

AGREEMENT

THIS AGREEMENT made this 17th day of July, 1964
between EUGENE J. SCYPINSKI and SARAH SCYPINSKI, his wife, of 89 East Square Lake Road
Bloomfield Hills, Michigan, hereinafter referred to as "DEVELOPERS", and THE DETROIT
EDISON COMPANY, a New York corporation, with offices at 2000 Second Avenue, Detroit,
Michigan, hereinafter referred to as "EDISON".

WHEREAS, the DEVELOPERS are developing land in the Township of Brandon,
County of Oakland, State of Michigan, described as:

Brandon Meadows Subdivision, part of East 1/2 of the
Northeast 1/4 of Section 25, Town 5 North, Range 9 East,
Brandon Township, Oakland County, Michigan.

AND, WHEREAS, DEVELOPERS have submitted the plan of subdivision to EDISON for
approval of private easements for public utilities described thereon and DEVELOPERS desire
that EDISON install its electric distribution lines for electric underground, (except
necessary cable pole) single phase, 120/240 volt, three-wire, 60 cycle service in said
easements.

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

Responsibility of DEVELOPERS

1. Record prior to utility installation, the plat of subdivision with private
easements for public utilities acceptable to EDISON and record separate instrument
granting private easements for public utilities acceptable to EDISON.

2. Record restriction agreement to include requested language as to utilities
marked "Exhibit A", attached hereto and made a part hereof.

3. Install sanitary sewers when required by governmental authority and sewer
taps made three (3') feet beyond easement limits for each lot prior to installation of
electrical underground lines in easements so that sewer connections can be made without
undermining electrical system lines. Sewer lines may cross but may not be installed
within six (6') foot easements used for electrical and telephone utilities.

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

RECORDED IN... MAY 30. 22843

Sec 25; NE 1/4, E 1/2 of; - 1 -
Brandon Meadows Sub.

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

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

7. All trenching, backfilling and removal of trees or shrubbery required for installation of electric lines in private easements for public utilities shall be done at the expense of DEVELOPERS. Location of trenches in easements and manner of backfilling to be in accordance with specifications furnished by EDISON. The backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with all regulations of public authorities having jurisdiction over roads.

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

Responsibility of EDISON

Upon completion of the above requirements necessary for the installation of underground electrical distribution service, EDISON will furnish, install, own and maintain at its expense, (except costs and expenses set forth in Article 6 above) all cables in easements (except the service conductors), cable pole or poles, transformers, service connection pedestals and equipment located in the private easements for public utilities.

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

RECORDED
INDEXED
CITY OF RICHMOND
FILE NO. 22843

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

July 21, 1964

Mr. Eugene J. Scypinski
89 East Square Lake Road
Bloomfield Hills, Michigan

Re: Brandon Meadows Subdivision


Dear Mr. Scypinski:

Enclosed is a fully executed copy of the Agreement between you and The Detroit Edison Company for the underground service for the above described subdivision.

It is our understanding that when the plat for Brandon Meadows Subdivision has been recorded you will insert the Liber and Page of the recording of that plat in the Declaration of Restrictions and then record the Declaration of Restrictions.

I would appreciate it if you would give us the Liber and Page of the recording of the Declaration of Restrictions when this has been accomplished.

Very truly yours,


Stephen A. McNamee
Staff Attorney

SAMcN/bmc

Enclosure

RECORDED
INDEXED
MAY 20 1964
20813

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

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Very truly yours,

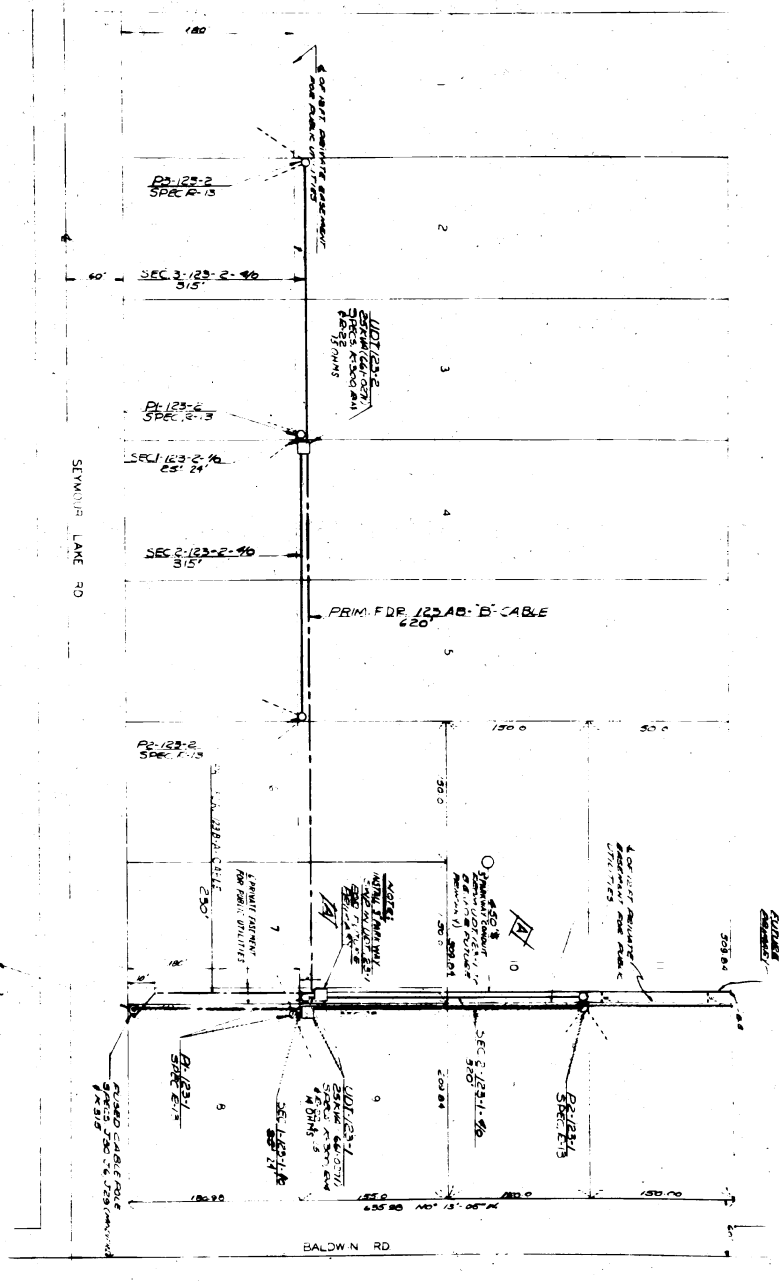

Stephen A. McNamee
Staff Attorney

SAMcN/bmc

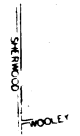
Enclosure

RECORDED & INDEXED
22843

NORTH
ARROW



UTILITY ADJUTANT
TO SHEET 1



OH BDN 25

NOTE:
SEE DRAWING AND RECORD FOR ALL CONSTRUCTION DETAILS.
ALL CABLES TO BE INSTALLED AS SHOWN.

12 INCH CABLE
PVC CONDUIT 12 INCH FOR 12-30W (850'S)
SECONDARY CABLE
NO. 12S W/ 600V FOR 12-30W (750'S)
NO. 12S W/ 600V FOR 12-30W (700'S)

PIKE ROAD
NO. 12S W/ 600V FOR 12-30W (750'S)
NO. 12S W/ 600V FOR 12-30W (700'S)
NO. 12S W/ 600V FOR 12-30W (750'S)

- CODE**
- 1 MOLE POLE
 - 2 TRANSFORMER
 - 3 SECONDARY CONNECTION DETAIL
 - 4 PRIMARY CABLE
 - 5 SECONDARY CABLE
 - 6 CABLEWAY DETAIL
 - 7 CABLEWAY DETAIL FOR FUTURE
 - 8 PRIMARY

U/D	SIZE	ED NO	DRWN	SEC
1/23/1	25XW	1231	25A	5000
1/23/2	25XW	1232	25A	5000

RECORDED RIGHT OF WAY NO

20243

DIST. C/LR. 20243
DIST. C/LR. 20243
DIST. C/LR. 20243

BRANDON W. DUNCAN
1111 S. C. 25
U.S. 25
BRANDON, TN 37033

DATE: 12/23/23
BY: [Signature]
PROJECT: [Project Name]

U.S. 25
U.S. 25
U.S. 25

11

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

In the Presence of:

Jamie M. Martin

Eugene J. Scypinski
Eugene J. Scypinski

Joseph L. Schubel

Sarah M. Scypinski
Sarah M. Scypinski

THE DETROIT EDISON COMPANY

Stephen A. McNamee

By: M. Pease
M. Pease Vice-President

Beatrice M. Cabrera

By: _____

RECORDED AT THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF MICHIGAN IN THE CITY OF DETROIT
22843

Declaration of Restrictions

WHEREAS, the undersigned, being owners of property in the Township of Brandon, County of Oakland, State of Michigan, described as:

Brandon Meadows Subdivision, part of East 1/2 of the Northeast 1/4 of Section 25, Town 5 North, Range 9 East, Brandon Township, Oakland County, Michigan, according to the Plat thereof recorded in Liber _____, Page _____, Oakland County Records.

desire 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 parties hereto to have telephone lines installed underground and to have electric power distribution lines placed underground to supply single-phase, 120/240 volt, three-wire, 60 cycle service, and to provide for certain rights and benefits to the utilities placing their lines underground.

NOW, THEREFORE, the undersigned hereby declare 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 plat of Brandon Meadows Subdivision.

2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the public utility easements of the subdivision. 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 the utilities; provided, however, that the owners shall not plant trees or large shrubs within the public utility easements. The public utilities shall have the right to trim or remove any trees, bushes, or other plants of any kind within said easements and also shall have the right to trim any trees, bushes, or other plants of any kind outside of said easements which, in the sole opinion of the utilities, interferes with the facilities thereto or is necessary for the installation, reinstallation, repair, maintenance or removal of their facilities in any public utility easement of the subdivision. The trimming or removal of such trees, shrubs or plants of any kind by a public utility for the purpose set forth above shall be without liability to that utility.

3. No shrubs or foliage shall be permitted on owners' property within five (5')

RECORDED RIGHT OF WAY NO. 22843

feet of the front doors of the transformers, nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

4. The original or subsequent owners of lots in this subdivision shall install underground, own, maintain and replace, at their own expense, the single phase electric service conductors lying between the transformers or service connection pedestals located in said easements and the residences erected on said lots.

5. The installation of all underground service conductors, type USE, shall be in compliance with the National Electrical Code for direct burial and consist of three service conductors at least 1/0 copper in size, type RHW, rubber insulated and neoprene jacketed.

6. All property owners in the subdivision to whom telephone service is now or hereafter furnished shall be responsible for furnishing, at no cost to the utility, the trenching and backfilling necessary for the installation, reinstallation, maintenance or repair of telephone facilities from the public utility easement to the residence as required by the utility. The property owners and not the utility shall be responsible for injury or damage to persons or property caused by the trenching, existence or backfilling of the trench.

7. The grade established by the Developers at the time the utilities place their underground facilities in the easements shall be considered final of finished grade.

No property owner shall make any change in such grade in or near easement 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 owner 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

RECORDED RIGHT OF WAY NO. 22843

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 parties hereto have set their hands and seals on this 13th day of July, 1964.

In the Presence of:

Arnold F. Scholz

Patricia E. Scholz

Arnold F. Scholz

Patricia E. Scholz

Arnold F. Scholz

Patricia E. Scholz

Arnold F. Scholz

Patricia E. Scholz

Therilyn Catterman

Darrell L. Hawley

Eugene J. Scypinski
Eugene J. Scypinski

Sarah M. Scypinski
Sarah M. Scypinski

89 E. Square Lake Rd., Bloomfield Hills, Mich.

Larry C. Engler
Larry C. Engler

Peggy A. Engler
Peggy A. Engler

1985 Kent Rd., Ortonville, Mich.

Kenneth E. Henderson
Kenneth E. Henderson

Marian J. Henderson
Marian J. Henderson

776 Fairledge, Lake Orion, Mich.

Martin O. Engler
Martin O. Engler

Marian M. Engler
Marian M. Engler

1400 Kent Rd., Ortonville, Mich.

FIRST FEDERAL SAVINGS AND LOAN
OF OAKLAND
761 W. Huron Street, Pontiac, Mich.

James M. Rahl
James M. Rahl

BY: James M. Rahl
JAMES M. RAHL

RECORDED - RIGHT OF WAY NO. 22843

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 13th day of July, 1964, before me the subscriber,
a Notary Public in and for said County, appeared EUGENE J. SCYPINSKI and SARAH M. SCYPINSKI,
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.

Jeanne M. Martin
Notary Public, Coakland County, Michigan

My Commission Expires Sept. 4, 1965

My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 13th day of July, 1964, before me the subscriber,
a Notary Public in and for said County, appeared LARRY C. ENSLER and PEGGY A. ENSLER,
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.

Jeanne M. Martin
Notary Public, Coakland County, Michigan

My Commission Expires Sept. 4, 1965

My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 13th day of July, 1964, before me the subscriber,
a Notary Public in and for said County appeared KENNETH E. HENDERSON and MARIAN J. HENDERSON,
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.

Jeanne M. Martin
Notary Public, Coakland County, Michigan

My Commission Expires Sept. 4, 1965

My Commission Expires: _____

EPSC

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 13th day of July, 1964, before me the subscriber, a Notary Public in and for said County, appeared MARTIN O. ENGLER and MARIAN M. ENGLER, 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.

Martin O. Engler
Notary Public, Calhoun County, Michigan

My Commission Expires: My Commission Expires Sept. 4, 1965

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 13th day of July, 1964, before me the subscriber, a Notary Public in and for said County, appeared JAMES CLARKSON and JAMES RAHL, to me personally known, who being by me duly sworn did say they are the PRESIDENT and VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN OF OAKLAND, A Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and JAMES CLARKSON and JAMES RAHL acknowledged said instrument to be the free act and deed of said corporation.

Marilyn Cottman
Marilyn Cottman
Notary Public, Oakland County, Michigan

My Commission Expires: Feb. 10, 1968

MEMORANDUM ORDER
FOR GENERAL USE
DT FORM 65 12-53

TO C. J. Bartholomew - 646 G. O. DATE 10-2-66 TIME _____

RE: Underground Service - Brandon Meadows Sub. - Twp. of Brandon
Oakland County, Michigan

Agreement has been executed and plat and restrictions are now of record.

It is now in order to proceed with construction.

COPIES TO I. A. Banyash - 1901 Second - Em. 184
W. Stone - 637 G. O.
REPORT W. T. Shively - 716 G. O.
H. W. Priebe - 728 G. O.
J. L. Law - 512 - P. E. G.
File.

SIGNED Stephen A. McNamee
Stephen A. McNamee/Asst
Staff Attorney
Legal Department

DATE RETURNED _____ TIME _____ SIGNED _____

RECORDED
RIGHT OF WAY
NO. 22843

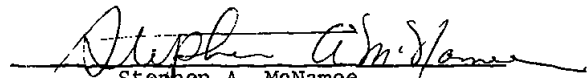
MEMORANDUM

October 5, 1964

Re: Brandon Meadows Subd'n.

On October 1, 1964, Mr. Al Lee, Pontiac Sales, called me and stated that Brandon Meadows Plat had been recorded in Liber 112, Pages 12 and 13, and that easements shown on the Plat coincided with the easements we requested. He also stated that the restrictions for this subdivision in accordance with our Exhibit A had been recorded in Liber 4361, Page 593-603, and that it was in order to release this job for construction.

Agreement has been sent to Records Center for file.


Stephen A. McNamee

/bmc

RECORDED FIRST OF MAY NO. 28843