

AGREEMENT - RESTRICTIONS

This instrument made this 5th day of November, 19 71, 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 Lapeer, Lapeer County, State of Michigan, described as:

**Lori-Marie Subdivision: part of the S.E. 1/4 of Section 11, T7N, R10E, Lapeer Township, Lapeer County, Michigan, as recorded in Liber 5, Page 32, Lapeer 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) Where, 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.

RECORDED RIGHT OF WAY NO. 27599

*James  
11  
Bell Lori-Marie  
sub.*

(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.

(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 reimbursement 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.

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

Irene C. Kata  
IRENE C. KATA

By W.C. Arnold  
W.C. ARNOLD, DIRECTOR  
Real Estate and Rights of Way Dept.  
By Lillian J.H. Carroll  
Lillian J.H. Carroll Assistant Secretary

THE MICHIGAN BELL TELEPHONE COMPANY

Linda M. Loffman  
LINDA M. LOFFMAN

Marsha Pavelka  
MARSHA PAVELKA

By Phillip G. Bilsinger  
Phillip G. Bilsinger, Area Engineer  
Staff Supervisor, Right of Way  
(Authorized signature)

COMFORT HOMES INC.,  
A Michigan Corporation  
3297 Orchard Lake  
Keego, Harbor, Michigan

Carol L. Pierce  
Carol L. Pierce

Pamela E. Pinter  
Pamela E. Pinter

Beverly K. Blake  
Beverly K. Blake

Patricia A. Blake  
Patricia A. Blake

Elmer Cornell  
Elmer Cornell

Patricia A. Blake  
PATRICIA A. BLAKE

Beverly K. Blake  
Beverly K. Blake

By Arthur G. Elliott  
Arthur G. Elliott, President

By Thomas H. Elliott  
Thomas H. Elliott, Vice President

Elmer Cornell  
Elmer Cornell

Mary A. Cornell  
Mary A. Cornell, his wife  
824 N. Wilder  
Lapeer, Michigan

AS TO LOT 3

Edward V. Dudley  
Edward Dudley

Elaine C. Dudley  
Elaine Dudley, his wife  
814 S. Wilder  
Lapeer, Michigan

RECORDED RIGHT OF WAY NO. 297599

AS TO LOT 4

Elmer Cornell  
Elmer Cornell

Patricia A. Blake  
Patricia A. Blake

Beverly K. Blake  
Beverly K. Blake

Millard Pender  
Millard Pender

Hedwig A. Pender  
Hedwig Pender, his wife  
1917 Clark Rd.  
Lapeer, Michigan

AS TO LOT 19

Elmer Cornell  
Elmer Cornell

Patricia A. Blake  
Patricia A. Blake

Beverly K. Blake  
Beverly K. Blake

Louis Dudley  
Louis Dudley

Anita L. Dudley  
Anita Dudley, his wife  
2773 Lance  
Lake Orion, Michigan

STATE OF MICHIGAN

COUNTY OF Oakland

On this 5th day of November, 1971, before me appeared Arthur G. Elliott and Thomas H. Elliott to me personally known, who being by me severally duly sworn, did say that they are respectively President and Vice President of Comfort Homes Inc., 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 Arthur G. Elliott and Thomas H. Elliott acknowledged the said instrument to be the free act and deed of the said corporation.

My Commission expires: 7/28/74

Carol L. Pierce  
Notary Public Carol L. Pierce  
Oakland, County, Michigan

STATE OF MICHIGAN

COUNTY OF Lapeer

On this 11th day of November, 1971, before me, the subscriber, a Notary Public in and for said County, personally appeared Elmer Cornell and Mary A. Cornell, a man and wife, to me known to be the persons named in and who executed the within instrument and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: 2/9/75

Patricia A. Blake  
Notary Public Patricia A. Blake  
Lapeer County, Michigan

RECORDED RIGHT OF WAY NO. 27579

STATE OF MICHIGAN )  
COUNTY OF Lapeer )SS

On this 11<sup>th</sup> day of November, 19 71, before me,

the subscriber, a Notary Public in and for said County, personally appeared

Edward Dudley and Elaine Dudley, a man and wife

to me known to be the person s, 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: 2/9/75

Patricia A. Blake  
Notary Public Patricia A. Blake  
Lapeer County, Michigan

STATE OF MICHIGAN )  
COUNTY OF Lapeer )SS

On this 11<sup>th</sup> day of November, 19 71, before me,

the subscriber, a Notary Public in and for said County, personally appeared

Millard Pender and Hebrwig Pender, a man and wife

to me known to be the person s, 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: 2/9/75

Patricia A. Blake  
Notary Public Patricia A. Blake  
Lapeer County, Michigan

STATE OF MICHIGAN )  
COUNTY OF Lapeer )SS

On this 11<sup>th</sup> day of November, 19 71, before me,

the subscriber, a Notary Public in and for said County, personally appeared

Louis Dudley and Anita Dudley, a man and wife

to me known to be the person s, 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: 2/9/75

Patricia A. Blake  
Notary Public Patricia A. Blake  
Lapeer County, Michigan

STATE OF MICHIGAN )  
COUNTY OF \_\_\_\_\_ )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me,

the subscriber, a Notary Public in and for said County, personally appeared

to me known to be the person \_\_\_\_\_, named in and who executed the within instrument as vendor and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed for the intents and purposes therein mentioned.

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

Notary Public

RECORDS DEPARTMENT OF WAY NO. 27599



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

TO Engineering Coordinator Supervisors DATE 2-1-72 TIME \_\_\_\_\_

Bldg. H - Room 250 W.S.C.

RE: Underground Service - Lori-Marie Sub., Lapeer Twp., Lapeer County  
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: J. Turner - Lapeer Office

SIGNED

*Robert W. Boelio*  
**Robert W. Boelio**  
**Staff Attorney**

REPORT File

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





ANB  
C  
GEBROUWERMILT  
HD

RECORDED RIGHT OF WAY NO. 27599

RECORDED

RECORDED

RECORDED