

1-10
9

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the right is hereby granted and conveyed to THE DETROIT EDISON COMPANY, a New York corporation, 2000 Second Avenue, Detroit, Michigan, and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, 1365 Cass Avenue, Detroit, Michigan, their licensees, lessees, successors and assigns, to construct, operate and maintain their underground lines and necessary cable pole for the transmission and distribution of electricity and communication service under, over and across property located in the Village of Beverly Hills, Oakland County, Michigan, described as:

The northerly 6 feet of Lot 26, Georgetown Green, a subdivision of part of the Northeast 1/4 of Section 9, Town 1 North, Range 10 East, according to the plat thereof recorded in Liber 109 of Plats, Pages 17, 18 and 19, Oakland County Records.

with full right and authority to the grantees, their employes, agents and contractors to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, operating and maintaining their cable pole and cables.

The grade established by the DEVELOPER at the time the utilities place their services underground shall be considered final and finished grade. No property owner shall make any change in such grade in the easement herein granted when the change in grade or alteration of ground conditions, in the opinion of the utilities concerned, interferes with their underground facilities.

Article 12 B, G, H, I, J of the restrictions now on record in Liber 4493, Pages 785 and 786, in the Register of Deeds office for the County of Oakland, shall be applicable to the above described Easement.

This Grant is declared binding upon the undersigned grantors, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 6th day of November, 1963.

In the Presence of
Robert M. Mock
Jeannette E. Trost
HELEN HUSKINS DEEDS
MICHIGAN REGISTER OF DEEDS

Robert M. Mock

Jeannette E. Trost
Srn. 304 S.O.

RETURN TO
A. L. KASALMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED
MICHIGAN
REGISTER OF DEEDS RECORDS
OAKLAND COUNTY

Lucille W. Miller
Lucille W. Miller
Administratrix of the Estate of
George W. Miller, Deceased.
650 N. Glengary, Birmingham, Michigan

400

RECORDED RIGHT OF WAY NO. 22455

BEECH GROVE INVESTMENT COMPANY

Robert M. Mock
Robert M. Mock

BY: William J. Pulte
William J. Pulte, President

Jeannette E. Trost
Jeannette E. Trost

BY: Lowell David Kellett
Lowell David Kellett, Secretary
30895 Lincolnshire Drive
Birmingham, Michigan

DETROIT MORTGAGE AND REALTY COMPANY

Jean Lynch
Jean Lynch

BY: Earl I. Heenan, Jr.
Earl I. Heenan, Jr., President

Georgiana Earnest
Georgiana Earnest

BY: Johanna Shetler
Johanna Shetler, Assistant Sec.
333 West Fort Street
Detroit, Michigan

STATE OF MICHIGAN ()
COUNTY OF Wayne () SS

On this 6th day of November, 1963, before me the subscriber, a Notary Public in and for said County, appeared LUCILLE W. MILLER, Administratrix of the Estate of George W. Miller, Deceased, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

My Commission Expires:
July 6, 1964

Jeannette E. Trost
Jeannette E. Trost
Notary Public, Wayne County,
Michigan

STATE OF MICHIGAN ()
COUNTY OF OAKLAND () SS

On this 6th day of November, 1963, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM J. PULTE and LOWELL DAVID KELLETT, to me personally known, who being by me duly sworn did say that they are the PRESIDENT and SECRETARY of BEECH GROVE INVESTMENT COMPANY, 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

Am. 300 G. O.
RETURN TO
A. L. KASAMEYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

RECORDED RIGHT OF WAY NO. 22455

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

TO C. J. Bartholomew - 646 G. O. DATE 11-7-62 TIME _____

RE: Georgetown Green Subdivisor - Village of Beverly Hills,
Oakland County

Agreement and Easement for the Northerly six (6') feet of Lot 26 have

been received. Plat is of record and restrictions are record. It is now in order

to proceed with the underground construction.

COPIES TO I. A. Bergash - 1901 Second - Rm. 134

C. Scott - 637 G. O.

H. T. Shively - 714 G. O.

REPORT H. V. Tabor - 725 G. O.

Al Lee - S. Lee - Pontiac Service Center

File ✓

SIGNED

Stephen A. Hallmark
Stephen A. Hallmark: Gen
Staff Attorney
Legal Department

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED AT 10:13 AM
NOV 10 1962
207/55

THE DETROIT EDISON COMPANY
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

*Received
22455*

November 26, 1963

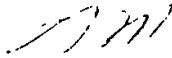
Beech Grove Investment Company
30895 Lincolnshire Drive
Birmingham, Michigan

Attention: **Mr. William J. Pulte**
President

Gentlemen:

Enclosed is a copy of the Easement pertaining to the northerly 6 feet of Georgetown Green Subdivision recorded in Liber 4504, Pages 28, 29 and 30, Oakland County Records and a fully executed copy of the Agreement dated November 1, 1963 between your Company and The Detroit Edison Company pertaining to the underground service to the above named subdivision.

Yours truly,



Stephen A. McNamee
Staff Attorney

SAMcN;umt

Enclosures

October 10, 1963

The Detroit Edison Company
2000 Second Avenue
Detroit 26, Michigan

Michigan Bell Telephone Company
1365 Cass Avenue
Detroit 26, Michigan

Re: Proposed Georgetown Green Subdivision
of part of the Northeast 1/4 of Section 9,
Town 1 North, Range 10 East, Village of
Beverly Hills, Oakland County, Michigan

Gentlemen:

We are in the process of developing the above described subdivision in Oakland County. The plat of this subdivision has not been recorded. However, at this time we desire to have electric and telephone road crossings made so that we can improve the roadways in this proposed subdivision.

This letter shall be considered by you as permission to maintain your conduits within the road crossings indicated on the attached drawings of The Detroit Edison Company Nos. U2-4-1300A, U2-4-1300B and U1-4-2263, which are attached hereto and made a part hereof. It is our understanding that you will furnish us with the necessary conduit for the road crossings and we agree to comply with the requirements of the utilities in regard to providing all necessary trenching in accordance with your specifications for road crossings. In addition we will install the conduit furnished by you in said trenches in accordance with your specifications.

To provide for the proper installation of the road crossings the following work either has been done or will be done prior to the installation:

1. Final road grade established.
2. Proper staking of road and lot lines has been completed.
3. At road crossings there are certain requirements of governmental authority regarding backfill of trenches. We agree to comply with these requirements.

RECORDED RIGHT OF WAY CO. 22455

The Detroit Edison Company
Michigan Bell Telephone Company

October 10, 1963
Page Two

In consideration of the furnishing of the conduit by you, if subsequent to the installation of same you are required to move, remove or rearrange the above described conduit installed under this permit due to rearrangement of lot lines, improper installation and sewer, water or gas line installations, the cost and expense of so doing incurred by you shall be paid forthwith by the undersigned upon the receipt of a statement therefor.

Very truly yours,

BEECH GROVE INVESTMENT COMPANY

By: William J. Hulte President

RECORDED RIGHT OF WAY NO. 22455

WILLIAM J. PULTE and LOWELL DAVID KELLETT acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

July 6, 1964

Jeannette E. Trost
Jeannette E. Trost
Notary Public, Wayne County,
Michigan (acting in Oakland)

STATE OF MICHIGAN ()
COUNTY OF Wayne () SS.

On this 4th day of November, 1963, before me the subscriber, a Notary Public in and for said County, appeared EARL I. HEENAN, JR. and JOHANNA SHETLER, to me personally known, who being by me duly sworn did say they are the PRESIDENT and ASSISTANT SECRETARY of DETROIT MORTGAGE AND REALTY COMPANY, 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 EARL I. HEENAN, JR. and JOHANNA SHETLER acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

July 6, 1964

Jeannette E. Trost
Notary Public, Wayne County, Michigan
My Commission Expires June 19, 1966

Jeannette E. Trost
Notary Public, Wayne County,
Michigan

RECORDED RIGHT OF WAY NO. 22435

Ann. 300 U.O.
RETURN TO
A. L. KASAMLYER
The Detroit Edison Company
2000 SECOND AVENUE
DETROIT 26, MICHIGAN

AGREEMENT

THIS AGREEMENT made this 1st day of November, 1963,
between BEECH GROVE INVESTMENT COMPANY, a Michigan corporation, with offices at
30895 Lincolnshire Dr, Birmingham, hereinafter referred to as
"DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, with offices at
2000 Second Avenue, Detroit 26, Michigan, hereinafter referred to as "EDISON".

WHEREAS, the DEVELOPER is developing land in the Village of Beverly Hills,
County of Oakland, State of Michigan, described as:

"Georgetown Green", a subdivision of part of the Northeast 1/4 of
Section 9, Town 1 North, Range 10 East, Village of Beverly Hills,
Oakland County, Michigan, according to the plat thereof recorded
in Liber 109, Pages 17, 18 and 19, Oakland County Records.

AND, WHEREAS, the DEVELOPER has submitted the plan of subdivision to EDISON for
approval of private easements for public utilities described thereon and DEVELOPER desires
that EDISON install its electric distribution lines for electric underground, (except
necessary cable poles) single phase, 120/240 volt, three wire, 60 cycle service in said
easements, except Lots 6 thru 35; 43 thru 46; 56 thru 58; 61 thru 74, which are to be
served overhead.

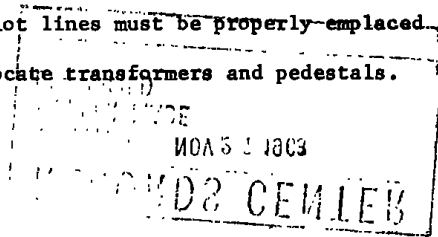
NOW, THEREFORE, in consideration of the mutual promises and covenants herein
made between EDISON and DEVELOPER, it is hereby agreed:

Responsibility of DEVELOPER

1. Install sanitary sewers when required by governmental authority and sewer
taps made three (3') feet beyond easement limits for each lot prior to installation of
electrical underground lines in easement so that sewer connections can be made without
undermining electrical system lines. Sewer lines may cross but may not be installed within
the easements used for electric and telephone utilities.

2. Easement must have the finished grade established for the subdivision prior
to installation of underground lines so that electrical distribution service can be
properly installed in relation to finished grade.

3. Survey stakes indicating property lot lines must be properly placed
before and after trenching to enable EDISON to locate transformers and pedestals.



RECORDED & INDEXED
NO. 22453

See pg. 4E 114 of Georgetown Green Sub.

4. DEVELOPER hereby agrees that if subsequent to the installation of the lines, transformers and secondary connection pedestals by EDISON, EDISON is required to repair, move, rearrange or relocate any of the above described facilities to conform to a new plot plan or change of grade made by DEVELOPER, or for any cause or changes attributable to DEVELOPER's action or request, the cost and expense of repairing, moving, rearranging or relocating EDISON's facilities shall be paid forthwith to EDISON by DEVELOPER upon receiving a statement therefor.

5. All trenching, backfilling and removal of trees or shrubbery required for installation of electric lines in private easements for public utilities shall be done at the expense of DEVELOPER. Location of trenches in easements and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rubble and clods of hard or frozen 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.

6. In the event electric service to residences is furnished by DEVELOPER, it will furnish and install between the transformers and secondary connection pedestals and the residences, three (3) service conductors, type USE, in compliance with the National Electrical Code, and said conductors shall be at least 1/0 copper in size, type RH-RW or RHW rubber insulated or neoprene jacketed for direct burial and installed underground.

Responsibility of EDISON

Upon the completion of the above requirements necessary for the installation of underground electrical distribution service, EDISON will furnish, install, own and maintain, at its expense, (except costs and expenses set forth in Article 4 above) all cables in easements (except the service conductors), cable poles, transformers, secondary connection pedestals and equipment located in the private easements for public utilities.

THIS AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

RECORDED
INDEXED
BY
NO. 2453

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

In the Presence of:

BEECH GROVE INVESTMENT COMPANY,
a Michigan corporation

Julie Kouri
Julie Kouri

By: William J. Fulte
William J. Fulte, President

Jeannette E. Frost
Jeannette E. Frost

By: Lowell David Kellett
Lowell David Kellett, Secretary

Stephen A. McNamee
Stephen A. McNamee

THE DETROIT EDISON COMPANY
By: E. O. George
E. O. George Vice-President

Beatrice M. Cabrera
Beatrice M. Cabrera

RECORDED RIGHT OF WAY NO. 22455

Declaration of Restrictions

12. WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase, 120/240 volt, three wire, 60 cycle service for Lots 35 thru 43; Lots 47 thru 55; Lots 59 and 60; Lots 75 thru 111, and to provide for certain rights and benefits to the utilities placing their lines underground. All other lots in this subdivision are to be served from overhead lines.

A. Private easements for public utilities have been granted on the plat of Georgetown Green.

B. No excavations (except for public utility purposes), no change 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. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utility; provided, however, that the owner shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, re-installation, repair, maintenance, or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purposes set forth above shall be without liability to the utility.

C. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformer enclosures and no shrubs or foliage shall be permitted within five (5') feet of secondary connection pedestals.

D. The original or subsequent owners of Lots 35 thru 43; Lots 47 thru 55; Lots 59 and 60; and Lots 75 thru 111 shall install underground, own, maintain and replace at their own expense the single phase electric service conductors lying between the transformers or secondary connection pedestals located in said easements and the residences erected on said lots.

RECORDED RIGHT OF WAY NO. 22455

(Paragraph 12 continued)

E. All underground electric service conductors installed shall be at least #1/0 copper in size with insulation of a type approved by the National Electrical Code for direct burial and at depth specified by the utilities concerned.

F. The original or subsequent owners of Lots 35 thru 43; Lots 47 thru 55; Lots 59 and 60; and Lots 75 thru 111 to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, re-installation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

G. The grade established by the developer 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.

H. The property owners shall pay to the utility concerned the cost of relocation or re-arrangement of utility equipment, where, in the opinion of the utility, such relocation or re-arrangement is made necessary because of violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.

I. The foregoing restrictions A. thru H. shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.

J. Enforcement shall be by proceeding in civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

20. All of the restrictions, conditions, covenants, charges, easements, and agreements, except those contained herein in Paragraph 12, Sections A. thru J. shall exist until December 31, 1963, etc.

RECORDED RIGHT OF WAY NO. 22455

of the surface of the earth which is disturbed by Excavation and other construction work shall be finished-graded and seeded or covered with other landscaping as soon as the construction work and weather permits.

10. Every owner shall promptly dispose of all of his refuse and garbage so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. Each residence shall be equipped with a garbage disposal unit installed inside the dwelling house and operated by electricity, gas or similar power or fuel.
11. No signs, posters, billboards or other advertising devices or symbols shall be erected or displayed in the subdivision or on any buildings or fences therein, except "For Sale" signs not more than 6 feet in area, advertising a single lot or house, and except that signs of larger size may be erected and displayed by 1st Party advertising the subdivision.
12. WHEREAS, it is the intent and purpose of the parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single phase, 120/240 volt, three wire, 60 cycle service for lots 1 thru 5, 36 thru 42; lots 47 thru 55; lots 59 and 60; lots 75 thru 106, and to provide for certain rights and benefits to the utilities placing their lines underground. All other lots in this subdivision are to be served from overhead lines.
 - A. Private easements for public utilities have been granted on the plat of Georgetown Green.
 - B. 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. Except as provided herein, the owner shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of the utility; provided, however, that the owner shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, re-installation, repair, maintenance, or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs, or plants of any kind by a public utility for the purposes set forth above shall be without liability to the utility.
 - C. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformer enclosures and no shrubs or foliage shall be permitted within five (5') feet of secondary connection pedestals.
 - D. The original or subsequent owners of lots 1 thru 5,; lots 36 thru 42; lots 47 thru 55; lots 59 and 60; and lots 75 thru 106 shall install underground, own, maintain and replace at their own expense the single phase electric service conductors

RECORDED RIGHT OF WAY NO. 24450

Georgetown Green

lying between the transformers or secondary connection pedestals located in said easements and the residences erected on said lots.

- E. All underground electric service conductors installed shall be at least #1/0 copper in size with insulation of a type approved by the National Electrical Code for direct burial and at depth specified by the utilities concerned.
- F. The original or subsequent owners of lots 1 thru 5; lots 36 thru 42; lots 47 thru 55; lots 59 and 60; and lots 75 thru 106 to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, re-installation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.
- G. The grade established by the developer 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.

- H. The property owners shall pay to the utility concerned the cost of relocation or re-arrangement of utility equipment, where, in the opinion of the utility, such relocation or re-arrangement is made necessary because of violation by the property owner of any of the foregoing restrictions pertaining to utility underground installations.
- I. The foregoing restrictions A. thru H. shall be covenants running with the land and shall not be subject to termination without the consent of the utilities herein concerned.
- J. Enforcement shall be by proceeding in civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

- 13. All buildings on each lot in said subdivision shall be erected so as to be at least forty (40') feet from the front lot line thereof, forty (40') feet from the rear lot line thereof, and fifteen (15') feet from one side lot line and twenty (20') feet from the other side lot line thereof, except when a side lot line is abutting upon a street, then the minimum distance from the side lot line is to be at least forty (40') feet (except lots 5, 22, 37, 74, 75, 82, 83, 89, and 90 which shall be at least twenty five (25') feet from side lot line which abuts upon a street).
- 14. No more than one dwelling per lot as originally platted shall be constructed in said subdivision, except lots 7,

RECORDED RIGHT OF WAY NO. 44700