

SUBDIVISIONS  
(PLATTED)

AGREEMENT

THIS AGREEMENT, made this 8th day of January, 1968,  
between WESTRIDGE CORPORATION, a Michigan Corporation,  
59 Stanton Lane, Grosse Pointe Farms, 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, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER has developed land in the Village of Novi,  
County of Oakland, State of Michigan, described as: "WESTRIDGE DOWNS SUB."  
a subdivision of part of the N. E. ¼ of Section 34, T1N, R8E, Village of  
Novi, Oakland County, Michigan, as recorded in Liber 122, Page 33, Oakland  
County Records.

WHEREAS, DEVELOPER has submitted the plat of a subdivision to EDISON and BELL for their respective approvals of private easements for public utilities described thereon and desires that EDISON and BELL install their lines underground (except necessary cable poles and above ground facilities necessary to such underground installations, and except existing overhead lines) for communication and single phase electric service in said easements, except lots 1 through 16

which are to receive overhead electric and communication service.

Easements in, over, and under ~~the~~ lots 17 through 57

shall have underground lines installed for service beyond said lots.

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.

DEVELOPER AGREES

1. To record, prior to utility installation, the plat of subdivision with private easements for public utilities, including streetlight cables acceptable to EDISON and BELL, and/or record a separate instrument granting any additional private easements for public utilities deemed necessary by EDISON and BELL.

2. To execute a restriction agreement containing language satisfactory to EDISON and BELL for their underground installations.

RECORDED RIGHT OF WAY NO. 24862

*Sec. 34  
NE ¼ of Westridge  
Downs Sub.*

3. 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 or communication lines in easements so that sewer connections can be made, without undermining electrical system or communication lines. Sewer, water and gas lines may cross but may not be installed within the six (6') foot easements used for electric and communication utility facilities.

4. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that said lines 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.

5. To place survey stakes indicating property lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities including lines, transformers and pedestals.

6. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, 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 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 therefor. 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 or its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors and assigns upon receiving a statement therefore.

7. 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 trench in accordance with separate letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen

RECORDED FIRST OF MAY NO. 24862

dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with all regulations of public authorities having jurisdiction over roads.

8. To pay all extra costs incurred by the utilities if paving is done before cable or conduit crossings are in place.

9. In the event electric service conductors to residences are furnished and installed by DEVELOPER, between the transformers or service connection pedestals and the residences, the DEVELOPER shall install 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. Services to be installed twenty-four (24") inches below finished grade.

II.

UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs numbered 6, 7, 8 and 9 above), all electric and telephone communication facilities in the private easements for public utilities located in the lands described ~~in Appendix~~ ~~4~~ 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. 6 above.

This agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, 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:

Helen A. Cucchi  
Helen A. Cucchi

Loretta Shaddon  
Loretta Shaddon

WESTRIDGE CORPORATION,  
a Michigan Corporation

By: William L. Roskelly  
William L. Roskelly, President

By: John W. Gelder  
John W. Gelder, Secretary

RECORDED RIGHT OF WAY NO. 29862



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 16th day of January, 1968, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
R. Q. Duke and R. J. Plourde  
to me personally known, who being by me duly sworn, did say that they are  
the Director, Properties & Rights of Way and the Secretary  
Dept.  
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  
R. J. Plourde acknowledged said instrument to be the free  
act and deed of said corporation.

My Commission expires: July 9, 1968

Irene C. Kata  
Notary Public **IRENE C. KATA**  
Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 16th day of January, <sup>1968</sup> 1967, before me, the  
subscriber, a Notary Public in and for said County, appeared CARL T. HALL  
to me personally known, who being by me duly sworn did say that he is Staff  
Supervisor of Right of Way, authorized by and for 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.

My Commission expires: \_\_\_\_\_

Frances J. Michaels  
Notary Public  
Frances J. Michaels, Notary Public  
Oakland County, Michigan  
Commission Expires Oct. 17 1969

Frances J. Michaels  
Notary Public  
\_\_\_\_\_ County, Michigan

RIGHT OF WAY NO. 2462

DECLARATION OF RESTRICTIONS

L. 5151 P. 765

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the Village of Novi, County of Oakland, State of Michigan, described as: "WESTRIDGE DOWNS SUB." a subdivision of part

of the N. E.  $\frac{1}{4}$  of Section 34, T1N, R8E, Village of Novi, Oakland County, Michigan, as recorded in Liber 122, Page 33, Oakland County Records.

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desire(s) 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 (party)(parties) hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 17 through 57 and to have a substantial part of the electric power distribution lines placed underground, (except necessary cable pole(s), existing overhead lines, transformers, secondary connection pedestals or switching cabinets) to supply single phase service, to serve Lots 17 through 57

Lots 1 through 16 are to be served from overhead electric lines, and shall not be subject to the restrictions contained herein, except that the public utilities shall have the right to trim or remove trees which interfere with the user of the easements in said Lots, and except easements in Lots receiving electric or communication service overhead, namely 1 through 16

shall have underground lines installed therein for service to other lots in said subdivision and shall be subject to the following restrictions numbered 1 THROUGH 8

RECORDED RIGHT OF WAY NO. 24802

NOW, THEREFORE, the undersigned, hereby declare(s) 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 above described plat.

2. For the purpose of these Restrictions, "EDISON" shall mean THE DETROIT EDISON COMPANY and "BELL" shall mean MICHIGAN BELL TELEPHONE COMPANY.

3. 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 used by EDISON and BELL. 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 EDISON and BELL; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements used by EDISON and BELL. 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 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 and BELL, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any public utility easement of the subdivision.

4. 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.

5. The original or subsequent owners of Lots 17 through 57

in this subdivision shall own and install underground, at their own expense, the single phase electric service conductors lying between the residences and the transformer of service connection pedestals located in said easements.

6. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least

P. 767

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. EDISON shall maintain the owners lines leading to the residences, provided, however, that should the electric service conductors of the owners or the lines of BELL be damaged by acts of negligence on the part of the owners or 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.

7. The grade established by the undersigned in accordance with local governmental regulations 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 easements 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 owners 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.

IN WITNESS WHEREOF, the undersigned (has)(have) set (its)(their) hand(s) and seal(s) on this 3th day of January, 19 68.

RECORDED RIGHT OF WAY NO. 251162



D 7.68

In the Presence of:

WESTRIDGE CORPORATION,  
a Michigan Corporation  
59 Stanton Lane  
Grosse Pointe Farms, Michigan

Helen A. Cucchi  
Helen A. Cucchi

By: William L. Roskelly  
William L. Roskelly, President

Loretta Shaddon  
Loretta Shaddon

By: John W. Gelder  
John W. Gelder, Secretary

STATE OF MICHIGAN )  
COUNTY OF Wayne ) SS

On this 9th day of January, 1968, before me appeared WILLIAM L. ROSKELLY and JOHN W. GELDER to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of WESTRIDGE 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 WILLIAM L. ROSKELLY and JOHN W. GELDER acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: June 14, 1968

Mary M. Turner  
Notary Public Mary M. Turner

Wayne County, Mich.

RECORDED  
INDEXED  
NO. 29162

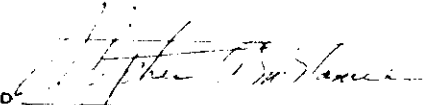
**MEMORANDUM ORDER**  
FOR GENERAL USE  
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisor DATE 1-13-68 TIME \_\_\_\_\_  
1901 Second - Room 186  
Re: underground Service - Westridge subdivision  
Novi Township - Oakland County - Michigan

Drawings and Estimates received.

OK to proceed with construction.

COPIES TO E. Glass - 1901 Second - Rm. 186  
H. W. Friels - 723 S. O.  
REPORT Al Lee - Pontiac Service Center  
File

SIGNED   
Stephen A. Hollander  
Staff Attorney  
Law Department

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

Mr. William Roskelly

-2-

August 1, 1967

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

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

Very truly yours,

*Floyd W. Sell*  
Floyd W. Sell  
Asst. Division Manager

ACCEPTED

WESPRIDGE COOP  
William Roskelly PRES

Date: AUG 4, 1967

RECORDED RIGHT OF WAY NO. 21862

# 7  
August 1, 1967

Mr. William Roskelly  
14810 Fenkell  
Detroit, Michigan 48227

Re: Westridge Subdivision  
Novi Road and Galway  
Novi Township  
Oakland County

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company, will own, install and maintain its electric lines and equipment and provide trenching in easements six (6') feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$1211.00 based on 3460 trench feet at the rate of 35 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on June 7, 1967. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground 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.

RECORDS CENTER
RECEIVED FEB 29 1968
TICKLER MADE
CLASSIFIED

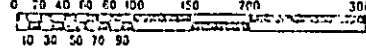
RECORDED RIGHT OF WAY NO.

24802

# "WESTRIDGE" DOWNS SUB.

OF PART OF THE N. E. 1/4 OF SECTION 34, T. 1 N., R. 8 E.,  
VILLAGE OF NOVI, OAKLAND COUNTY, MICHIGAN.

SCALE: ONE INCH=100 FEET.

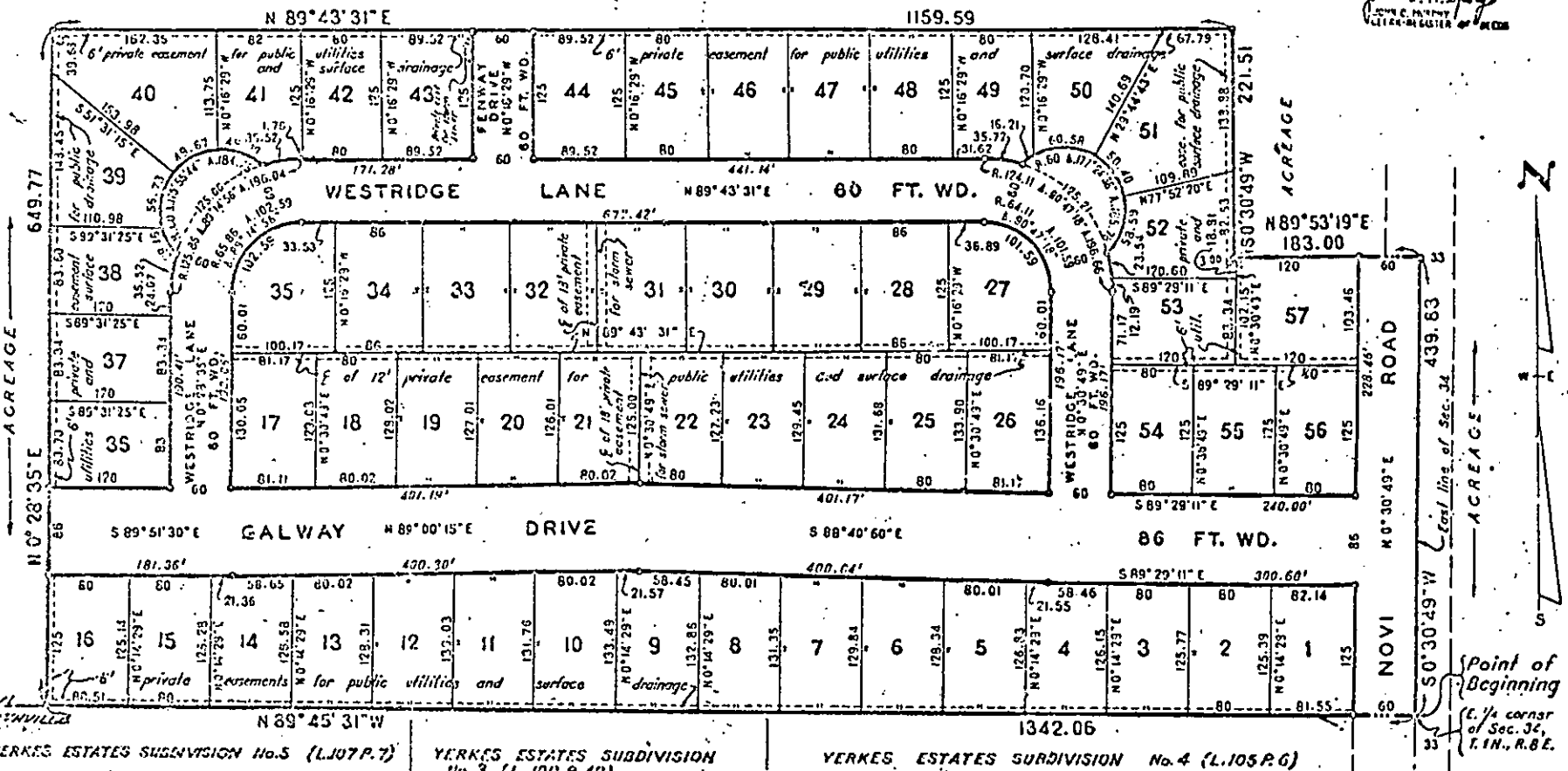


NOTE: All dimensions are shown in feet and decimals thereof.  
Dimensions on curves are measured along the arc.

BASNEY & SMITH, INC.,  
Engineering & Surveying,  
14810 Fenkell Ave.,  
Detroit, Mich. 48227

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF RECORDS  
Liber 122 Page 33  
197 DEC 5 AM 9 11

*John W. Gelder*  
REGISTERED LAND SURVEYOR  
MICHIGAN



**MUNICIPAL APPROVAL**  
Village Council  
This plat was approved by the \_\_\_\_\_ of the Village of Novi at a meeting held October 2, 1967 and is in compliance with Sec. 19a, and the width of lots conform with the requirements of Sec. 30, Act 172 of 1929, as amended.

and Detroit Federal Savings & Loan Association, a corporation organized under the Home Owner's Loan Act of 1933, a United States of America Corp. by Samuel B. Chorot, President and Mary K. Davis, Assistant Treasurer, as Mortgagee

**DEDICATION**  
KNOW ALL MEN BY THESE PRESENTS, That we, Westridge Corporation, a Michigan Corporation, by William L. Roskelly, President and John W. Gelder, Secretary, as proprietors, have caused the land embraced in the annexed plat to be surveyed, laid out and platted to be known as "WESTRIDGE DOWNS SUB." of part of the N.E. 1/4 of Section 34, T. 1 N., R. 8 E., Village of Novi, Oakland County, Michigan, and that the streets as shown on said plat are hereby dedicated to the use of the public, and easements indicated on said plat are not dedicated to public, but the right to use said easements is hereby reserved for public utilities, and no permanent structures are to be erected within the lines of said easements.

**WITNESSES:**  
*Robert H. Stevenson*  
*George T. Stevenson*

Detroit Federal Savings & Loan Assoc.,  
a corporation organized under the Home  
Owner's Loan Act of 1933, a United States  
of America Corp.  
25 W. Grand River, Detroit, Michigan  
by *Samuel B. Chorot*, President  
*Mary K. Davis*, Assistant Treasurer

**WITNESSED BY:**  
*Michael J. Lynch*  
*George T. Stevenson*

WESTRIDGE CORPORATION, a Mich. Corp.  
59 Stanton Lane,rosse Pointe Farms, Mich.  
by *William L. Roskelly*, President  
*John W. Gelder*, Secretary

On this 28th day of September, 1967, before me *Rosalie Ann Dickerson*, Notary Public in and for said County appeared Samuel B. Chorot and Mary K. Davis, to me personally known, who being each by me duly sworn did say that they are the President and Assistant Treasurer respectively of Detroit Federal Savings & Loan Association, a corporation organized under the Home Owner's Loan Act of 1933, a United States of America Corp. 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 the said Samuel B. Chorot and Mary K. Davis acknowledged said instrument to be the free act and deed of said corporation.  
My commission expires: April 26, 1971

**ACKNOWLEDGMENT**  
STATE OF MICHIGAN )  
COUNTY OF Oakland )  
On this 28th day of August, A.D., 1967, before me *Anne W. Thomas*, a Notary Public, in and for said County, personally came the above named William L. Roskelly and John W. Gelder, who being each duly sworn by me, did say that they are the President and Secretary, respectively of the Westridge Corporation, a Michigan Corporation, and that said instrument was signed in behalf of said Corporation by authority of its Board of Directors, and the said William L. Roskelly and John W. Gelder, acknowledged said instrument to be the free act and deed of said Corporation.  
My Commission expires: September 28, A.D. 1969

Plat approved pursuant to provisions of Act 172 of P. A. of 1929, as amended, this 28th day of November, 1967  
OAKLAND COUNTY PLAT BOARD  
Chairman: *John B. Osgood*  
Members: *John B. Osgood*, *John B. Osgood*

**OAKLAND COUNTY TREASURER'S CERTIFICATE**  
No. CR 2000 Pontiac, Michigan Sept 29, 1967  
I HEREBY CERTIFY that there are no TAX LIENS or TITLES against the State or any individual against the within description, and all taxes on same are paid for five years previous to the date of this instrument as appears by the records in this office except as stated.  
*James E. Seiterlin*  
JAMES E. SEITERLIN, County Treasurer  
HENRIETTA NACARATO

"Corporation has no corporate seal."  
**DESCRIPTION**  
The land embraced in the annexed plat of "WESTRIDGE DOWNS SUB." of part of the N.E. 1/4 of Section 34, T. 1 N., R. 8 E., Village of Novi, Oakland County, Michigan. Comprises Lots 1 through 57 inclusive and is described as follows: Beginning at the East & corner of Section 34, T. 1 N., R. 8 E., and proceeding thence N. 29° 45' 31" W. 1342.06 ft.; thence N. 0° 28' 35" E. 649.77 ft.; thence N. 89° 43' 31" E. 1159.59 ft.; thence S. 0° 30' 47" W. 221.51 ft.; thence N. 89° 53' 19" E. 183.00 ft.; thence along the East line of Section 34, S. 0° 30' 49" W. 439.83 ft. to the point of beginning.

**CERTIFICATE AS TO STATE TIERING LINE OR FEDERAL AID ROADS**  
We hereby certify that said plat complies with the provisions of Act 172 of 1929, as amended, and that the lines of streets and easements shown thereon are in compliance with the provisions of Act 172 of 1929, as amended.  
OAKLAND COUNTY PLAT BOARD  
Chairman: *John B. Osgood*  
Members: *John B. Osgood*

APPROVED UNDER SECTION 33 of the PLAT LAW being C.L. 1948 Section 360.33 and amendments thereto.  
Head of County Road Commissioners of the County of Oakland, State of Michigan  
*Richard E. Lomas*  
Richard E. Lomas - P.O. Cashier  
OCT 9 - 1967

**SURVEYOR'S CERTIFICATE**  
I hereby certify that the plat hereon delineated is a correct one, and that permanent monuments consisting of metal rods not less than one-half inch in diameter and 35 inches in length, encased in concrete cylinders at least 4 inches in diameter and 36 inches in depth have been placed at points marked thus (n) as thereon shown at all angles in the boundaries of the land platted, at all intersections of the lines of streets and at the intersections of the lines of streets with the boundaries of the plat as shown on said plat.  
Prepared and Drafted by *William L. Roskelly*  
Registered Land Surveyor #10705  
14810 Fenkell, Detroit, Mich. 48227

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RECORDED RIGHT OF WAY NO. 29862