

SUBORDINATION OF MORTGAGE LIEN

WHEREAS, THE DETROIT EDISON COMPANY, a New York corporation, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, have acquired a certain Underground Line Permit dated 11-14-66 and recorded 12-30-66 in Liber 4980, Page 142-149, Oakland County Records, described as follows:

Part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, described as follows: Beginning at a point in the North Line of said Section 15 distant South 87°40'00" West, along said North Line 697.90 feet from the Northeast Corner of said Section 15; thence South 2°20'00" East, 697.90 feet to a point on the North Line of Interstate Highway 696; thence along said line South 78°17'30" West, 11.53 feet and South 49°50'29" West, 238.65 feet and South 67°37'29" West, 442.57 feet to a point on the North and South 1/8 Line (as occupied); thence along said Line North 2°17' West, 997.80 feet to a point on the North Line of said Section 15; thence along said Line North 87°40' East, 614.82 feet to the point of beginning, containing 12.3175 acres. Subject to the rights of the public in that portion of the property lying within 12 Mile Road.

AND WHEREAS, the BANK OF THE COMMONWEALTH is the mortgagee of a certain mortgage dated 6-29-66 and recorded 7-15-66 in Liber 4911, Page 855, Oakland County Records, Oakland County, Michigan.

NOW THEREFORE, in payment of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns, agrees that if said mortgage is in default and said land is sold to satisfy same the purchaser or purchasers under such sale shall take said land subject to said Underground Line Permit.

IN WITNESS WHEREOF, these presents have been executed on this Third day of February A.D. 19 67.

In the Presence of:

Evelyn Markovich  
Evelyn Markovich  
Verna Becker  
Verna Becker

BANK OF THE COMMONWEALTH  
Dime Building, Detroit, Michigan

By J.L. Lafler  
J.L. Lafler, Assistant Vice President  
By Clifford W. Johnson  
Clifford W. Johnson, Assistant Cashier

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) SS.

On this Third day of February in the year One Thousand Nine Hundred Sixty-Seven before me, the subscriber, a Notary Public in and for said County, personally appeared J.L. Lafler and Clifford W. Johnson, to me personally known, who being by me duly sworn did say that they are the Assistant Vice President and Assistant Cashier of the BANK OF THE COMMONWEALTH A Michigan Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and J.L. Lafler and Clifford W. Johnson acknowledged said instrument to be the free act and deed of said corporation.

RECORDED RIGHT OF WAY NO. 34100

Eleanor D. Dompierre  
Eleanor D. Dompierre  
Notary Public, Wayne County,  
Michigan

My commission expires \_\_\_\_\_

Prepared by: J. V. Strouse  
2000 Second Avenue  
Detroit, Michigan 48226

ELEANOR D. DOMPIERRE  
Notary Public, Wayne County, Mich.  
My Commission Expires Feb. 15, 1969

1967 FEB 15 PM 3  
RECORDED  
MICHIGAN  
DEPT. OF STATE  
CLERK-RECORDS & ADMIN.

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

1-9  
15

MODIFICATION OF EASEMENTS

THIS INSTRUMENT made by the undersigned this 25 day of September, 1968.

WHEREAS an Easement Grant and Declaration of Restrictions for a parcel of land hereinafter described, dated November 14, 1966 and recorded December 30, 1966 in Liber 4980, pages 142-148, Oakland County Records, Michigan, said land being in the Township of Farmington, County of Oakland, State of Michigan described as:

Part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, described as follows:

Beginning at a point in the north line of said Section 15 distant South 87 degrees 40 minutes 00 seconds West, along said North line 697.90 feet from the Northeast corner of said Section 15; thence South 2 degrees 20 minutes 00 seconds East, 697.90 feet to a point on the north line of Interstate Highway 696; thence along said line South 78 degrees 17 minutes 30 seconds West, 11.53 feet and south 49 degrees 50 minutes 29 seconds West, 238.65 feet and South 67 degrees 37 minutes 29 seconds West, 442.57 feet to a point on the north and south 1/8 line (as occupied); thence along said line North 2 degrees 17 minutes West, 997.80 feet to a point on the north line of said Section 15; thence along said line North 87 degrees 40 minutes East, 614.82 feet to the point of beginning, containing 12.3175 acres. Subject to the rights of the public in that portion of the property lying within 12 Mile Road.

AND WHEREAS, certain relocations, corrections and modifications of the easements hereinabove recorded were necessary to properly service the buildings on said land.

NOW, THEREFORE, the easements set forth in the recorded easement above described, are hereby relocated, corrected and modified as indicated on drawing No. OU2-4-1736 Revision "D" which is attached hereto and made a part hereof.

Said easements as relocated, corrected and modified and the covenants and restrictions herein above stated, shall and do remain in full force and effect and shall be binding upon the grantors, their heirs, administrators, personal representatives and assigns.

In the Presence of:

*Betty S. Lind*  
BETTY S. LIND

*Meri Lynn Sharp*  
MERI LYNN SHARP

WITNESSES

RECORDED  
MICHIGAN  
RECORDS

*Donald S. Sucher*  
Donald S. Sucher

810 LIMERNOIS  
FERNDALE, Mich.

RECORDED RIGHT OF WAY NO. 24100

10



AGREEMENT

19/15

THIS AGREEMENT, made this 11 day of NOVEMBER, 19 66,  
 between DONALD S. SUCHER, SHIRLEY SUCHER, his wife; GERALD J. SUCHER, JEAN E. SUCHER,  
his wife; IRENE BADER and SHIRLEY COHEN of 810 Livernois, Ferndale, Michigan, 48220,  
 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".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as \_\_\_\_\_  
"Echo Valley Apartments" on land in the Township of Farmington,  
 County of Oakland, State of Michigan, as described in Appendix "A", which is  
 attached hereto and made a part hereof, and

WHEREAS, DEVELOPER desires EDISON and BELL to install their facilities for  
 underground single phase electric service and communication services including  
 necessary cable poles and above ground equipment.

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 installations a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.
2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.
3. To place survey stakes indicating property lines and building plot lines before and after trenching to enable the utilities to properly locate their underground facilities and above ground equipment.

*John D. Murphy*  
 JOHN D. MURPHY  
 CLERK-REGISTRAR OF DEEDS

NOV 25 11 11

RECORDED  
 REGISTER OF DEEDS REG. 11

700

RECORDED RIGHT OF WAY NO. 27100

4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines may cross but may not be installed within the easements used for electric and communication lines.

5. 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 provided to EDISON and BELL, and to <sup>provide</sup> trench at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. ~~To locate the trenches in the easements and to backfill in accordance with specifications of the utilities.~~ The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.

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

8. At DEVELOPER's expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. DEVELOPER further agrees that if, subsequent to the installation of the utility's facilities by EDISON and BELL, it is necessary to repair, move modify, rearrange or relocate any of the utility facilities to conform to a new plot plan or change of grade made by the DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction during the period in which the DEVELOPER is the owner of the land, or because of the DEVELOPER's action or request, it 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.

## 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 5, 7, 8 and 9), their electric and telephone communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DEVELOPER or their contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or their successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or their successors or assigns upon receiving a statement therefor.

2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

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:

Barry Yahr  
BARRY YAHR  
Deilyn L. Grant  
DEILYN L. GRANT

Donald S. Sucher  
Donald S. Sucher  
Shirley Sucher  
Shirley Sucher  
Gerald J. Sucher  
Gerald J. Sucher, his wife  
Jean E. Sucher  
Jean E. Sucher, his wife  
Irene Bader  
Irene Bader  
Shirley Cohen  
Shirley Cohen

810 Livernois  
Ferndale, Michigan, 48220

THE DETROIT EDISON COMPANY

By: [Signature]

By: [Signature]

MICHIGAN BELL TELEPHONE COMPANY

By: [Signature]

By: CARL T. HALL  
CARL T. HALL  
STAFF SUPERVISOR

Stephen A. McNamee  
STEPHEN A. McNAMEE

Irene C. Kata  
IRENE C. KATA

Barbara D'Agostino  
BARBARA D'AGOSTINO

Dorinda Weiler  
DORINDA WEILER

RECORDED RIGHT OF WAY NO. 25110

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 14 day of NOVEMBER, 1966, before me the subscriber, a Notary Public in and for said County, appeared DONALD S. SUCHER, and SHIRLEY SUCHER, his wife; and GERALD J. SUCHER and JEAN E. SUCHER, his wife; to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Fredrich D Steinhardt  
FREDRICH D STEINHARDT  
My Commission Expires: OCT. 17, 1969 Notary Public, WAYNE County, Michigan

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 14 day of NOVEMBER, 1966, before me the subscriber, a Notary Public in and for said County, appeared IRENE BADER to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Fredrich D Steinhardt  
FREDRICH D STEINHARDT  
My Commission Expires: OCT. 17, 1969 Notary Public, WAYNE County, Michigan

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 14 day of NOVEMBER, 1966, before me the subscriber, a Notary Public in and for said County, appeared SHIRLEY COHEN, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Fredrich D Steinhardt  
FREDRICH D STEINHARDT  
My Commission Expires: OCT. 17, 1969 Notary Public, WAYNE County, Michigan

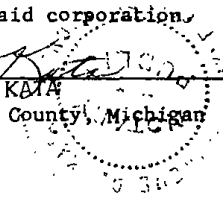
RECORDED RIGHT OF WAY NO. 29100

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 15th day of November, 1966, before me the subscriber,  
a Notary Public in and for said County, appeared M. Pease and  
Lillian J. H. Carroll, to me personally known, who being by me duly  
sworn did say they are ~~the~~ a Vice President 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 said corporation, and that said instrument  
was signed in behalf of said corporation, by authority of its Board of Directors,  
and M. Pease and Lillian J. H. Carroll  
acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: July 9, 1968

Irene C. KATA  
IRENE C. KATA  
Notary Public, Wayne County, Michigan



STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 17th day of November, 1966, 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 acknow-  
ledged said instrument to be the free act and deed of said corporation.

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

Frances J. Michaels

RECORDED RIGHT OF WAY NO. 24100



DESCRIPTION

APPENDIX "A"

"Echo Valley Apartments"

Part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, described as follows:

Beginning at a point in the north line of said Section 15 distant South 87 degrees 40 minutes 00 seconds West, along said North line 697.90 feet from the Northeast corner of said Section 15; thence South 2 degrees 20 minutes 00 seconds East, 697.90 feet to a point on the north line of Interstate Highway 696; thence along said line South 78 degrees 17 minutes 30 seconds West, 11.53 feet and South 49 degrees 50 minutes 29 seconds West, 238.65 feet and South 67 degrees 37 minutes 29 seconds West, 442.57 feet to a point on the north and south 1/8 line (as occupied); thence along said line North 2 degrees 17 minutes West, 997.80 feet to a point on the north line of said Section 15; thence along said line North 87 degrees 40 minutes East, 614.82 feet to the point of beginning, containing 12.3175 acres. Subject to the rights of the public in that portion of the property lying within 12 Mile Road.

PREPARED BY: Stephen A. McNamee  
2000 Second Avenue  
Detroit, Michigan, 48226

RETURN TO: HAROLD J. PINALES  
2000 SECOND AVENUE - RM. 226  
DETROIT, MICHIGAN 48226

RECEIVED  
RIGHT OF WAY NO. 24100

# Lawyers Title Insurance Corporation

Pontiac, Michigan  
September 6, 1966  
Re: Order No. P-848826-1

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan, 48226

Gentlemen:

From an examination only of the records of the Register of Deeds Office, Oakland County, Michigan, covering property described as follows: Part of the N.E.  $\frac{1}{4}$  of the N.E.  $\frac{1}{4}$  of Section 15, Town 1 North, Range 9 East, Farmington Township, Oakland County, Michigan, described as follows: Beginning at a point in the N. line of said Section 15 distant S. 87° 40' 00" W., along said N. line 697.90 feet from the N.E. corner of said Section 15; thence S. 2° 20' 00" E., 697.90 feet to a point on the N. line of Interstate Highway 696; thence along said line S. 78° 17' 30" W., 11.53 feet and S. 49° 50' 29" W., 238.65 feet and S. 67° 37' 29" W., 442.57 feet to a point on the N. and S. 1/8 line (as occupied); thence along said line N. 2° 17' W., 997.80 feet to a point on the N. line of said Section 15; thence along said line N. 87° 40' E., 614.82 feet to the point of beginning, containing 12.3175 acres. Subject to the rights of the public in that portion of the property lying within 12 Mile Road, and subject to Joint Right of Way granted to The Detroit Edison Company and the Michigan Bell Telephone Company as recorded April 23, 1958 in Liber 3825, Page 225, Oakland County Records.

It appears that the names of the last deed holders in the regular chain of title are as follows:

Harry Sucher and Helen Sucher, his wife, 2117 Dime Building, Detroit, Michigan, by Warranty Deed, dated January 23, 1951, recorded July 23, 1952, Liber 2891, Page 675.

Certified Copy of Certificate of Death of Harry F. Sucher, recorded July 14, 1958 Oakland County Register of Deeds Office, Liber 3849, Page 593, shows that he died November 5, 1957, in Detroit, Wayne County, Michigan.

Quit Claim Deed, Dated October 5, 1960, Recorded October 7, 1960, Liber 4120, Page 595, from Helen Sucher, as survivor of herself and Harry Sucher, whose death certificate is recorded in Liber 3849, Page 593, to Donald S. Sucher, Gerald J. Sucher, Irene Bader and Shirley Cohen, as tenants in common, whose respective street addresses are 17276 Bentler, Apt. 3, Detroit 19, 18404 Muirland, Detroit 21, 18232 Fairfield, Detroit 21, and 17114 Wildemere, Detroit 21, Michigan.

The following mortgage is undischarged at this date.

Mortgage, Consideration \$1,400,000.00, dated June 29, 1966, recorded July 15, 1966, Liber 4911, Page 855, from Donald S. Sucher and Shirley Sucher, his wife; Gerald J. Sucher and Jean Sucher, his wife; and Irene Bader and Shirley Cohen, to Bank of the Commonwealth, a Michigan banking corporation, having its principal office in the Dime Building, City of Detroit, State of Michigan.

(over)

RECORDED RIGHT OF WAY 24/00

P-848826-2

Under this form of search this Company is not an insurer of the above title nor does it guarantee the title or any evidence of title thereto.

Search made to September 1, 1966 at 7 A.M.

Yours respectfully,

ABSTRACT AND TITLE GUARANTY DIVISION OF  
LAWYERS TITLE INSURANCE CORPORATION

By *Charissa Cassel*  
Authorized Official

Lawyers Title Insurance Corporation

RECORDED RIGHT OF MAY NO. 24700

*Meri Lynn Sharp*  
 MERI LYNN SHARP

*Betty S. Lind*  
 BETTY S. LIND

*Meri Lynn Sharp*  
 MERI LYNN SHARP

*Betty S. Lind*  
 BETTY S. LIND

*Meri Lynn Sharp*  
 MERI LYNN SHARP

*Betty S. Lind*  
 BETTY S. LIND

*Meri Lynn Sharp*  
 MERI LYNN SHARP

*Betty S. Lind*  
 BETTY S. LIND

*Meri Lynn Sharp*  
 MERI LYNN SHARP

*Betty S. Lind*  
 BETTY S. LIND

*Shirley Sucher*  
 Shirley Sucher, his wife

*Gerald J. Sucher*  
 Gerald J. Sucher

*Jean E. Sucher*  
 Jean E. Sucher, his wife

*Irene Bader*  
 Irene Bader

*Shirley Cohen*  
 Shirley Cohen

810 Livernois  
 Ferndale, Michigan 48220

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF OAKLAND )

On this 25 day of September, 1968, before me the subscriber, a Notary Public in and for said County, appeared DONALD S. SUCHER and SHIRLEY SUCHER, his wife; and GERALD J. SUCHER and JEAN E. SUCHER, his wife; to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

*Meri Lynn Sharp*  
 Notary Public, Wayne County, Michigan

My Commission Expires: 2-28-71

STATE OF MICHIGAN )  
 ) SS.  
 COUNTY OF OAKLAND )

On this 25 day of September, 1968, before me the subscriber, a Notary Public in and for said County, appeared IRENE BADER to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

*Meri Lynn Sharp*  
 Notary Public, Wayne County, Michigan  
 MERI LYNN SHARP

My Commission Expires: 8-28-71

RECORDED RIGHT OF WAY NO. 24100

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 25 day of September, 1968, before me the subscriber, a Notary Public in and for said County, appeared SHIRLEY COHEN to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Meri Lynn Sharp

Notary Public, Wayne County, Michigan

My Commission Expires: 8-28-71

MERIE LYNN SHARP

PREPARED BY: Stephen A. McNamee  
2000 Second Avenue  
Detroit, Michigan 48226

RETURN TO: HAROLD J. PINALES  
2000 SECOND AVENUE - RM. 226  
DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO. 24100

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

TO: Mr. Stone - 1901 Second - Rm. 186 DATE 11-15-66 TIME \_\_\_\_\_

RE: Unit Group Service - Echo Valley Apartments - Farmington Twp. - Oakland County - Michigan

Agreement and Easements received. OK to proceed with construction.

NOTE to C. Bender - Enclosed are signed trenching letters.

COPIES TO: B. Olson - 1901 Second - Rm. 186  
W. T. Shively - 714 G. O.  
REPORT: H. W. Priebe - 728 G.O.  
C. Bender - Sales - Pontiac S. O.  
File

SIGNED: *Stephen A. McNamee*  
Stephen A. McNamee; vbi  
Staff Attorney  
Law Department

DATE RETURNED: \_\_\_\_\_ TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 24100

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

**November 21, 1966**

**Mr. Donald S. Sucher**  
810 Livermois  
Ferndale, Michigan, 48220

**Re: Echo Valley Apartments**

**Dear Sir:**

**Enclosed is a fully executed copy of the Agreement dated November 14, 1966, for the underground electric and communication services to the above named project.**

**Very truly yours,**

  
**Stephen A. McNamee**  
**Staff Attorney**

**:vbf**

**Enclosure**

RECORDED ENCL. ON MAY 10, 1967  
4100

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

December 21, 1966

Mr. Donald S. Sucher  
810 Livernois  
Ferndale, Michigan, 48220

Re: Echo Valley Apartments

Dear Sir:

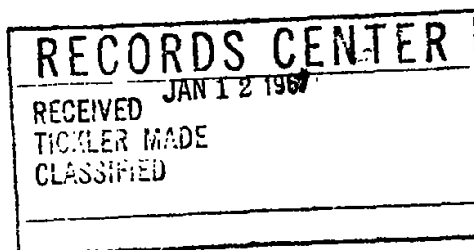
Enclosed is a copy of the "as installed" drawing  
No. OUZ-4-1736, Revision B, for our installation in the above  
project.

Very truly yours,

*Stephen A. McNamee*  
Stephen A. McNamee  
Staff Attorney

:vbf

Enclosure



RECORDED IN SET OF MAP NO. 2400



APARTMENTS

Name of Project:  
"Echo Valley Apartments"

14  
15

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

THE UNDERSIGNED, hereinafter called "GRANTOR", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to 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", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable pole(s), and other utility facilities, in, under, over, upon and across an area six (6') feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. 042-4-1736, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the Township of Farmington, County of Oakland, State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

These covenants are granted subject to the following conditions and restrictions:

1. It is understood and agreed that the title to all primary and secondary electric cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.

2. EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities described above.

3. No excavations (except for public utility purposes), no structures, apparatus of any kind (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

RECORDED IN BOOK OF TAX NO. 24100

800

RETURN TO  
A. J. MCGRAW  
The  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

the Grantors shall have the right to make any other use of the land subject to such easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements hereinabove described.

4. No shrubs or foliage shall be permitted on Grantor's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall shrubs or foliage be permitted within five (5') feet of service connection pedestals.

5. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.

7. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities interferes with the facilities already installed or which may be installed in the future.

8. The foregoing easements, restrictions and covenants shall run 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, administrators, executors, personal representatives, successors and assigns of the parties hereto.

9. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.

10. Invalidation of any of these covenants or restrictions 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 Grantor(s) have set their hands and seals on this

14 day of NOVEMBER, 1966.

RECORDED RIGHT OF WAY NO. 29100

In the Presence of:

Mary Yaker  
MARY YAKER  
Jerilyn L. Grant  
JERILYN L. GRANT

Donald S. Sucher  
Donald S. Sucher  
Shirley Sucher  
Shirley Sucher, his wife  
Gerald J. Sucher  
Gerald J. Sucher  
Jean E. Sucher  
Jean E. Sucher, his wife  
Irene Bader  
Irene Bader  
Shirley Cohen  
Shirley Cohen

RECORDED IN MICHIGAN RECORDS  
1966 NOV 30 PM 2 25  
John D. Murphy  
NOTARY PUBLIC - REGISTER OF DEEDS

810 Livernois  
Ferndale, Michigan, 48220

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 14 day of NOVEMBER, 1966, before me the subscriber, a Notary Public in and for said County, appeared DONALD S. SUCHER and SHIRLEY SUCHER, his wife; and GERALD J. SUCHER and JEAN E. SUCHER, his wife; to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Frederick D. Steinhardt  
Frederick D. Steinhardt  
My Commission Expires: OCT 17, 1969 Notary Public, WAYNE County, Michigan

STATE OF MICHIGAN )  
                          ) SS.  
COUNTY OF OAKLAND )

On this 14 day of NOVEMBER, 1966, before me the subscriber, a Notary Public in and for said County, appeared IRENE BADER to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Frederick D. Steinhardt  
Frederick D. Steinhardt  
My Commission Expires: OCT. 17, 1969 Notary Public, WAYNE County, Michigan

RECORDED RIGHT OF MAY NO. 34100

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226