

May 8, 1968

Steven Richard Building Company
18304 W. McMichels Road
Detroit, Michigan 48219

Re: Twynkingham Village Subdivision
Lahser Road and Ivanhoe Lane
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 \$978.55 based on 2773 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 March 21, 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,

Robert J. Huey

Robert J. Huey
General Foreman
Customers Service

ACCEPTED

Maurice W. Lok

MAURICE W. LOK

Date: MAY 10, 1968

| | |
|----------------|------------|
| RECORDS CENTER | |
| RECEIVED | OCT 2 1968 |
| NUMBER MADE | |
| CLASSIFIED | |

RECORDED RIGHT OF WAY NO. 25312

SUBDIVISIONS
(PLATTED)

AGREEMENT

THIS AGREEMENT, made this 31st day of July, 1968,
between STEVEN RICHARD BUILDING COMPANY, A Michigan Corporation,
18304 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, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER has developed land in the City of Southfield,
County of Oakland, State of Michigan, described as: "TWYCKINGHAM VILLAGE
SUBDIVISION" a subdivision of part of the N.E. 1/2 of Section 16, T1N, R10E,
City of Southfield, Oakland County, Michigan, as recorded in Liber 124, Pages
2 & 3, Oakland County Records.

WHEREAS, DEVELOPER has submitted the plat of a subdivision to EDISON and BELL for their respective approvals of private easements for public utilities described thereon and desires that EDISON and BELL install their lines underground (except necessary cable poles and above ground facilities necessary to such underground installations, and except existing overhead lines) for communication and single phase electric service in said easements, ~~except for~~

~~which are to be installed and maintained by the utility companies.~~

Easements in, over, and under the subdivision
shall have underground lines installed for service beyond said lots.

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 record, prior to utility installation, the plat of subdivision with private easements for public utilities, including streetlight cables acceptable to EDISON and BELL, and/or record a separate instrument granting any additional private easements for public utilities deemed necessary by EDISON and BELL.

2. To execute a restriction agreement containing language satisfactory to EDISON and BELL for their underground installations.

Steven Richard Building Co. Inc. 16 NE 1/4 of Sec. 16, T1N, R10E, S. 16, 1968

RECORDED RIGHT OF WAY NO. 25362

with RHW-USE insulation or with cross-linked polyethylene insulation. EDISON shall maintain the owners li... leading to the residences, provided, however, that should the electric service conductors of the owners or the lines of BELL be damaged by acts of negligence on the part of the owners or 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.

7. The grade established by the undersigned in accordance with local governmental regulations 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.

8. Property owners 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 the property owner of any of the foregoing restrictions pertaining to utility underground installations.

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.

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 3rd day of September, 1968.

DOCUMENT PREPARED BY
MELFORD HARTMAN
21000 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

IN THE PRESENCE OF:

STEVEN RICHARD BUILDING COMPANY,
A Michigan Corporation
18302 W. McNichols, Detroit, Michigan

Jerome Wolok
Jerome Wolok

BY: Robert Wolok
Robert Wolok, President

Jerome Wolok
Jerome Wolok
Melford Hartman
Melford Hartman

BY: Morris Wolok
Morris Wolok, Secretary

LEWIS AND ROTH LAND COMPANY,
A Michigan Corporation
24361 Greenfield, Stratford Building
Southfield, Michigan 48075

Ida Orman
Ida Orman

BY: George Lewis
George Lewis, President

Morris Wolok
Morris Wolok

BY: George Roth
George Roth, Secretary

~~CONCRETE WORK ANAVAS ACHIM,
A Michigan Corporation
18902 Selma Road, Detroit, Michigan~~

BY: [Signature]

~~28525 Lebaen Rd., Southfield, Michigan~~

Harrell C. Phillips
Harrell C. Phillips

Woodrow W. Nelson
Woodrow W. Nelson

Eloise C. Gardulski
Eloise C. Gardulski

Joan R. Nelson
Joan R. Nelson, his wife
25100 Southfield Rd., Southfield, Mich.

~~28525 Lebaen Rd., Southfield, Michigan~~

~~28525 Lebaen Rd., Southfield, Michigan~~

RECORDED RIGHT OF WAY NO. 86312

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

On this 3rd day of September, 1968, before me appeared ROBERT WOLOK and MORRIS WOLOK to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of STEVEN RICHARD BUILDING 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: Aug 31, 1969

Jerome Wolok
Notary Public, Jerome Wolok
Wayne Co., Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF Wayne)

On this 3rd day of September, 1968, before me appeared GEORGE LEWIS and GEORGE ROTH to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of LEWIS AND ROTH LAND 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Company.

* My Commission expires: Aug 31, 1969

Jerome Wolok
Notary Public, Jerome Wolok
Wayne Co., Michigan

~~STATE OF MICHIGAN)
)
COUNTY OF _____)~~

~~On this _____ day of _____, 1968, before me appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are respectively _____ and _____ of CONGREGATION AHAVAS ACHIM, a Michigan Eleemosynary Corporation, 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 _____ and _____ acknowledged the said instrument to be the free act and deed of the said Corporation.~~

~~My Commission expires: _____
Notary Public~~

RECORDED RIGHT OF WAY NO. 25312

STATE OF MICHIGAN }
COUNTY OF _____ } SS

LIBER 5261 PAGE 519

On this _____ day of _____, 19 68, before me,
the subscriber, a Notary Public in and for said County, personally appeared

~~JAMES W. GREGORY and CLARA A. GREGORY HIS 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: _____
Notary Public

STATE OF MICHIGAN }
COUNTY OF OAKLAND } SS

On this 5TH day of September, 19 68, before me,

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

WOODROW W. NELSON and JOAN R. NELSON, his 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: August 14, 1971

Therrell C. Phillips
Notary Public

STATE OF MICHIGAN }
COUNTY OF _____ } SS

On this _____ day of _____, 19 68, before me,
the subscriber, a Notary Public in and for said County, personally appeared

RAYMOND B. SLESINSKI and MARGARET A. SLESINSKI, his 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: _____
Notary Public

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

RECORDED RIGHT OF WAY NO. 2534

Liber 5387
Page 175 + 176

25312

PROJECT NAME:

Twyckingham Village Subdivision

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned owners and parties having interest in lands herein described grant to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of New York and Michigan, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, easements for their underground lines for the transmission and distribution of electricity and communication services, including the necessary above ground transformers, secondary connection pedestals, communication facilities, cable poles and equipment under, across, and upon the following described land in the City of Southfield, County of Oakland, State of Michigan, described as:

Lot 37, the West 6 feet.

Located in Twyckingham Village, a subdivision of part of the N.E. ¼ of Section 16, T1N, R10E, City of Southfield, Oakland County, Michigan, according to the plat thereof as recorded in Liber 124, Pages 2 and 3 of Oakland County Plat Records.

These easements shall be subject to all restrictions dated September 3, 1968, pertaining to underground electric and communication services for the aforementioned subdivision. Signed and sealed this 22nd day of May, 1969.

IN THE PRESENCE OF:

STEVEN RICHARD BUILDING COMPANY
A Michigan Corporation
18302 W. McNichols
Detroit, Michigan

Ila Arman

BY: [Signature]
Robert Wolok, President

Marcia Wolok

BY: [Signature]
Morris Wolok, Secretary

LEWIS AND ROTH LAND COMPANY
A Michigan Corporation
24361 Greenfield, Stratford Building
Southfield, Michigan 48075

Celia Busch

BY: [Signature]
George Lewis, President

Marguerite B. Harris

BY: [Signature]
George Roth, Secretary

RECORDED RIGHT OF WAY NO.

25312

SUBJECT NAME:

Twyckingham Village

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned owners and parties having interest in lands herein described grant to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of New York and Michigan, with offices at 2000 Second Avenue, Detroit, Michigan, 48226, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, easements for their underground lines for the transmission and distribution of electricity and communication services, including the necessary above ground transformers, secondary connection pedestals, communication facilities, cable poles and equipment under, across, and upon the following described land in the City of Southfield, County of Oakland, State of Michigan, described as:

Lot 3, the West 6 feet.

Located in Twyckingham Village, a subdivision of part of the N.E. ¼ of Section 16, T1N, R10E, City of Southfield, Oakland County, Michigan, according to the plat thereof as recorded in Liber 124, Pages 2 and 3 of Oakland County Plat Records.

These easements shall be subject to all restrictions dated 9-3-68 (~~to be recorded~~) pertaining to underground electric and communication services for the aforementioned subdivision. Signed and sealed this 11th day of October, 1968.

IN THE PRESENCE OF:

STEVEN RICHARD BUILDING COMPANY
A Michigan Corporation
18302 W. McNichols
Detroit, Michigan

Ida Orman

Ida Orman

Philip Helfman

Philip Helfman

BY: Robert Wolok
Robert Wolok, President

BY: Morris Wolok
Morris Wolok, Secretary

LEWIS AND ROTH LAND COMPANY,
A Michigan Corporation
24361 Greenfield, Stratford Building
Southfield, Michigan

Philip Helfman

Philip Helfman

Celia Busch

Celia Busch

BY: George Lewis
George Lewis, President

BY: George Roth
George Roth, Secretary

RECORDED RIGHT OF WAY NO. 25312

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

On this 11th day of October, 1968, before me appeared ROBERT WOLOK and MORRIS WOLOK to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of STEVEN RICHARD BUILDING 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: July 26, 1970

Celia Busch
Notary Public

Wayne County, Mich.
Acting in Oakland County

STATE OF MICHIGAN)
COUNTY OF Oakland)SS

On this 11th day of October, 1968, before me appeared GEORGE LEWIS and GEORGE ROTH to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of LEWIS AND ROTH LAND 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: July 26, 1970

Celia Busch
Notary Public

Wayne County, Mich.
Acting in Oakland County

DOCUMENT PREPARED BY
MELFORD HARTMAN
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 16312

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 22nd day of May, 1969, before me appeared ROBERT WOLOK and MORRIS WOLOK to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of STEVEN RICHARD BUILDING 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: Aug 31, 1969

Jerome Wolok
Notary Public

Wayne County, Michigan

STATE OF MICHIGAN
COUNTY OF OAKLAND

On this 21st day of May, 1969, before me appeared GEORGE LEWIS and GEORGE ROTH to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of LEWIS AND ROTH LAND 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 PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: JULY 26, 1970

Colia Busch
Notary Public

Wayne County, Michigan
Acting in Oakland County

RECORDED RIGHT OF WAY NO. 25362

SUBDIVISIONS
(Platted)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the City of Southfield, County of Oakland, State of Michigan, described as: "TWYCKINGHAM VILLAGE SUBDIVISION" a subdivision of part of the N.E. 1/4 of Section 16, T1N, R10E, City of Southfield, Oakland County, Michigan, as recorded in Liber 124, Pages 2 & 3, Oakland County Records.

desire(s) to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth;

AND, WHEREAS, it is the intent and purpose of the (party)(parties) hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 1 through 39 and to have a substantial part of the electric power distribution lines placed underground, (except necessary cable pole(s), existing overhead lines, transformers, secondary connection pedestals or switching cabinets) to supply single phase service, to serve Lots 1 THROUGH 39

~~and shall not be subject to the restrictions contained herein, except that the public utilities shall have the right to trim or remove trees which interfere with the user of the easements in said Lots, and except easements in Lots receiving electric or communication service overhead, namely~~

~~shall have underground lines installed therein for service to other lots in said subdivision and shall be subject to the following restrictions numbered~~

RECORDED RIGHT OF WAY NO. 25312

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

1. Private easements for public utilities have been granted on the above described plat.

2. For the purpose of these Restrictions, "EDISON" shall mean THE DETROIT EDISON COMPANY and "BELL" shall mean MICHIGAN BELL TELEPHONE COMPANY.

3. 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 used by EDISON and BELL. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of EDISON and BELL; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements used by EDISON and BELL. 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 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 and BELL, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any public utility easement of the subdivision.

4. 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.

5. The original or subsequent owners of Lots 1 thru 39

in this subdivision shall own and install underground, at their own expense, the single phase electric service conductors lying between the residences and the transformer of service connection pedestals located in said easements.

6. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least

3. 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 or communication lines in easements so that sewer connections can be made, without undermining electrical system or communication lines. Sewer, water and gas lines may cross but may not be installed within the six (6') foot easements used for electric and communication utility facilities.

4. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that said lines 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.

5. To place survey stakes indicating property lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities including lines, transformers and pedestals.

6. 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 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 or 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.

7. 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 trench in accordance with 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 hard or frozen

RECORDED RIGHT OF WAY NO. 23312

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. EDISON shall maintain the owners lines leading to the residences, provided, however, that should the electric service conductors of the owners or the lines of BELL be damaged by acts of negligence on the part of the owners or 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.

7. The grade established by the undersigned in accordance with local governmental regulations 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.

8. Property owners 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 the property owner of any of the foregoing restrictions pertaining to utility underground installations.

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.

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 3rd day of September, 19 68.

DOCUMENT PREPARED BY
MELFORD HARTMAN
23500 NORTHWESTERN HWY.
SOUTHFIELD, MICHIGAN

IN THE PRESENCE OF:

Jerome Wolok
Jerome Wolok

Jerome Wolok
Jerome Wolok
Melford Hartman
Melford Hartman

Jerome Wolok
Jerome Wolok

Jerome Wolok
Ida Orman
Ida Orman

Harrell C. Phillips
Harrell C. Phillips

Eloise C. Gardulski
Eloise C. Gardulski

STEVEN RICHARD BUILDING COMPANY,
A Michigan Corporation
18302 W. McNichols, Detroit, Michigan

BY: Robert Wolok
Robert Wolok, President

BY: Morris Wolok
Morris Wolok, Secretary

LEWIS AND ROTH LAND COMPANY,
A Michigan Corporation
24361 Greenfield, Stratford Building
Southfield, Michigan 48075

BY: George Lewis
George Lewis, President

BY: George Roth
George Roth, Secretary

~~CONCRETE CONSTRUCTION COMPANY,
A Michigan Corporation
19000 Greenfield Road, Detroit, Michigan~~

BY: _____

BY: _____

~~Ida Orman~~

~~Gregory, his wife
28605 Lehigh Rd., Southfield, Michigan~~

Woodrow W. Nelson
Woodrow W. Nelson

Jean R. Nelson
Joan R. Nelson, his wife
25100 Southfield Rd., Southfield, Mich.

~~Gregory, his wife~~

~~Gregory, his wife
28605 Lehigh Rd., Southfield, Michigan~~

RECORDED RIGHT OF WAY NO. 25372

STATE OF MICHIGAN)
COUNTY OF _____)SS

On this _____ day of _____, 19 68, before me,
the subscriber, a Notary Public in and for said County, personally appeared

JAMES W. GREGORY and CLARA A. GREGORY, his 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: _____
Notary Public

STATE OF MICHIGAN)
COUNTY OF DEKLAND)SS

On this 5TH day of September, 19 68, before me,
the subscriber, a Notary Public in and for said County, personally appeared

WOODROW W. NELSON and JOAN R. NELSON, his 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: August 14, 1971 Harrell C. Phillips
Notary Public

STATE OF MICHIGAN)
COUNTY OF _____)SS

On this _____ day of _____, 19 68 before me,
the subscriber, a Notary Public in and for said County, personally appeared

RAYMOND B. SLESINSKI and MARGARET A. SLESINSKI, his 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: _____
Notary Public

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

RECORDED RIGHT OF WAY NO. 25312

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.

8. To pay all extra costs incurred by the utilities if paving is done before cable or conduit crossings are in place.

9. In the event electric service conductors to residences are furnished and installed by DEVELOPER, between the transformers or service connection pedestals and the residences, the DEVELOPER shall install 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. Services to be installed 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 own expense, (except costs and expenses set forth in Paragraphs numbered 6, 7, 8 and 9 above), all electric and telephone communication facilities in the private easements for public utilities located in the lands described ~~in Appendix~~ ~~MAN~~ 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. 6 above.

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

In the Presence of:

Jerome Wolok
JEROME WOLOK
IOA CRMAN
IOA CRMAN

STEVEN RICHARD BUILDING COMPANY,
A Michigan Corporation

BY: Robert Wolok
Robert Wolok, President

BY: Morris Wolok
Morris Wolok, Secretary

RECORDED RIGHT OF WAY NO. 25512

DOCUMENT PREPARED BY
MELFORD HAPIMAN
3800 N. WESTERN HWY.
SOUTHFIELD, MICHIGAN

STATE OF MICHIGAN)
 SS
COUNTY OF Wayne)

On this 31st day of July, 1968, before me appeared ROBERT WOŁOK and MORRIS WOŁOK to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of STEVEN RICHARD BUILDING 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 ROBERT WOŁOK and MORRIS WOŁOK acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: August 31, 1969

Jerome Wolok
Notary Public JEROME WOŁOK

Steven Richard Building Co., Mich.

RECORDED RIGHT OF WAY NO. 35312

In the Presence of:

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kafa
IRENE C. KAFA

Barbara D'Agostino
BARBARA D' AGOSTINO

Carol A. Moore
GAROL A. MOORE

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 ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

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

RECORDED RIGHT OF WAY NO. 25312

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 25th day of September, 19 68, before me, the
subscriber, a Notary Public in and for said County, personally appeared

R. O. Duke and Lillian J.H. Carroll

to me personally known, who being by me duly sworn, did say that they are
the Director of Way Dept. ^{Properties & Rights} and an Assistant Secretary

of THE DETROIT EDISON COMPANY, a New York Corporation, 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 R. O. Duke

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 27th day of Aug, 19 68, 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: _____

Donald J. Masta
Notary Public

DONALD J. MASTA NOTARY PUBLIC
HILLSDALE COUNTY, MICHIGAN
RESIDING IN OAKLAND COUNTY
MY COMMISSION EXPIRES MAR. 15, 1971

_____, Michigan

RECORDED RIGHT OF WAY NO. 15318

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

TO Art Lawrence 1901 Second Room 186

DATE 2-17-68

TIME _____

Re: Twyckingham Village, City of Southfield, Oakland County

Agreements and easements obtained by MBT. OK to proceed with
construction.

COPIES TO: R. H. Olsen 1901 Second Room 184
H. W. Prieba 728 G. O.
REPORT Al Lee, Marketing, PSC
file

SIGNED _____

Stephen A. McNamee
Stephen A. McNamee:lhd
Staff Attorney, Law Dept.

DATE RETURNED _____

TIME _____

SIGNED _____

SUBDIVISIONS
(Platted)

LIBER 5261 PAGE 514

25312

DECLARATION OF RESTRICTIONS

68 67433

16/10

WHEREAS, the undersigned, owners of land, and parties having an interest in land in the City of Southfield, County of Oakland, State of Michigan, described as: "TWYCKINGHAM VILLAGE SUBDIVISION" a subdivision of part of the N.E. 1/4 of Section 16, T1N, R10E, City of Southfield, Oakland County, Michigan, as recorded in Liber 124, Pages 2 & 3, Oakland County Records.

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
OCT 4 11 10 11

desire(s) to subject the said land to the restrictions, covenants, easements and charges as hereinafter set forth;

AND, WHEREAS, it is the intent and purpose of the (party)(parties) hereto to have communication lines installed underground (except necessary above ground communication facilities) to serve Lots 1 through 39 and to have a substantial part of the electric power distribution lines placed underground, (except necessary cable pole(s), existing overhead lines, transformers, secondary connection pedestals or switching cabinets) to supply single phase service, to serve Lots 1 THROUGH 39

~~shall not be subject to the restrictions contained herein, except that the public utilities shall have the right to trim or remove trees which interfere with the user of the easements in said Lots, and except easements in Lots receiving electric or communication service overhead, namely~~

~~shall have underground lines installed therein for service to other lots in said subdivision and shall be subject to the following restrictions numbered~~

RECORDED RIGHT OF WAY NO. 25312

7.00

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

1. Private easements for public utilities have been granted on the above described plat.

2. For the purpose of these Restrictions, "EDISON" shall mean THE DETROIT EDISON COMPANY and "BELL" shall mean MICHIGAN BELL TELEPHONE COMPANY.

3. 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 used by EDISON and BELL. Except as provided herein, the owners shall have the right to make any use of the land, subject to such easements, which is not inconsistent with the right of EDISON and BELL; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements used by EDISON and BELL. 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 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 and BELL, interferes with the facilities thereto or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any public utility easement of the subdivision.

4. 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.

5. The original or subsequent owners of Lots 1 thru 39

in this subdivision shall own and install underground, at their own expense, the single phase electric service conductors lying between the residences and the transformer of service connection pedestals located in said easements.

6. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least

RECORDED RIGHT OF WAY NO. 2536