

DECLARATION OF RESTRICTIONS

1210
76

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 ESTATES 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 127, Pages 29, 30, and 31 of Plats, Oakland County Records.

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTER OF DEEDS RECORDS
1969 SEP 19 PM 11 07
Lynn D. Allen
CLERK REGISTER OF DEEDS

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 22 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 thru 22

~~to be removed from overhead utility lines, 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 restrictions in this subdivision and shall~~

RECORDED RIGHT OF WAY NO. 25849

6.00

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 22

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 / 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. 25874

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~~ ~~MAP~~ 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:

Marion D. Moss
MARION D. MOSS
Ethel E. Raecke
ETHEL E. RAECKE

CARMAN HOMES, INC.,
A Michigan Corporation

BY: Abe Friedman
Abe Friedman, President

BY: Pearl Friedman
Pearl Friedman, Secretary

IN THE PRESENCE OF:

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

MICHIGAN BELL TELEPHONE COMPANY

Carol A. Moore
CAROL A. MOORE

Melford Hartman
MELFORD HARTMAN

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

STATE OF MICHIGAN)
COUNTY OF)

On this 3rd day of July, 1969, before me appeared ABE FRIEDMAN and PEARL FRIEDMAN to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of CARMAN HOMES, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directions and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said corporation.

My Commission expires: June 5, 1972

Leah M. Steiner
Notary Public
Oakland County, Mich.

RECORDED RIGHT OF WAY NO. 35849

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 5th day of September, 1969, 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, Prop. & R/W Dept. and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said
instrument is the corporate seal of the said corporation, and that said instrument
was signed in behalf of said corporation by authority of its Board of Directors
and R. Q. 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 2nd day of September, 1969, before me, the
subscriber, a Notary Public in and for said County, appeared CARL T. HALL
to me personally known, who being by me duly sworn, did say that he is Staff
Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan Corporation, and that the said instrument was signed in behalf of said
Corporation, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: _____

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

FILED RIGHT OF WAY NO. 38819

SUBDIVISIONS
(Platted)

4 25849

Liber 5416
Pg 465-469

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 ESTATES SUBDIVISION", a subdivision of part of the N.E. ¼ of Section 16, T1N, R10E, City of Southfield, Oakland County, Michigan, as recorded in Liber 127, Pages 29, 30, and 31 of Plats, 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 22 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 thru 22

~~are to be removed from overhead electric lines, 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 1 thru 9~~

RECORDED RIGHT OF WAY NO. 25849

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 22

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. 25849

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 July, 19 69.

DOCUMENT PREPARED BY:
MELFORD HARTMAN
2850 S. W. 117
SOUTHFIELD, MICH. 48075

RECORDED RIGHT OF WAY NO. 25849

IN THE PRESENCE OF:

CARMAN HOMES, INC.,
A Michigan Corporation
1232 S. Woodward Avenue
Royal Oak, Michigan 48057

Marion A. Moss

BY: Abe Friedman
Abe Friedman, President

Ethel E. Raccha

BY: Pearl Friedman
Pearl Friedman, Secretary

Ann Whitton

Woodrow W. Nelson
Woodrow W. Nelson

Joan R. Nelson

Joan R. Nelson
Joan R. Nelson, his wife
28467 Lathrup Blvd.
Lathrup Village, Michigan

CONGREGATION AHAVIS ACHIM,
A Michigan Eleemosynary Corporation
19190 Schaefer Road
Detroit, Michigan

Froja Marmalad
FROJA MARMALAD

BY: Manuel Feldman
Manuel Feldman, President

Gerald Kofler
GERALD KOFLER

BY: Kenneth Brown
Kenneth Brown, Secretary

RECORDED RIGHT OF WAY NO. 25819

STATE OF MICHIGAN)
COUNTY OF)

On this 3rd day of July, 1969, before me appeared ABE FRIEDMAN and PEARL FRIEDMAN to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of CARMAN HOMES, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said corporation.

My Commission expires: June 5, 1972 Leah M. Stein
Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland)

On this 7th day of July, 1969, 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 Harold C. Phillips
Notary Public
Oakland County, Mich.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 3rd day of JULY, 1969, before me appeared MANUEL FELDMAN and KENNETH BROWN to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of CONGREGATION AHAVIS ACHIM, a Michigan Eleemosynary 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: November 1, 1969 Larry L. Gottenberg
Notary Public LARRY L. GOTTENBERG
Oakland County, Mich.

RECORDED FIRST OF JAN. NO. 2549

Z - #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 July, 19 69.

DOCUMENT PREPARED BY:
MELFORD HARTMAN
29350 SOUTHFIELD ROAD
SOUTHFIELD, MICHIGAN 48075

PLEASE RETURN TO:
MICHIGAN BELL TELEPHONE CO.
MR. C. T. HALL, STAFF SUPV.
29350 SOUTHFIELD ROAD
SOUTHFIELD, MICHIGAN 48075

RECORDED INDEXED OR MAY NO. 25849

IN THE PRESENCE OF:

CARMAN HOMES, INC.,
A Michigan Corporation
1232 S. Woodward Avenue
Royal Oak, Michigan 48057

Marion D. Moss
MARION D. MOSS

BY: Abe Friedman
Abe Friedman, President

Ethel E. Raecke
ETHEL E. RAECKE

BY: Karl Friedman
Pearl Friedman, Secretary

Anne Wahlstrom
ANNE WAHLSTROM

Woodrow W. Nelson
Woodrow W. Nelson

Harrell C. Phillips
HARRELL C. PHILLIPS

Jean K. Nelson
Jean K. Nelson, his wife
28467 Lathrup Blvd.
Lathrup Village, Michigan

CONGREGATION AHAVIS ACHIM,
A Michigan Eleemosynary Corporation
19190 Schaefer Road
Detroit, Michigan

Freida Marmalad
FREIDA MARMALAD

BY: Manuel Feldman
Manuel Feldman, President

Gerald Keller
GERALD KELLER

BY: Kenneth Brown
Kenneth Brown, Secretary

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 3rd day of July, 1969, before me appeared ABE FRIEDMAN and PEARL FRIEDMAN to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of CARMAN HOMES, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said corporation.

My Commission expires: June 5 1972

Leah M. Stein
Notary Public
LEAH M. STEIN
Oakland County, Michigan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 3rd day of July, 1969, 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: July 1 1971

Barbara M. Phillips
Notary Public
Oakland County, Mich.

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 3rd day of JULY, 1969, before me appeared MANUEL FELDMAN and KENNETH BROWN to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of CONGREGATION AHAVIS ACHIM, a Michigan Eleemosynary 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: November 1, 1969

Larry L. Gottenberg
Notary Public LARRY L. GOTTENBERG
Oakland County, Mich.

RECORDED RIGHT OF WAY NO. 35849

Underground Service - Shamrock Apts.
VALUABLE LETTER RECEIPT

25848

DE FORM MS 154 4-68

DATE March 10 19 71

LETTER SPECIAL REGISTERED CERTIFIED

RECEIVED OF THE DETROIT EDISON COMPANY
S. McNamee, 226 G. O.

ADDRESS 2000 Second Ave., Detroit, Mich. 48226

TO FISCHER, FRANKLIN & FORD

ADDRESS 1700 Guardian Bldg., Detroit, Michigan 48226

RECEIVED BY MAIL SERVICE *[Signature]*

RECEIVED BY CONSIGNEE _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

March 10, 1971

Fischer, Franklin & Ford
1700 Guardian Building
Detroit, Michigan 48226

Re: Circuit Court Case
Civil Action 175858
M & R Construction Co. vs.
Stewart Oldford and Sons, Inc.
(Our File "Shamrock Apartments")

Gentlemen:

Enclosed is a Complaint filed in the above matter, together with our Easement Grant and Declaration of Restrictions and Agreement, taken in connection with the underground service to this project.

It would appear that this is the only interest we have in it.

Would you please file an Answer on behalf of The Detroit Edison Company to the Complaint.

Very truly yours,


Stephen A. McNamee
Senior Staff Attorney

SAMcN: lhd
Enclosures

RECORDED RIGHT OF WAY NO. 25141

RECEIVED

25844

OCT 8 AM 11 16

JAMES C. WETZEL

September 3, 1969

Carman Homes, Incorporated
1232 S. Woodward
Royal Oak, Michigan 48067

Attention: Mr. A. Friedman

Regarding: Twyckingham Estates
Lahser and Twelve Mile Roads
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 \$259.00 based on 740 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 April 17, 1969. Any changes in these locations may require an adjustment in the cost figures.

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,
Paul Cortes
Paul Cortes
Service Planner

ACCEPTED

Carman Homes, Inc.
Abe Friedman, Pres.
Date: 9-8-69

RECORDED RIGHT OF WAY NO. 25844

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

TO Art Lawrence
Engineering Coordinator Supervisor DATE 9-4-69 TIME _____
1: Second - Room 186
Re: Underground Service - Tryckingham Estates Subdivision
City of Southfield, Oakland County

Agreements and easements obtained by N.E.T.

OK to proceed with construction.

COPIES TO V. J. Andres - 724 G.O.
Paul Cortes - Pontiac Service Center
REPORT File

SIGNED Stephen A. McNamee
Stephen A. McNamee
Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

SUBDIVISIONS
(PLATTED)

AGREEMENT

THIS AGREEMENT, made this 3rd day of July, 1969,
between CARMAN HOMES, INC., a Michigan Corporation,
1232 S. Woodward Avenue, Royal Oak, Michigan 48057

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 ESTATES
SUBDIVISION", a subdivision of part of the N.E. ¼ of Section 16, T1N, R10E,
City of Southfield, Oakland County, Michigan, as recorded in Liber 127, Pages
29, 30, and 31 of Plats, 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 lots

~~which are to receive overhead electric and communication services.~~

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.