

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

Project Name:  
Bedford Villas Sub. #4

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 New York corporation, 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 an agreement between the electric and communication utilities and IRVINE HOME BUILDERS,

dated 7/15/55.

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.

RECORDED RIGHT OF WAY NO. 24973

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 \_\_\_\_\_

\_\_\_\_\_ 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 therefor.

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 - #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.

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.

residences. DEVELOPER shall install, at his expense, at least 2 - #2/0 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 AGREEMENT

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. ETISON 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 parties hereto have set their hands and seals the day and year first above written.

In the Presence of:

Milton M. Howard  
Milton M. Howard

K. Judith Singer  
K. Judith Singer

IRVINE HOME BUILDERS, INC.  
a Michigan Corporation

By: Irving Levine  
Irving Levine, President

By: Irving Rosenthal  
Irving Rosenthal, Sec.-Treasurer

Stephen A. McNamee  
Stephen A. McNamee

Irene C. Kata  
IRENE C. KATA

THE DETROIT EDISON COMPANY

By: R. Q. Duke  
R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

By: William J. Carroll  
WILLIAM J. CARROLL, ASST. S. SECRETARY

Barbara D'Agostino  
BARBARA D'AGOSTINO

Carol A. Moore  
CAROL A. MOORE

MICHIGAN BELL TELEPHONE COMPANY

By: Carl T. Hall  
CARL T. HALL  
Staff Supervisor, Right of Way

NOTED RIGHT OF WAY NO. 34973

STATE OF MICHIGAN )  
  SS  
COUNTY OF Oakland

On this 5<sup>th</sup> day of March, 1968, before me appeared IRVING LEVINE and IRVING ROSENTHAL to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SEC.-TREASURER of IRVINE HOME BUILDERS, 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 IRVING LEVINE and IRVING ROSENTHAL acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: June 7, 1971

K. Juddell Singer  
Notary Public

Oakland County, Mich.

APPENDIX "A"

The land embraced in the annexed plat of "Bedford Villas Subdivision, No. 4" part of the S.W. ¼ of Sec. 12, T1N, R10E, City of Southfield, Oakland Co., Mich., comprises Lots 245 thru 317, being a re-subdivision of part of Lots 91 thru 102 of Bedford Villas Subdivision (recorded in L. 55, Page 12), is described as follows: Commencing at the center ¼ corner of Sec. 12, T1N, R10E, and proceeding thence along the E. and W. ¼ line of said Sec. 12, S. 89°50'17" W. 43.00 ft.; thence S. 0°07'17" W. 43.00 ft.; to the point of beginning of the land herein described; thence along the W. line of Pierce St. (86 ft. wide), S. 0°07'17" W. 600.15 ft.; thence along the N. line of Lot 97 of said Bedford Villas Sub., N. 89°57'15" W. 355.86 ft.; thence S. 0°2'30" W. 100 ft. to a point on the S. line of said Lot 97 of Bedford Villas Sub.; thence along said line S. 89°57'15" E. 355.73 ft. to a point on the W. line of Pierce St.; thence along said line S. 0°7'17" W. 300 ft.; thence along the N. line of Lot 101 of Bedford Villas Sub.; N. 89°57'15" W. 226.31 ft.; thence S. 0°2'30" W. 200 ft. to a point on the S. line of Lot 102 of said Bedford Villas Sub., thence along said line N. 89°57'15" W. 630 ft.; thence N. 0°2'30" E. 1,197.04 ft. to a point on the S. line of Webster Ave. (½ width 43 ft.) thence along said line N. 89°50'17" E. 857.70 ft. to the point of beginning.

RECORDED RIGHT OF WAY NO. 24973

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 13th day of March, 1968, before me, the  
subscriber, a Notary Public in and for said County, personally appeared  
R. Q. Duke and Lillian J.H. Carroll  
to me personally known, who being by me duly sworn, did say that they are  
the Director. Properties & Rights of Way and an Assistant 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  
Lillian J.H. Carroll acknowledged said instrument to be the free  
act and deed of said corporation.

My Commission expires: July 9, 1968

[Signature]  
Notary Public IRVING C. RITA  
Wayne County, Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF OAKLAND )

On this 7th day of March, 1968, 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: \_\_\_\_\_

[Signature]  
Notary Public  
\_\_\_\_\_ County, Michigan

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

RECORDED  
RIGHT OF WAY NO. 24973



# 24974

March 19, 1968

Mr. Robert Rosin  
19963 James Consens  
Detroit, Michigan

Re: Rosin Apartments  
S.E. Twelve Mile Rd., nr. Evergreen Rd.  
City of Southfield - 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 \$1930.50 based on 1430 estimated trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 6, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

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

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 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.

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

Very truly yours,

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

ACCEPTED

*R. Rosin*  
\_\_\_\_\_  
*Robert M. Rosin*  
\_\_\_\_\_

Date: 3/21/68

RECORDED RIGHT OF 347 NO. 24974

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 making 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 5th day of March, 1968.

In the Presence of:

RECORDED FROM COPY FILED IN 24913



In the Presence of:

Milton M. Howard  
Milton M. Howard

K. Judith Singer  
K. Judith Singer

Milton M. Howard  
Milton M. Howard

K. Judith Singer  
K. Judith Singer

IRVINE HOME BUILDERS, INC.  
A Michigan Corporation  
16021 W. McNichols  
Detroit, Michigan

By: Irving Levine, President

By: Irving Rosenthal, Sec.-Treasurer

RICHTER CONSTRUCTION COMPANY  
a Michigan Corporation  
19456 James Couzens  
Detroit, Michigan

By: Gerald Richter, President

By: Milton G. Zussman, Sec.-Treasurer

Sylvia Burg, 25535 Briar, Oak Park, Michigan  
Herman Ross and Beverly Ross, his wife,  
1456 Ardmoor, Birmingham, Michigan  
Irving Stollman and Ethel Stollman, his wife,  
25427 Scotia, Harper Woods, Michigan  
Harry Bayer and Violet Bayer, his wife  
23116 Marlowe, Oak Park, Michigan  
Joseph Alter, a single man, 16532 Hamilton,  
Detroit, Michigan  
Robert Mark Epstein, Kenneth Barry Epstein,  
and Stuart Al an Epstein, 17256 Sherfield  
Place, Southfield, Michigan BY Sylvia  
Burg, TRUSTEE, 25535 Briar, Oak Park, Mich  
D. Morton Weiner, 25660 Southwood, Southfield,  
Michigan and  
Arnold L. Weiner, 14540 Vassar, Detroit, Mich.  
BY Samuel W. Leib, TRUSTEE, 3000 Cadillac  
Tower, Detroit, Michigan

BY: Isadore Epstein, Attorney-in-Fact  
12627 Greenfield Road, Detroit, Michigan

RECORDED RIGHT OF WAY NO. 24113

STATE OF MICHIGAN )

SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1968, before me, a Notary Public in and for said County, personally came the above named ISADORE EPSTEIN, to me personally known, who being by me duly sworn, did say that he is Attorney-in-Fact for Sylvia Burg, Herman Ross and Beverly Ross, his wife, Irving Stollman and Ethel Stollman, his wife, Harry Bayer and Violet Bayer, his wife, Joseph Alter, a single man, Sylvia Burg, trustee for Robert Mark Epstein, Kenneth Barry Epstein and Stuart Allan Epstein, and Samuel W. Leib trustee for D. Morton Weiner and Arnold L. Weiner and that said instrument was signed on behalf of said parties and the said ISADORE EPSTEIN acknowledged said instrument to be their free act and deed.

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

Notary Public

STATE OF MICHIGAN )

SS

COUNTY OF (Oakland) )

On this 5<sup>th</sup> day of March, 1968, before me, a Notary Public in and for said County, appeared IRVING LEVINE and IRVING ROSENTHAL, to me personally known, who being each by me duly sworn, did say that they are the PRESIDENT and SECRETARY-TREASURER respectively, of IRVINE HOME BUILDERS, 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 IRVING LEVINE and IRVING ROSENTHAL acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: June 7, 1971

[Signature]  
Notary Public

Oakland County, Mich.

STATE OF MICHIGAN )

SS

COUNTY OF (Oakland) )

On this 5<sup>th</sup> day of March, 1968, before me, a Notary Public in and for said County, appeared GERALD RICHTER and MILTON ZUSSMAN, to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY-TREASURER of RICHTER CONSTRUCTION COMPANY, 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 GERALD RICHTER and MILTON ZUSSMAN acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: June 7, 1971

[Signature]  
Notary Public

Oakland County, Mich.

RECORDED RIGHT OF WAY NO. 2-1-68-117

# "BEDFORD VILLAGES" SUBDIVISION No. 4

PART OF THE S. W. 1/4 OF SEC. 12, T. 1 N., R. 10 E.,  
CITY OF SOUTHFIELD, OAKLAND CO., MICH. (PROPOSED)

SCALE: ONE INCH=100 FEET.  
NOTE: All dimensions are shown in feet and decimal thereof.  
All curve radii are shown along the arc.

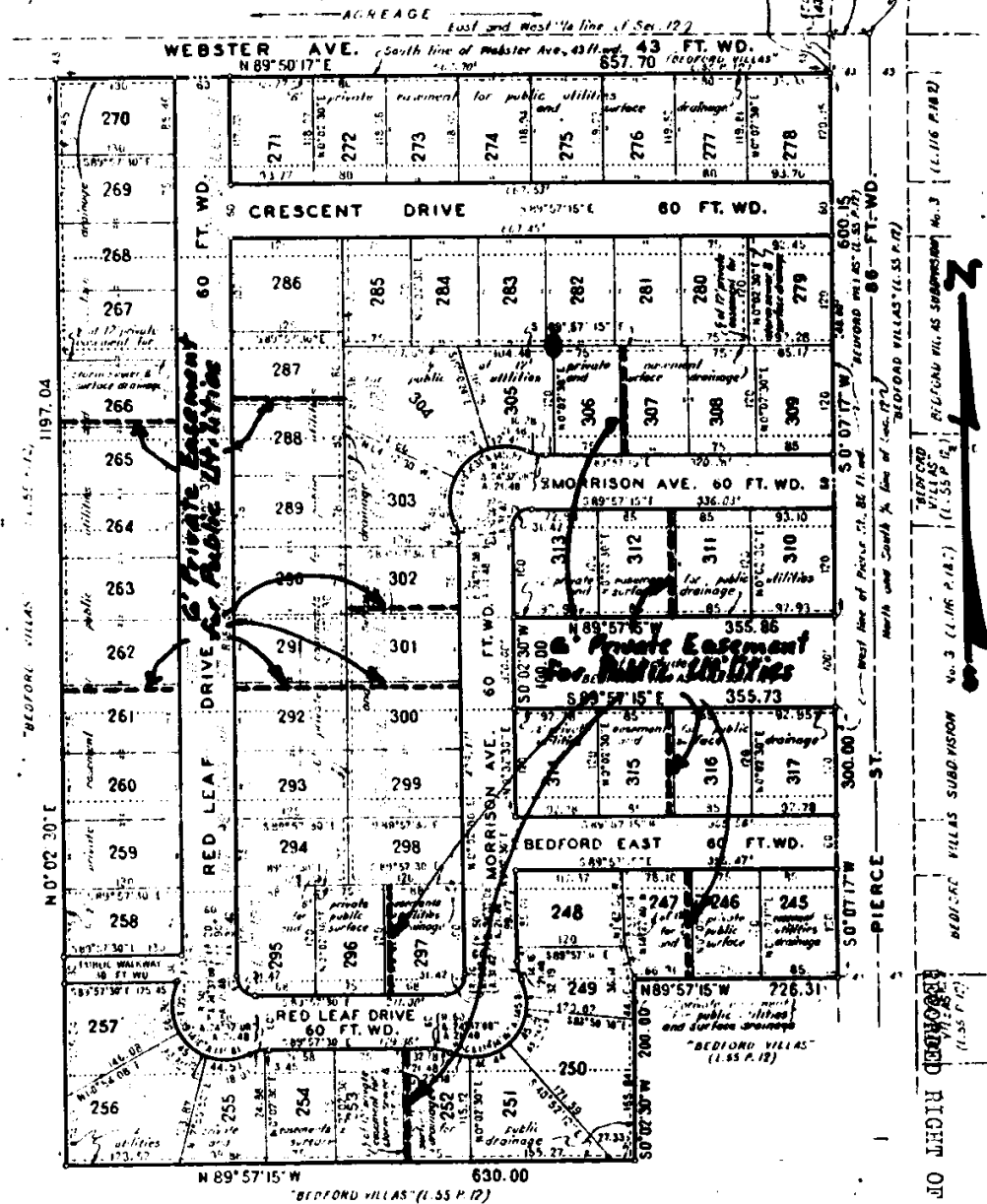
WARNER, GATHELL & PAUMOS, INC.,  
Civil Engineers and  
Land Surveyors  
18928 N. Middlefield Road,  
Detroit, Mich. 48219

POINT OF BEGINNING

Center is corner of  
Sec. 12, 11N, R 10E.  
(89°50'17" W  
433.00)

ACREAGE

SHEET 1 OF 2



DEDICATION

BEFORE IN THE ANNUAL MEETING OF "BEDFORD VILLAGES", INC., PART OF THE S. W. 1/4 OF SEC. 12, T. 1 N., R. 10 E., CITY OF SOUTHFIELD, OAKLAND CO., MICH., IN 1928, BEING A RE-PLANNING OF THE THIRTY-FOUR (34) LOTS OF BEDFORD VILLAGES SUBDIVISION No. 1, SEC. 12, T. 1 N., R. 10 E., AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928, AND AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928, AND AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928...

RESOLUTION CERTIFICATE

CERTIFICATE THAT THE PLANS HEREON SUBMITTED TO A MEETING OF THE BOARD OF DIRECTORS OF "BEDFORD VILLAGES", INC., PART OF THE S. W. 1/4 OF SEC. 12, T. 1 N., R. 10 E., CITY OF SOUTHFIELD, OAKLAND CO., MICH., IN 1928, BEING A RE-PLANNING OF THE THIRTY-FOUR (34) LOTS OF BEDFORD VILLAGES SUBDIVISION No. 1, SEC. 12, T. 1 N., R. 10 E., AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928, AND AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928...

DEED CERTIFICATE

CERTIFICATE OF TITLE, REGISTERED AND APPROVED BY THE COUNTY CLERK OF OAKLAND COUNTY, MICHIGAN, IN 1928, BEING A RE-PLANNING OF THE THIRTY-FOUR (34) LOTS OF BEDFORD VILLAGES SUBDIVISION No. 1, SEC. 12, T. 1 N., R. 10 E., AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928...

DECLARATION OF INTEREST

STATEMENT OF THE DECLARANT AND THE PARTIES TO THE DEED, MADE AT THE MEETING OF THE BOARD OF DIRECTORS OF "BEDFORD VILLAGES", INC., PART OF THE S. W. 1/4 OF SEC. 12, T. 1 N., R. 10 E., CITY OF SOUTHFIELD, OAKLAND CO., MICH., IN 1928, BEING A RE-PLANNING OF THE THIRTY-FOUR (34) LOTS OF BEDFORD VILLAGES SUBDIVISION No. 1, SEC. 12, T. 1 N., R. 10 E., AS SET FORTH IN THE PLAN THEREOF, FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF OAKLAND, MICHIGAN, IN 1928...

(1.116 P. 187)

(1.116 P. 187)

(1.116 P. 187)

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(1.116 P. 187)

(1.116 P. 187)

(1.116 P. 187)

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

TO Engineering Coordinator Supervisor DATE 3-12-68 TIME \_\_\_\_\_  
1901 Second - Room 184  
Re: background Service - Bedford Vill. Subdivision No. 4  
City of Southfield, Oakland County, Michigan

Agreements and Easements obtained by N.B.T.

OK to proceed with construction.

COPIES TO: R. Olson - 1901 Second - Rm. 184 SIGNED *Stephen A. Williams*  
H. W. Friebe - 728 G. O. Stephen A. Williams/lw  
REPORT Al Lee - Marketing - Pontiac Service Center Staff Attorney  
File Law Department

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

January 30, 1968

Irvine Homes Builders  
16021 W. McNichols  
Detroit, Michigan 48235

Re: Bedford Villas Subdivision No. 4  
Webster and Pierce  
City of Southfield - 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 \$2003.05 based on 5723 estimated 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 December 6, 1967. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

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

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.

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

Very truly yours,  
*Floyd W. Sell*  
Floyd W. Sell  
Asst. Division Manager

ACCEPTED

*Irvine Homes Builders*  
*Irvine, Sell*

Date: Feb 6, 1968

RECORDS CENTER
RECEIVED MAR 25 1968
10:00 AM
1000

RECORDED RIGHT OF WAY NO. 24973

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 5th day of March, 1968,  
between IRVINE HOME BUILDERS, INC., a Michigan Corporation,  
16021 W. McNichols, Detroit, 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 City of Southfield,  
Oakland County, Michigan, as described in Appendix "A", which is attached hereto,  
and made a part hereof; and known as "BEEFORD VILLAS SUBDIVISION NO. 4"

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plot 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. Lots \_\_\_\_\_ are to receive overhead communication and electric service. Easements in Lots receiving overhead electric and communication service namely \_\_\_\_\_ shall have underground lines installed for service to other lots in said proposed subdivision ~~and shall be subject to the following restrictions numbered \_\_\_\_\_.~~

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 execute a separate instrument prior to utility installations granting private easements for public utilities and declaring 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 communi-

*Southfield Twp*  
*Sec. 12*  
*SW 1/4 of; Beeford Villas Sub. #4*  
*- 4 -*

RECORDED RIGHT OF WAY NO. 24973

ation lines. Sewer lines may cross but may not be installed 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 properly lot lines before and after 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 therefore. 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 of 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.

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, 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 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 overroads.

7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the

RECORDED FILED OF MAY NO. 249 73