

SUBDIVISIONS PLATTED

AGREEMENT - RESTRICTIONS

This instrument made this 20th day of September 19 77, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON" and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

A parcel of land has been subdivided in the _____ County _____ of _____, State of Michigan, described as:

"MILANO SUBDIVISION", Lots 1 through 7, inclusive, Part of the Northwest 1/4 of Section 4, Town 1 North, Range 13 East, City of Roseville, Macomb County, Michigan, as recorded in Liber 67 of Plats, Page 21, Macomb County Records.

And, WHEREAS EDISON and BELL will install their electric and communication facilities underground, except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of said underground utility services made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) In addition to the easements set forth in the plat, owners agree to grant by separate instrument, additional easements deemed necessary for electric and communication utilities.

(3) Owners will place survey stakes indicating property lot lines before trenching.

(4) Whereas, sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used for electric and communication facilities.

(5) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interfere with their facilities or when removal is necessary to repair and maintain their underground service facilities.

RETURN TO
DAVID R. WINFIELD
THE DETROIT EDISON COMPANY
76 S. GRATIOT
MT. CLEMENS, MICHIGAN 48043

RECORDED IN MACOMB COUNTY
RECORDS AT: 10:15a M.

OCT 21 1977

Edna
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO.

3/203

9

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions.

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) Owners further agree that if subsequent to the installation of the utility facilities of 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 or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities at the front or rear property lines to meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(11) Owners will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(12) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by ~~2.00~~^{2.05}. Where special routing is required, the charge of ~~2.00~~^{2.05} per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders issued, from time to time, by the Michigan Public Service Commission.

(13) EDISON will own and maintain the secondary service laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

This Agreement-Restrictions shall run with the land and 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 undersigned have set their hands and seals on the day and year first above written.

In the Presence of:

Mary Ann Klos
MARY ANN KLOS

J. Katherine Hayes
J. KATHERINE HAYES

Grace Cusmano
GRACE CUSMANO

Melford Hartman
MELFORD HARTMAN

By Robert R. Tewksbury
THE DETROIT EDISON COMPANY
ROBERT R. TEWKSBURY, DIRECTOR

By Irene C. Kata
IRENE C. KATA ASST. SECRETARY

By E. H. Shelton
MICHIGAN BELL TELEPHONE COMPANY
E. H. SHELTON
DIVISION STAFF ASSISTANT
(authorized signature)

RECORDED RIGHT OF WAY NO. 31203

[Handwritten scribbles]

RETURN TO
DAVID R. WINFIELD
THE DETROIT EDISON COMPANY
76 S. GRATIOT
MT. CLEMENS, MICHIGAN 48048

THAD BUILDING COMPANY,
A Michigan Corporation
3952 East 9 Mile Road
Warren, Michigan 48091

Witness: x Albert J. Howard
ALBERT J. HOWARD

Signed: x Thad W. Zieck
THAD W. ZIECK - President

x M. Pacler
M. PACLER

x _____

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

Personally came before me this 20TH day of SEPTEMBER, 19 77,

THAD W. ZIECK and _____
of the above named corporation, to me known to be the persons who executed the fore-
going instrument and to me known to be such President and

_____ of said corporation, and acknowledged that they
executed the foregoing instrument as such officers as the free act and deed of said
corporation, by its authority.

Albert J. Howard
ALBERT J. HOWARD
Notary Public MACOMB County, Michigan.

My Commission Expires: 3-15-78

Witness: x Albert J. Howard
ALBERT J. HOWARD

Signed: x Joseph A. Gualdoni
Joseph A. Gualdoni

x M. Pacler
M. PACLER

x Teresa Gualdoni
Teresa Gualdoni

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

Personally came before me this 20TH day of SEPTEMBER, 19 77,
the above named Joseph A. Gualdoni and Teresa Gualdoni, his wife, to me known to be
the persons who executed the foregoing instrument and acknowledged that they executed
the same as their free act and deed.

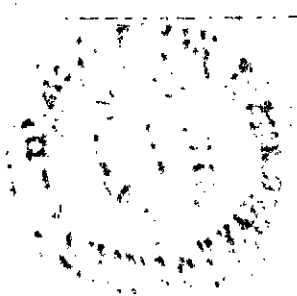
Albert J. Howard
ALBERT J. HOWARD
Notary Public MACOMB County, Michigan.

My Commission Expires: 3-15-78

RECORDED RIGHT OF WAY NO. 31203

188 MAY 20 1938

THE DETROIT EDISON COMPANY
1000 W. WOODWARD
DETROIT, MICHIGAN 48226



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PERSONALITY AND CHARACTERISTICS OF THE SUBJECT

THE SUBJECT IS A ...

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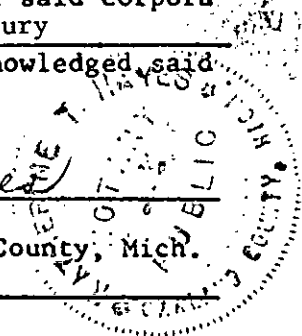
RETURN TO
DAVID R. WINFIELD
THE DETROIT EDISON COMPANY
76 S. GRATIOT
MT. CLEMENS, MICHIGAN 48043

STATE OF MICHIGAN)
) SS
County of Wayne)

On this 28th day of September, A.D. 19 77, before me, the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata to me personally known, who being by me duly sworn did say that they are the Director, R/E & R/W Dept. and Assistant Secretary of The Detroit Edison Company 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 Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

T. KATHERINE HAYES
Notary Public, Oakland County, Mich.
Acting in Wayne
My Comm. Expires February 10, 1980

T. Katherine Hayes
Notary Public, _____ County, Mich.
My Commission Expires: _____



STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

On this 4th day of October, 19 77, before me, the subscriber, a Notary Public in and for said County, appeared K. H. SHELTON, to me personally known, who being by me duly sworn, did say that he is DIVISION STAFF ASSISTANT 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 K. H. SHELTON 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, Michigan
My Commission Expires July 9, 1979

County, Michigan

RECORDED RIGHT OF WAY NO.

31203

8-2-31

44



RETURN TO
DAVID R. WINFIELD
THE DETROIT EDISON COMPANY
76 S. GRATIOT
MT. CLEMENS, MICHIGAN 48043

**AGREEMENT FOR UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM
FOR RESIDENTIAL SUBDIVISIONS, MOBILE HOME PARKS, CONDOMINIUMS
AND APARTMENT HOUSE COMPLEXES**

AGREEMENT, made this 15th day of September, 1977, between The Detroit Edison Company, hereinafter called the "Company" and Thad Building Company hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to six lots/~~buildings~~ numbered _____ in the development known as Milano Subdivision

(hereinafter called the "Development") located in Township Roseville, Range 13E, Section 4, Macomb County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-74505 dated 8-30-77, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

L The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 31293

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 635.25. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

RECORDED RIGHT OF WAY NO. 31203

8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for _____, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

10. The Company shall not be responsible for any losses or damages incurred by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.

11. This Agreement, all payments and refunds hereunder, and the construction and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.

12. If at any time prior to the commencement of construction of the underground electric distribution system, changes in the Company's Standard Rules and Regulations cause an increase or decrease in "Total Payment Required", Attachment D, Developer agrees to execute an Amendment to this Agreement reflecting such changes and pay all additional charges to the Company prior to the commencement of construction of the system. The Company agrees to refund any decreases to the Developer. Upon the failure of the Developer to execute such Amendment and pay to the Company the amount

RECORDED
INDEXED
BY
DATE

3/20/03

of such increase prior to the commencement of construction of the system, the Company may terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

13. Any assignment of this Agreement other than an assignment of the right to receive refund of the Advance pursuant to Paragraph 3 hereof, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, shall be void.

14. All notices required hereunder shall be in writing. Notices to the Company shall be sent by United States mail or delivered in person to:

THE DETROIT EDISON COMPANY
ATTENTION: DIVISION MANAGER

76 S. Gratiot Avenue

Mt. Clemens, Michigan, 48043

Notices to the Developer shall be sent by United States mail or delivered in person to:

Thad Building Company

3952 Nine Mile Road

Warren, Michigan 48091

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

THE DETROIT EDISON COMPANY

By Ferris S. Bourjaily
Ferris S. Bourjaily
Its Director, Service Planning

DEVELOPER

By Richard J. [Signature]
Its President

RECORDED RIGHT OF WAY NO.

3/20/03

ATTACHMENT D

AGREEMENT NUMBER B377 J133

COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION
ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	\$	<u>526.35</u>
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)		
Minus - Company's Share of Cost	\$	<u>3,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)		
Refundable Line Extension Advance	\$	<u>-</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	<u>635.25</u>
TOTAL PAYMENT REQUIRED \$		<u>635.25</u>

RECORDED RIGHT OF WAY NO. 31203

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a) Single Home Subdivisions	<u>363</u> front lot feet x \$1.75 per front lot foot =	\$ <u>635.25</u>
(b) Mobile Home Parks, Condominiums and Apartment House Complexes	_____ trench feet x \$1.90 per trench foot =	\$ _____
	_____ KVA of installed transformer capacity x \$4.00	\$ _____
(c) As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u>-</u>
(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-</u>
	TOTAL	\$ <u>635.25</u>

RECORDED RIGHT OF WAY NO. _____

*Hand Building Co. 4/14/77
PAID BY CASH*

Macomb Division
162 S. Gratiot
Mt. Clemens, Mi. 48043

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

DATE: September 15, 1977

Thad Building Company
3952 Nine Mile Road
Warren, Michigan 48091

RE: MILANO SUB'D

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished.

Please sign and return ^{one copy} ~~two copies~~ of the Certificate below. You may retain the ~~third~~ ^{second} copy for your file.

Very truly yours,

Russell H. Hammond
Service Planner

9/16/77
Date

C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-74505 for this development is in my/our possession and will be used for this purpose.

Name *Thad W. Jent*
Title *Pres. Dist*
Name _____
Title _____
Date _____

3/203

367 69 J183
572877 J133

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

**Macomb Division
76 South Gratiot Avenue
Mt. Clemens, Michigan 48043**

November 3, 1977


**Thad Building Company
3952 East 9 Mile Road
Warren, Michigan 48091**

RE: Milano Subdivision - City of Roseville, Macomb County

Dear Mr. Ziecik:

We are enclosing herewith a fully executed copy of the Agreement dated September 20th, 1977 for the underground electric and communication services for the above named project.

Sincerely,


Michael J. McCabe, Representative
Real Estate and Rights of Way
Macomb Division

MJM:pb

Enclosure

RECORDED NOV 10 1977

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

TO Russell Diamond, Ser. Pl., Macomb Division DATE 9-22-77 TIME _____

RE: Underground Service - Milano Subdivision, City of Roseville, Macomb County.

Agreement-Restrictions obtained. OK to proceed with construction.

COPIES TO: Lines Office Manager

SIGNED

Michael J. McCabe, Representative
Real Estate, R/W and Claims
Macomb Division

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

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

TO Thomas Ogan, 630 W.C.B.

DATE 9-22-77

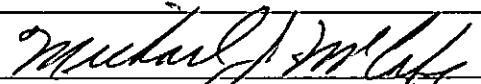
TIME _____

RE: Milano Subdivision - City of Roseville, Macomb County, Michigan.

Please have enclosed copies of Agreement-Restrictions signed by Edison and
Bell and the jurats completed.

COPIES TO: _____

SIGNED _____



**Michael J. McCabe, Representative
Real Estate, R/W and Claims
Macomb Division**

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

Date: November 3, 1977

To: Margaret J. Horvath
Records Center

From: Robert R. Cunningham, Supervisor *RRC*
Real Estate, R/W and Claims
Macomb Division

Subject: Agreement-Restrictions for Underground Residential
Distribution for Milano Subdivision, Lots 1 through
7, inclusive, Part of the Northwest 1/4 of Section 4,
Town 1 North, Range 13 East, City of Roseville, Macomb
County, Michigan.

Attached for Records Center is the executed Agreement dated
September 20th, 1977 for the above named project. Also enclosed
are other pertinent papers relative to this project.

Easement for this project was requested by Russell Hammond of
the Service Planning Department, Macomb Division. The Agreement
was negotiated by Michael J. McCabe, Representative of Real
Estate, R/W and Claims, Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company made
this agreement with Thad W. Ziecki, of Thad Building Company,
the owners of Milano Subdivision.

Please make the attached papers a part of recorded Right of Way
file.

RRC:pb

Attachment

RECORDED RIGHT OF WAY NO. 31203



2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000

Macomb Division
76 South Gratiot Avenue
Mt. Clemens, Michigan 48043

September 20, 1977

Thad Building Company
3952 East 9 Mile Road
Warren, Michigan 48091

RE: Milano Subdivision, City of Roseville, Macomb County, Michigan

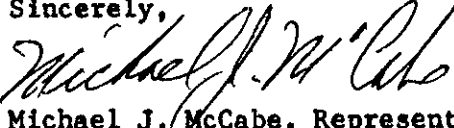
Gentlemen:

Enclosed is the Agreement-Restrictions for the above described project prepared for signatures of owners of record as indicated on documents furnished by you. If there are now any additional owners involved, their signatures and evidence of their ownership are also required. Please have the original and 1 copy executed and returned to us. We will then have the Agreement executed by Edison and Michigan Bell Telephone Company. A copy should be retained by you until you receive a copy of the fully executed document from us.

In order to comply with the recording statues of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 9 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully executed, will assist in prompt scheduling of our work to be completed in your project. Please return document to Michael McCabe, 76 South Gratiot Avenue, Mt. Clemens, Michigan 48043 (Phone 465-6201, Ext. 264).

Sincerely,

Michael J. McCabe, Representative
Real Estate and Rights of Way
Macomb Division

MJM:pb

Enclosure

RECORDING OFFICE OF THE CLERK

31203

TO: E. RAKES

Application No. _____

DISTRICT MACOMB

Date 8-1-77

We have included the following necessary material and information:

MIKE

MATERIAL:

A. Subdivision

- 1. Copy of complete final proposed plat, or
- ② Recorded plat
- a. Site plan
- b. Title information (deed, title commitment, contract, or title search)

or

B. Other than subdivision

- 1. Property description.
- 2. Site plan.
- 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name MILANO SUB'D. County MACOMB

City/Township/Village ROSEVILLE Section No. FOUR

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other

2. Name of Owner THAD BLDG. CO. Phone No. 751-8770 or 293-0470

Address 3952 E. 9 MILE WARREN 48091

Owner's Representative THAD ZIELIK Phone No. _____

3. Date Service is Wanted 9/12/77

- 4. Entire project will be developed at one time YES NO
- 5. Cable poles on property YES NO
- 6. Joint easements required YES NO

a. Name of other utilities MBT

b. Other utility engineer names, addresses, phone numbers: LES GENO

7. Part of subdivision is fed from overhead service. YES NO

Lot No. _____

8. Additional information or comments: R/W REQUIRED (6' EASEMENT) ALONG THE NORTH PROPERTY LINE OF LOT # 1 - CUSTOMER HAS BEEN VERBALLY ADVISED

NOTE: Trenching letter attached will be submitted later.

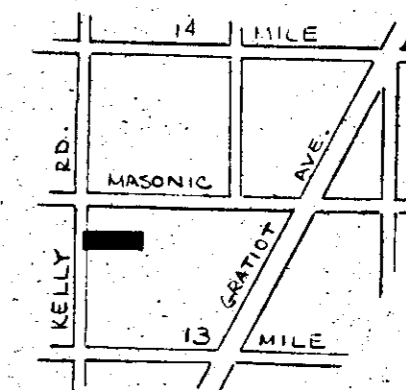
Signed Russell H. Hammond
 SERVICE PLANNING DEPARTMENT
 Address 162 S. GRATIOT Phone X-251

RECORDED RIGHT OF WAY NO. 31203

NORTH
ARROW

LOCATION SKETCH

U. G. MAP SEC. NOS.



NORTH

TRANSFORMER SPECS. 1-17-261

PEDESTAL SPEC. - R13

NO. OF PEDESTALS 3

- CODE -

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (DEAD FRONT TYPE)
- UDT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ UDT (SWITCHING-LIVE FRONT TYPE)
- ← DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- ▲ SECONDARY TERMINAL
- ⊙ CABLE POLE
- ⊠ PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE-ALL VOLTAGES
- BURIED SECONDARY CABLE
- - - BURIED SECONDARY SERVICE CABLE
- - - DETROIT EDISON TRENCH ONLY
- - - TELEPHONE TRENCH ONLY
- - - SEWER
- - - WATER
- - - GAS
- - - PROPOSED CONDUIT

CABLE SUMMARY

15% ADDED

ITEM#	#2 XLPE X 1 13.2 KV	713-3002=	<u>269' ±</u>
ITEM#	AP2-350M & 1-4/0 600 V.	713-0537=	<u>336' ±</u>
ITEM#	AP2-2/0 & 1-#1 600 V.	713-0614=	

TRENCH SUMMARY

JOINT USE	390'
D. E. ONLY	NONE
TEL. ONLY	NONE
TOTAL	390' ±

SITE SUPT. _____
PHONE NO. _____

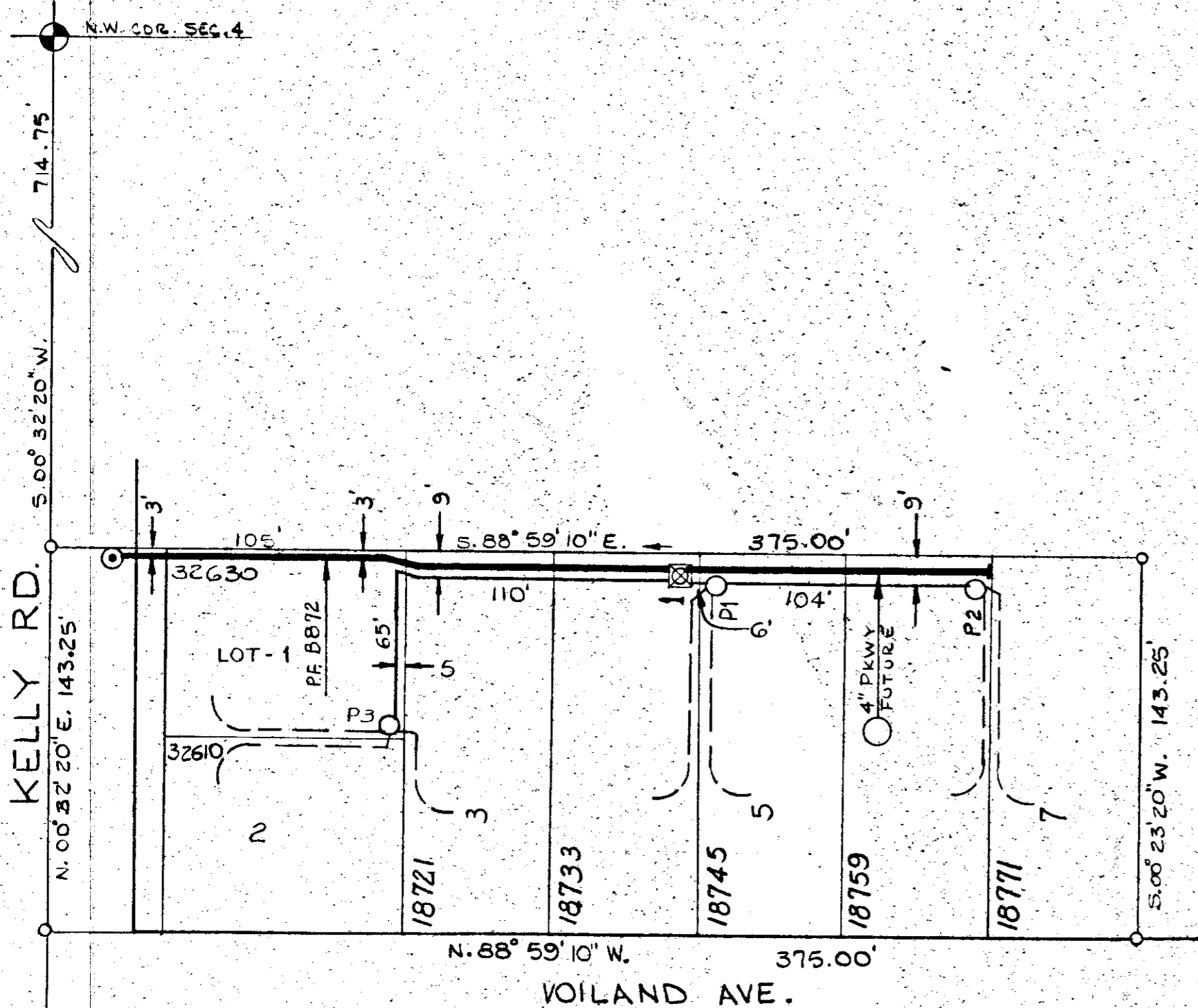
- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E. Co.
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
SEE DRAWING UI-2369 FOR TRANS. MAT. DETAILS.
SEE PAGE 3-2-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).
D.E. SERVICE PLANNER: R. HAMMOND 465-6201 X-251
TEL. CO.: L. GENO 777-9950

CONTACT "MISS DIG" (6477-344) BEFORE DOING ANY EXCAVATION.
EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

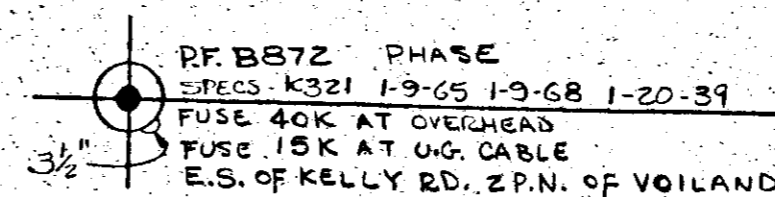
NOTIFICATION, CITY OF ROSEVILLE



3/2003
RECORDED R/W FILE NO.

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
B872-1	50	661-1152



CHECKED BY		APPROVED BY		DRAWN BY		CHECKED BY		APPROVED BY	

NAME	DATE	JOB TITLE
o. MARTIN JR.	8-26-77	DIRECT BURIED SYSTEM
R. Hammond	8-30-77	
R. Baywell	8-30-77	
R. H. Hupp	8-30-77	

MILANO SUB.		
PART OF NW 1/4 SECTION 4, T.1N., R.13E.		
CITY OF ROSEVILLE — MACOMB COUNTY		

THE DETROIT EDISON COMPANY		
SERVICE PLANNING DEPARTMENT		
SCALE 1" = 50'	NUMBER OF UNITS 7	WORK ORDER NUMBER 367 B9J 183
LATEST REVISION	DISTRIBUTION CIRCUIT 1854 FRASER 13.2KV ISO-UP	
DEPT. ORDER NUMBER 77A-74505	SHEET 1 OF 1 SHEETS	

31203

RECORDED RIGHT OF WAY NO. 31203