

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 corporation organized and existing concurrently under the laws of Michigan and New York, 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 a letter agreement between the utilities named herein and Dover Homes Co., a Michigan corporation of 2900 W. Maple, Troy, Michigan dated _____.

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

1. Private easements for public utilities which are herein granted as indicated on the above described proposed plat which has not been recorded.
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 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 1 through 19 both inclusive 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 thereof.
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 - #2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

This easement is re-recorded for purpose of showing the planned "as installed" center-lines of easements granted as shown on drawing attached hereto.

RECORDED IN THE REGISTER OF DEEDS
 1970 NOV 23 11 19
 JAMES A. ALEX
 CLERK - REGISTER OF DEEDS

RECORDED IN THE REGISTER OF DEEDS

6.00
12.00

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.

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 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, 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 21st day of October, 19 70.

In the Presence of:

Shirley Shopnick
Shirley Shopnick
Phyllis Ziegenfelder
Phyllis Ziegenfelder

Dover Homes Co., a Mich. corporation
2900 W. Maple, Troy, Michigan

BY: Max Stollman
Max Stollman - President

BY: Phillip Stollman
Phillip Stollman - Secretary

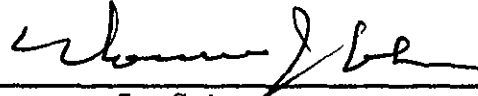
Outlot "A" of Troy Estates Subdivision of part of the NE 1/4 of Section 19, T2N, R11E, City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 118, Pages 16 through 19 of Plats, Oakland County Records.

(please print or type names under all signatures)

1971 MAR 8 PM 12 45
CLERK-REGISTER OF DEEDS
RECORDS SECTION
OAKLAND COUNTY REGISTER OF DEEDS RECORDS
RECORDED FIRST OF TAX NO. 36645

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 21st day of October, 1970, before me the subscriber, a Notary Public in and for said County, appeared MAX STOLLMAN and PHILLIP STOLLMAN, to me personally known, who being by me duly sworn did say they are the President and Secretary of Dover Homes Co., a Michigan 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 MAX STOLLMAN and PHILLIP STOLLMAN acknowledged said instrument to be the free act and deed of said corporation.



Norman J. Cohen
Notary Public, Oakland County, Michigan

My Commission Expires June 1st, 1973

PREPARED BY: William S. Fambrough
2000 Second Avenue
Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue - Rm. 226
Detroit, Michigan 48226

RECORDED RIGHT OF FIVE MS. 36645

"Troy Estates Sub. No. 2"

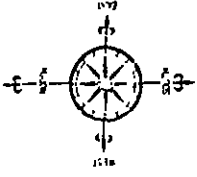
PART OF THE NE 1/4 OF SECTION 19, T24N, R11E,
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

SA. 11/11/17
MAYOR CONSULTANT SERVICE
PLANNING, ENGINEERING AND SURVEYING
TROY, MICHIGAN

PLAT LEGEND

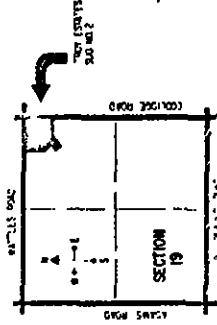
ALL DIMENSIONS ARE IN FEET
ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE TO BE SHOWN ALONG THE LINE
ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED
ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED

SHEET 1 OF SHEETS

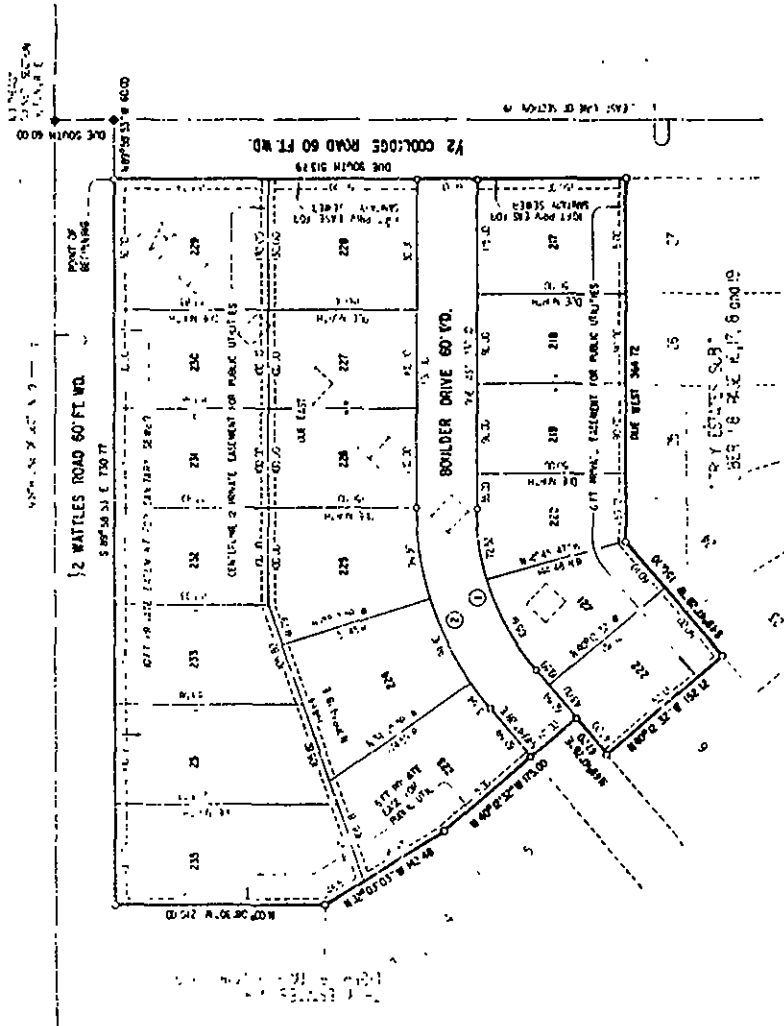


CURVE DATA

| NO. | BEARS | ARC | DEG. | CHORD | CHORD | ON SPLITTING |
|-----|--------|--------|-------------|--------|--------|-----------------|
| 1 | 231.81 | 120.00 | 60° 00' 00" | 120.00 | 120.00 | N 67° 53' 44" E |
| 2 | 311.81 | 120.00 | 60° 00' 00" | 120.00 | 120.00 | N 67° 53' 44" E |



LOCATION MAP
6" = 100'



PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 21 day of October, 1970, between Dover Homes Co., a Michigan corporation whose address is 2900 Maple, Troy, 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".

W I T N E S S E T H:

WHEREAS, DEVELOPER is developing land in the Oakland City of Troy Oakland County, Michigan, as described in Appendix "A", which is attached hereto, and made a part hereof; and *to be known as Troy Estates Sub #2,*

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plat 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 equipment. ~~xxxx~~ ~~xxxx to xxxxxxxx~~
~~overhead communication and electric service to basements in lots receiving overhead electric and communication service~~
~~shall have underground lines installed for service to other lots in said proposed subdivision and shall be subject to the following restrictions numbered 1, 2, 3 and 4.~~

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 provide by separate instrument, prior to utility installations, a grant of private easements for public utilities and declaration of 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 communication lines. Underground sewer lines may cross but may not be installed parallel with electric lines 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 property lot lines before 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, 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 subsequent owners, and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER, or subsequent owners and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners, upon receiving a statement therefor. Subsequent owners are defined as those owning the land at the time utility facilities are damaged.

RECORDED RIGHT OF WAY NO. 26645

7.00

2-11
19

RECORDED MICHIGAN
OAKLAND COUNTY RECORDS
REG. OF DEEDS
1970 NOV 16 PM 4:35
James D. Miller
CLERK

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 letter agreement between EDISON and DEVELOPER. 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 over roads.

7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the residences, DEVELOPER shall install, at his expense, at least 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed at least 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 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 undersigned (has) (have) set (its) (their) hand(s) and seal(s) the day and year first above written.

In the Presence of:

Dover Homes Co., a Michigan corporation
2900 W. Maple, Troy, Michigan

Shirley Shopnick
Shirley Shopnick
Phyllis Ziegenfelder
Phyllis Ziegenfelder

BY: Max Stollman
Max Stollman
BY: Phillip Stollman
Phillip Stollman

Mary Lou Stickney
Mary Lou Stickney
Irene C. Kafa
IRENE C. KAFA

THE DETROIT EDISON COMPANY
By: R. G. Duke
R. G. DUKE, DIRECTOR
Properties and Rights of Way Dept.
By: Lillian J. H. Carroll
Lillian J. H. Carroll Assistant Secretary

Marsha Pavelka
MARSHA PAVELKA
Karen Guenther
KAREN GUENTHER

MICHIGAN BELL TELEPHONE COMPANY
By: Carl T. Hall
CARL T. HALL
Staff Supervisor, Right of Way
(Authorized signature)

(Please type or print names under signature)

RECORDED FILED OF WAY NO. 21645

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 27th day of October, 1970, 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 Director, Prop. & R/W Dept. and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment 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.

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

My Commission Expires: June 24, 1972

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 2nd day of November, 1970, 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 the 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 cor-
poration, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, Oakland County, Michigan

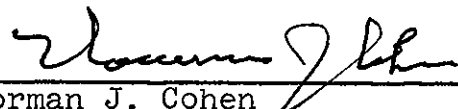
My Commission Expires: _____

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
Acting in Oakland County
My Commission Expires Oct. 3, 1971

RECORDED RIGHT OF WAY NO. 24645

STATE OF MICHIGAN)
) SS.
 COUNTY OF Oakland)

On this 21 day of October, 1970, before me the subscriber, a Notary Public, in and for said County, appeared Max Stollman and Phillip Stollman, to me personally known, who being by me duly sworn did say they are the President and Secretary of Dover Homes Co., a Michigan 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 Max Stollman and Phillip Stollman acknowledged said instrument to be the free act and deed of said corporation.



 Norman J. Cohen
 Notary Public, Oakland County, Michigan
 My Commission Expires June 1st, 1973

APPENDIX "A"

Outlot "A" of Troy Estates Subdivision of part of the NE 1/4 of Section 19, T2N, R11E, City of Troy, Oakland County, Michigan, according to the plat thereof as recorded in Liber 118, Pages 16 through 19 of Plats, Oakland County Records.

PREPARED BY: William S. Fambrough
 2000 Second Avenue
 Detroit, Michigan 48226

RETURN TO: James C. Wetzel
 2000 Second Avenue - Rm. 226
 Detroit, Michigan 48226

RECORDED IN LIBER 5583 PAGE 395

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

TO Eng. Coordinator Supervisor - 628 G.O. DATE 10-26-70 TIME _____

RE: UNDERGROUND SERVICE - Troy Estates Sub. #2 - Troy - Oakland County

Agreements and Easements obtained. OK to proceed with construction.

COPIES TO V.E. Andres - 730 G.O.
Ben Fairless - Pontiac Service Ctr.

SIGNED

W.S.F.
W. S. Fackrough
Staff Attorney

REPORT _____

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED RIGHT OF WAY NO. 26645

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

February 25, 1971

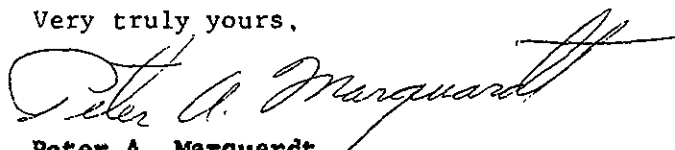
Dover Homes Company
2900 W. Maple
Troy, Michigan

Re: Troy Estates Sub. No. 2

Gentlemen:

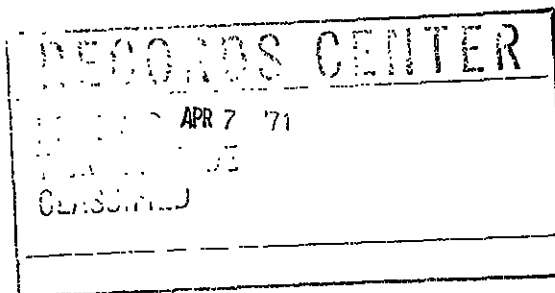
We are enclosing herewith a copy of the "as installed" Drawing No. OU2-4-2906 for the underground electric and communication services for the above named project.

Very truly yours,



Peter A. Marquardt
Staff Attorney

/sa
Enclosure



RECORDED RIGHT OF WAY NO. 26645

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

November 11, 1970

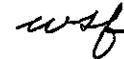
Dover Homes Company
2900 W. Maple
Troy, Michigan

Re: Troy Estates Sub. #2

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated October 21, 1970 for the underground electric and communication services for the above named project.

Very truly yours,



William S. Fambrough
Staff Attorney

: sa

Enclosure

RECORDED RIGHT OF TAY NO. 26645

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

October 20, 1970

Re: **Troy Estates Subdivision #2**

Gentlemen:

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Your attention is called to Paragraph No. 5 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

William S. Fambrough, Staff Attorney, Room 226, 2000 Second Avenue, Detroit, Michigan 48226 (phone number 962-2100, extension 2571).

Very truly yours,


William S. Fambrough
Staff Attorney

: saa
Enclosures

RECORDED RIGHT OF WAY NO. 36645

LIBER 5586 PAGE 185

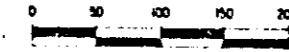
LIBER 5628 PAGE 298

LIBER 5586 PAGE 186

LIBER 5628 PAGE 294

Troy Estates Sub. No. 2"

PART OF THE N.E. 1/4 OF SECTION 19, T.2N., R.11E.
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



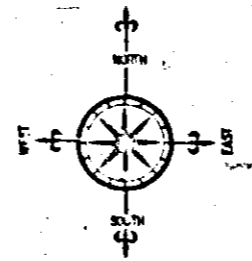
SCALE 1" = 100 FT.

MUNICIPAL CONTRACT SERVICE
CIVIL ENGINEERING AND SURVEYING
TROY, MICHIGAN

PLAT LEGEND

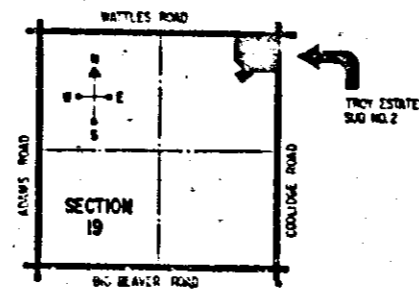
ALL DIMENSIONS ARE IN FEET
ALL CURVILINEAR DIMENSIONS ARE SHOWN ALONG THE ARC
R DENOTES RADIUS, NR DENOTES NOT RADIUS
THE SYMBOL "O" INDICATES A CONCRETE MONUMENT
ALL LOT MARKETS ARE 1/2" IRON PIPES AND ARE 18" LONG
ALL BEARINGS ARE IN RELATION TO THE NORTH LINE OF
SECTION 19, AS DEFINED IN TROY ESTATES SUB.
LIBER 118 PAGE 16, 17, 18 AND 19

SHEET 1 OF SHEETS

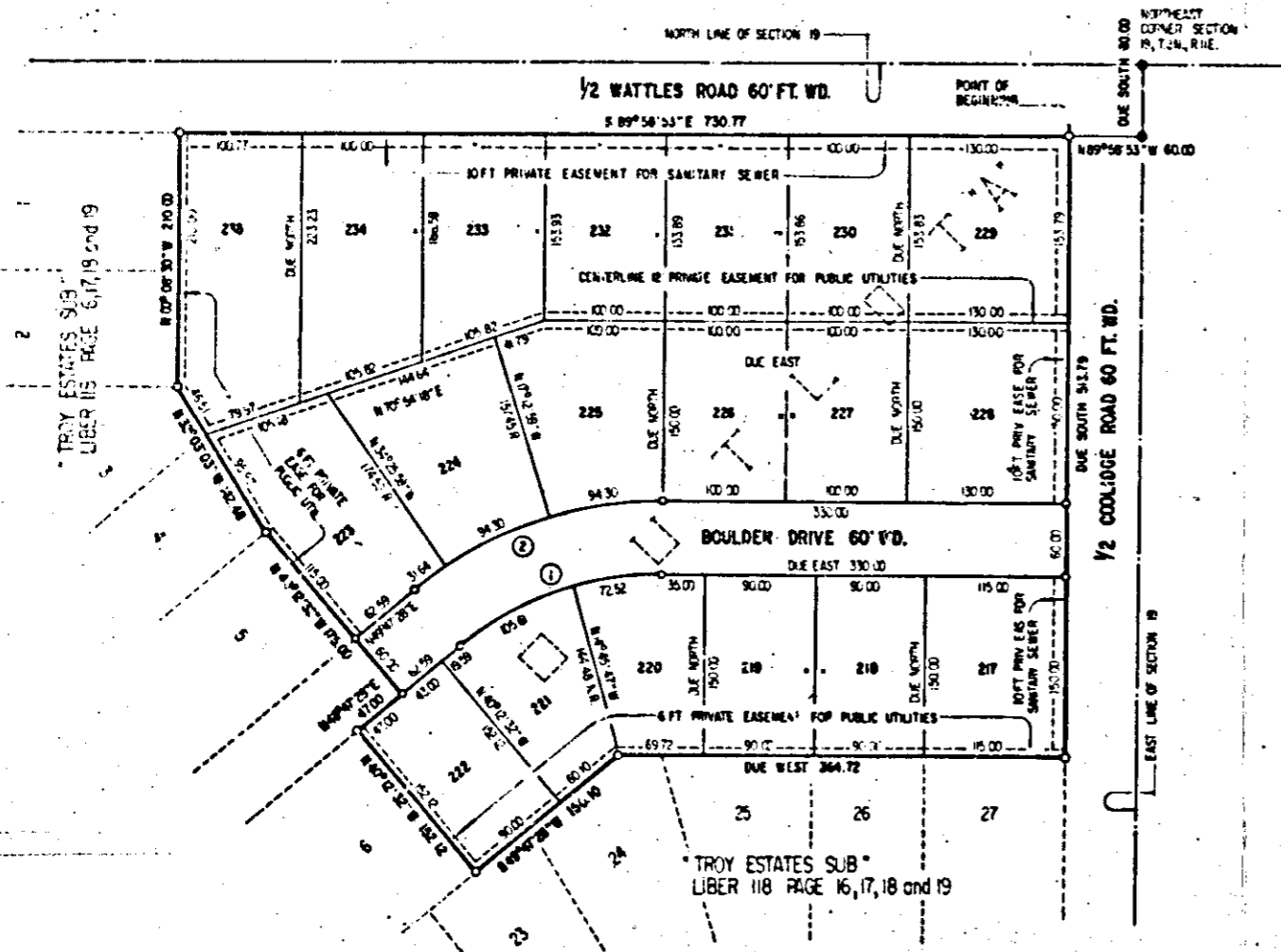


CURVE DATA

| NO. | RADIUS | ARC | DELTA | CHORD | CH BEARING |
|-----|--------|--------|-----------|--------|---------------|
| 1 | 253.83 | 178.13 | 40°42'32" | 174.50 | N 69°53'44" E |
| 2 | 313.83 | 220.24 | 40°42'32" | 215.75 | N 69°53'44" E |



LOCATION MAP
NOT TO SCALE



RECORDED HEREIN BY THE REGISTER

