements shall be considered final or finished grade.

Grantor(s) shall not make any change in such grade in or near easements or alter any ground condition, 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.

- 2 -

7. Grantor(s) 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 Grantor(s) of any of the foregoing restrictions pertaining to utility underground installations.

8. Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be a part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

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 and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned Grantor(s).

10. Enforcement shall be by proceeding in a civil action against any person or persons violating or attempting to violate any covenants, eitherto 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.

IN WITNESS WHEREOF, the undersigned (has)(have) set (its)(their) hand(s) and seal(s) on this

In the Presence of:

C. A. WELLS DEVELOPMENT CORPORATION

A Michigan Corporation

DUCUMENT PREPARED BY MELFORD HARTMAN 23500 NORTHWESTERN HWY. SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 25/2

residences, DEVELOPER shall install, at his expense, at least 2 - #1/O AWG and 1 - #2 AWG copper; or, 2 - #2/O AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed twenty-four (24') inches below finished grade.

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UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their expense (except costs and expenses set forth in Paragraphs Numbered 5, 6 and 7 above), all electric and telephone communication facilities in the Private easements for public utilities. EDISON will maintain, at its expense, the electric service conductors lying between its facilities in said private easements for public utilities and the residences erected on said lots, subject to provisions of Paragraph No. 5 herein.

THIS AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

In the Presence of:

C. A. WELLS DEVELOPMENT CORPORATION, A Michigan Corporation

THE DETROI

By:

H. CABROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

OF WAY NO. CZY

CARL T. HALL
Staff Supervisor, Right of
(Authorized signature) Right of Way

IELFORD HARTMAN

DOCUMENT PREPARED BY MELFORD HARTMAN 23500 NORTHWESTERN HWY. SOUTHFIELD, MICHIGAN

STATE OF MICHIGAN)
COUNTY OF SAKLAR	A ^{SS}
	-T&1

On this 6 day of 6 day of 1967, before me appeared CHARLES A. WELLS and BETTY J. CAMPS to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of C. A. WELLS CORPORATION, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: 7-30-7/

Notary Public Harold Coltman Oakland Co., Michigan

APPENDIX "A"

The land embraced in the annexed Plat of "Carriage Hills Subdivision No. 3", part of the N.W. 4 of Section 28, T4N, R12E, Washington Twp., Macomb Co., Michigan is described as follows:

Commencing at the Center post of Section 28, T4N, R12E, Washington Twp., Macomb Co., Michigan; thence S. 89°26'26" W. 181.79 ft. along the E-W14 line of said Sec. 28 to the point of beginning; thence continuing S. 89°26'26" W 905.00 ft. along the E-W 4 line of said Sec. 28; thence N. 09°37'16" W. 354.36 ft.; thence N. 88°33'54" W. 200.00 ft. to the S.E. corner of "Carriage Hills Subdivision No. 2"; thence N. 00°56'05" E. 1070.00 ft. along the East line of "Carriage Hills Subdivision No. 2" to the N.E. corner of "Carriage Hills Subdivision No. 2" which is the S.E. corner of "Carriage Hills Sub."; thence N. 00°28'01" E. 128.98 ft. along the East line of "Carriage Hills Subdivision"; thence S. 89°31'59" E. 365.00 ft.; thence S. 15°08'54" E. 274.54 ft.; thence S. 73°27'25" E. 526.81 ft.; thence S. 10°12'50" E. 225.58 ft.; thence N. 84°35'46" E. 314.39 ft.; thence along a curve concave to the East of radius 555.00 ft. whose chord beard S. 05°39'04" E. 136.09 ft., an arc distance of 136.44 ft.; thence S. 12°41'37" E. 86.00 ft.; thence S. 01° 37'42" E. 200.02 ft.; to a point on the N-S $\frac{1}{4}$ line of said Sec. 28; thence S. 88°22'44" W. 119.23 ft.; thence S. 14°00'00" W. 290.00 ft.; thence S. 00° 33'34" E. 230.00 ft. to a point on the E-W $\frac{1}{4}$ line which is the point of beginning and containing Lots 93 through 138 inclusive.

COUNTY OF WAYNE)
On this 30th day of October , 1967, before me the subscriber,
a Notary Public in and for said County, appeared R. Q. Duke
and Lillian J.H. Carroll , to me personally known, who being by me duly
sworn did say they are the <u>Director</u> , <u>Properties & Rights of Way Dert.</u> and an Asst. Secretary
of THE DETROIT EDISON COMPANY, a New York corporation, 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
R. Q. Duke and Lillian J.H. Carroll
acknowledged said instrument to be the free act and deed of said corporation.
My Commission expires: July 9, 1968 Notary Public, Wayne Bounty, Mich. IRENE C. KATA
STATE OF MICHIGAN) SS. COUNTY OF OAKLAND) On this 24th day of Ataber, 1967, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
and, to me personally known, who being by me duly
sworn did say that he is the STAFF SUPERVISOR of 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 CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.
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County, Michigan

My Commission expires:

Frances Michae's, Notary Public Cakrand County, Michigan Commission Expires Oct. 17 1969

Notary Public

1967, before me appeared CHARLES A. WELLS and BETTY J. CAMPS to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of C. A. WELLS CORPORATION, a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

Notary Public Harold Coltman Oakland County, Michigan

APPENDIX "A"

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Commencing at the Center post of Section 28, T4N, R12E, Washington Twp., Macomb Co., Michigan; thence S. 89°26'26" W. 181.79 ft. along the E-W4 line of said Sec. 28 to the point of beginning; thence continuing S. 89°26'26" W 905.00 ft. along the E-W 1/4 line of said Sec. 28; thence N. 09°37'16" W. 354.36 ft.; thence N. 88°33'54" W. 200.00 ft. to the S.E. corner of "Carriage Hills Subdivision No. 2"; thence N. 00°56'05" E. 1070.00 ft. along the East line of "Carriage Hills Subdivision No. 2" to the N.E. corner of "Carriage Hills Subdivision No. 2" which is the S.E. corner of "Carriage Hills Sub."; thence N. 00°28'01" E. 128.98 ft. along the East line of "Carriage Hills Subdivision"; thence S. 89°31'59" E. 365.00 ft.; thence S. 15°08'54" E. 274.54 ft.; thence S. 73°27'25" E. 526.81 ft.; thence S. 10°12'50" E. 225.58 ft.; thence N. 84°35'46" E. 314.39 ft.; thence along a curve concave to the East of radius 555.00 ft. whose chord beard S. 05°39'04" E. 136.09 ft., an arc distance of 136.44 ft.; thence S. 12°41'37" E. 86.00 ft.; thence S. 01° 37'42" E. 200.02 ft.; to a point on the N-S $\frac{1}{4}$ line of said Sec. 28; thence S. 88°22'44" W. 119.23 ft.; thence S. 14°00'00" W. 290.00 ft.; thence S. 00° 33'34" E. 230.00 ft. to a point on the E-W 🕏 line which is the point of beginning and containing Lots 93 through 138 inclusive.

AMCORDED RIGHT OF WAY NO. 025/25

PLEASE RÉTURN TO:
MICHIGAN BELL TELEPHONE CO.
MR. G. T. HALL, STAFF SUPV.
23500 NORTHWESTERN HWY. RM. E-47
SOUTHMELD, MICHIGAN 48075

MEMORANDUM FOR GENERAL I DE FORM HS 77 12	USF 100 beard - Bear 10	ivicion Bo. 3 = Unchington Township
	Agrammets and Resements	INCOMO COUNTA - MYCUTES
		n. Lote 96 through 124, 127 through 130
		on morbed electric and communication services.
COPIES TO:	R. 01800 - 1901 Second - Rm. 184 H. U. Friabe - 728 G. O.	SIGNED Stephny h. Well and low
REPORT	A. Jackson - Mt. Clement Sales File	Staff Attorney Law Dopartman
	EDTIME	SIGNED

RECORDED RIGHT OF WAY NO. 224740

THE DETROIT EDISON COMPANY

MACOMB DIVISION

November 6, 1967

DIVISION OFFICE 74 S. GRATIOT AVENUE MOUNT CLEMENS, MICHIGAN, 48043

Mr. Charles A. Wells 4625 Lorin Utica, Michigan

> Re: Carriage Hills Subdivision # 3 Washington Township

Dear Sirt

Subject to our egreement with you for the installation of underground electric lines in the abave project, The Detroit Rdison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (61) feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$1839.25 based on estimated 5255 trench feet at the rate of .35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on Drawing # MU2-4-1955A. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if road boring, etc., is required or sand backfill is requested.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of desage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we would expect reimbursement for repairs.

for your convenience, we will bill you on terms of thirty (30) days.

erick J. Jol

GK: bas

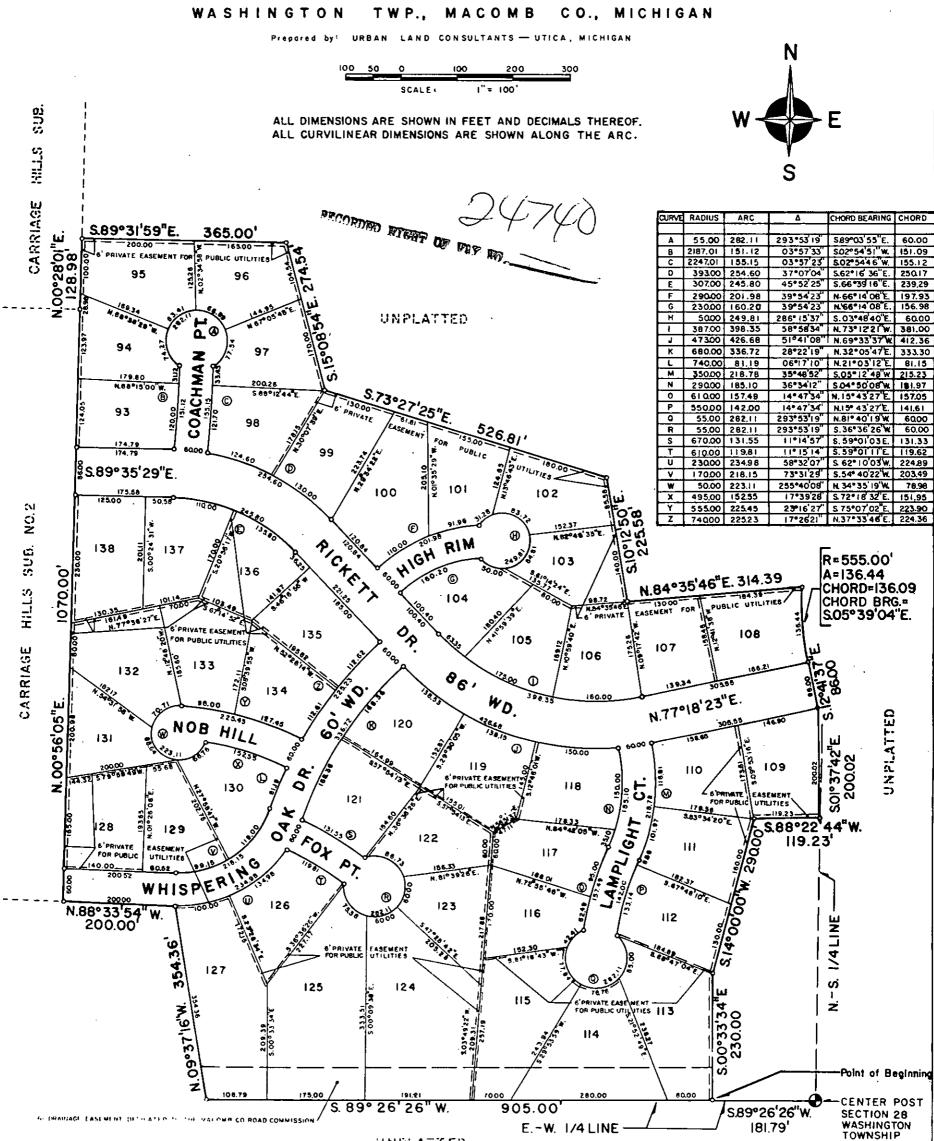
Please sign original and one copy and return.

DATE: Ucanha

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RECEIVED NOV 15	1967				
CLASSIFIED					

" CARRIAGE HILLS SUBDIVISION NO. 3"

PART OF THE N.W. 1/4 SECTION 28, T.4N., R.12E., WASHINGTON TWP., MACOMB CO., MICHIGAN



UNPLATTED

24740

RECORDED REGHT OF WAY NO. 24740

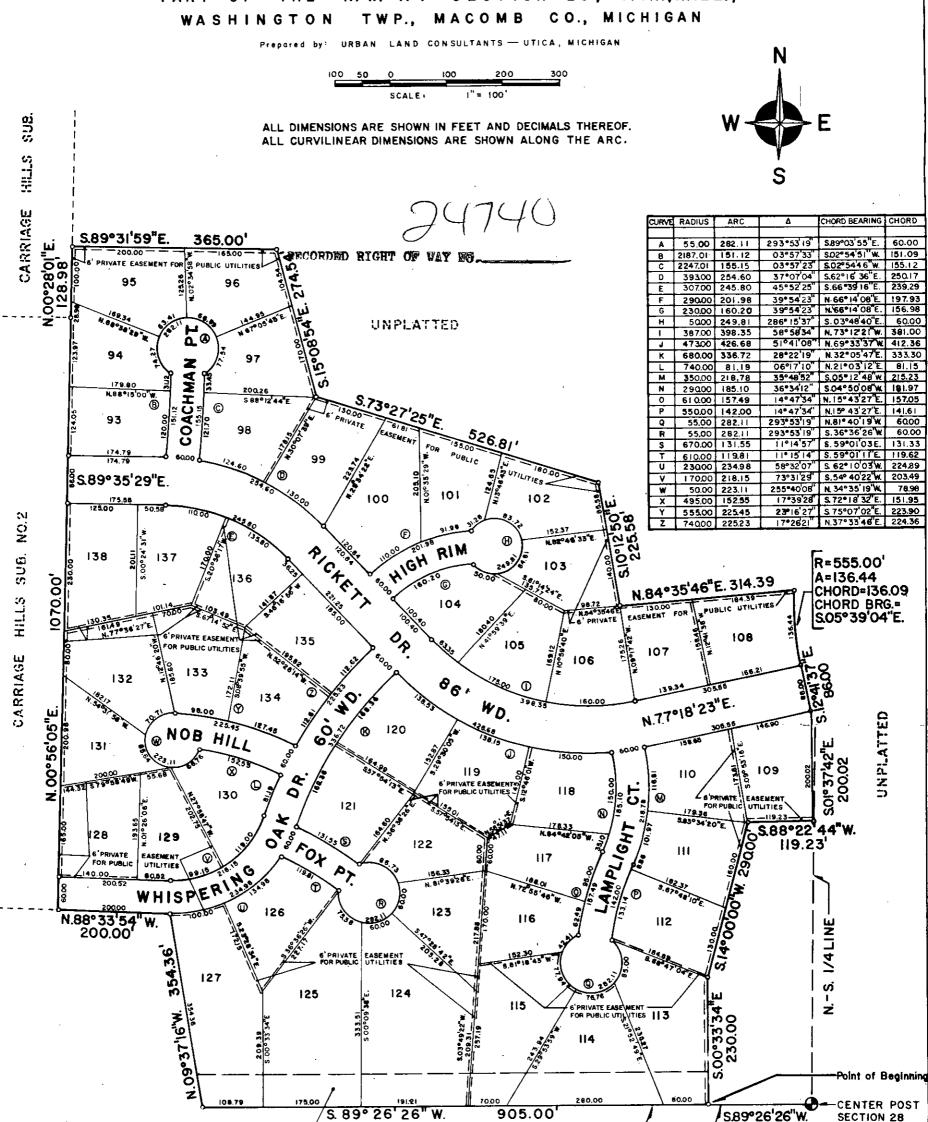
WASHINGTON

TOWNSHIP

181.79

" CARRIAGE HILLS SUBDIVISION NO. 3"

PART OF THE SECTION 28, T.4N., R. 12E., MACOMB



E.-W. 1/4 LINE

UNPLATTED

FI DRAINAGE EASEMENT DE HEATED TO THE MACOME CO ROAD COMMISSI

24740

RECORDED RIGHT OF WAY NO. 34740

CARRIAGE HILLS SUBDIVISION NO. 3 "

THE PART OF . R. 12 E. . WASHINGTON C O., MICHIGAN

