

SUBDIVISIONS PLATTED

AGREEMENT - RESTRICTIONS

This instrument made this 19<sup>th</sup> day of April, 1971, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON" and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

A parcel of land has been subdivided in the Township of Clinton, State of Michigan, described as:

**SADDLE LANE SUBDIVISION: part of Section 20, T2N, R13E, Clinton Township, Macomb County, Michigan as recorded in Liber 61, pages 9 and 10 Macomb County Plat Records.**

And, WHEREAS EDISON and BELL will install their electric and communication facilities underground, except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of said underground utility services made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) In addition to the easements set forth in the plat, owners agree to grant by separate instrument, additional easements deemed necessary for electric and communication utilities.

(3) Owners will place survey stakes indicating property lot lines before trenching.

(4) Whereas, sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used for electric and communication facilities.

(5) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interfere with their facilities or when removal is necessary to repair and maintain their underground service facilities.

RECORDED RIGHT OF WAY NO. 36708

*Clinton Sup.*  
*3-20*  
*Saddle Lake Pl.*

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions.

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) Owners further agree that if subsequent to the installation of the utility facilities of 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to meter or communication terminal point as the case may be.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders issued, from time to time, by the Michigan Public Service Commission.

(12) EDISON will own and maintain the secondary service laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

**Note paragraph (13) below \***

This Agreement-Restrictions shall run with the land and 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 undersigned have set their hands and seals on the day and year first above written.

In the Presence of:

THE DETROIT EDISON COMPANY

Hazel L. Brandau  
Hazel L. Brandau

By W. C. Arnold  
W. C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.

Irene C. Kata  
IRENE C. KATA

By Lillian J. H. Carroll  
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

Marsha Pavelka  
MARSHA PAVELKA

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

Karen Guenther  
KAREN GUENTHER

**\* Paragraph (13):**

Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

RECORDED RIGHT OF WAY NO. 36708

Diane M. Ehrke  
Notary Public

John J. Ruggero  
John J. Ruggero

Marie Ruggero  
Marie Ruggero, his wife  
21340 Fifteen Mile Road  
Mount Clemens, Michigan

Macomb County  
Herbert H. Haggard

Katharine Keller  
Katharine Keller - Land Contract Vendor.  
23884 Hoover Road  
Warren, Michigan

Macomb County  
Judy A. Palanolo

Yvonne Ebersole  
Yvonne Ebersole, individually and  
survivor of herself and of her deceased  
husband, Calvin A. Ebersole -  
Land Contract Vendor.

Death Certificate of Calvin A. Ebersole  
recorded in Liber 2161, Page 818, Macomb  
County Records.

STATE OF MICHIGAN

COUNTY OF Macomb

On this 21<sup>st</sup> day of April, 1971, before me, the sub-  
scriber, a Notary Public in and for said County, personally appeared John J. and Marie  
Ruggero, a man and wife to me known to be the persons, named in and who executed the  
within instrument as vendor and acknowledged that they executed the same as their free  
act and deed for the intents and purposes therein mentioned.

My Commission Expires: April 2, 1972

Diane M. Ehrke  
Notary Public

Macomb county, Michigan.

RECORDED RIGHT OF WAY NO. 56708

STATE OF MICHIGAN

COUNTY OF MACOMB

On this 19<sup>th</sup> day of APRIL, 1971, before me, the subscriber,  
Katharina Keller, to  
a Notary Public in and for said County, personally appeared ~~XXXXXXXXXXXX~~  
me known to be the person, named in and who executed the within instrument as vendor  
and acknowledged that she executed the same as her free act and deed for the intents  
and purposes therein mentioned.

My commission expires: Nov. 16, 1974

Katharina Keller  
Notary Public  
MACOMB County, Michigan

STATE OF MICHIGAN

COUNTY OF MACOMB

On this 19<sup>th</sup> day of APRIL, 1971, before me, the subscriber,  
Yvonne Ebersole, individually and survivor  
a Notary Public in and for said County, personally appeared ~~XXXXXXXXXXXX~~  
of herself and of her deceased husband, Calvin A. Ebersole,  
~~XXXXXXXXXXXXXXXXXXXX~~  
to me known to be the persons, named in and who executed the within  
she her  
instrument as vendor and acknowledged that ~~XXXX~~ executed the same as ~~their~~ free act  
and deed for the intents and purposes therein mentioned.

My commission expires: Nov. 16, 1974

Yvonne Ebersole  
Notary Public  
MACOMB County, Michigan

RECORDED  
INDEXED  
MAY 10 1971  
EX 6708

STATE OF MICHIGAN

COUNTY OF MACOMB

On this 19<sup>th</sup> day of APRIL, 1971, before me, the subscriber, Katharina Keller, to a Notary Public in and for said County, personally appeared ~~XXXXXXXXXXXX~~ Katharina Keller as known to be the person, named in and who executed the within instrument as vendor and acknowledged that she executed the same as her free act and deed for the intents and purposes therein mentioned.

My commission expires: Nov. 16, 1974

Katharina Keller  
Notary Public  
MACOMB County, Michigan

STATE OF MICHIGAN

COUNTY OF MACOMB

On this 19<sup>th</sup> day of APRIL, 1971, before me, the subscriber, Yvonne Ebersole, individually and survivor of herself and of her deceased husband, Calvin A. Ebersole, ~~XXXXXXXXXXXX~~ Yvonne Ebersole to me known to be the persons, named in and who executed the within instrument as vendor and acknowledged that she her executed the same as her free act and deed for the intents and purposes therein mentioned.

My commission expires: Nov. 16, 1974

Yvonne Ebersole  
Notary Public  
MACOMB County, Michigan

RECORDED RIGHT OF WAY NO. 26708

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 3, 1971

John J. Ruggero  
21340 Fifteen Mile  
Mt. Clemens, Michigan

Re: ~~Saddle Lane Subdivision~~  
~~Clinton Township~~  
Macomb County

Gentlemen:

Subject to our agreement with you for the installation of underground lines in Saddle Lane Subdivision, 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 you will provide in the platted or proposed platted subdivision described above.

The total cost to you for said electric line installation is \$ 3,885.00, based on the sum of the front lot line measurements as measured along the contour of the front lot lines multiplied by \$1.00. Where a street borders on more than one side of a lot, the shortest dimension will be used. In curved lot lines bordering a street representing at least two sides of the lot, the front-foot measurement shall be one-half (1/2) of the total measurement of the curved lot line. Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

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

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, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

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

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

ACCEPTED

John J. Ruggero  
Date March 8, 1971

Very truly yours,

E. Miles  
E. Miles  
Service Planner

RECORDED RIGHT OF WAY NO. 24708

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

On this 23rd day of April, 1971, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
W. C. Arnold and Lillian J.H. Carroll  
to me personally known, who being by me duly sworn, did say that they are  
the Director, RE & 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  
instrument is the corporate seal of the said corporation, and that said instrument  
was signed in behalf of said corporation by authority of its Board of Directors  
and W. C. Arnold and Lillian J.H. Carroll  
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: June 24, 1972

Irene C. Kata  
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF OAKLAND )

On this 3rd day of May, 1971, 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 the 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: \_\_\_\_\_

Melford Hartman  
Notary Public

\_\_\_\_\_ County, Mich.

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

RECORDED RIGHT OF WAY NO. 86708