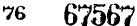
LIBER 6736 PAGE 780

s.;

RAMBLEWOOD NO. 3 PROPOSED SUBDIVISIONS (Not Platted)



## AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this  $28^{m}$  day of  $501\gamma$ , 1976, 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."

<u>WITNESSETH:</u>

WHEREAS, Owners are developing land for subdivision purposes in theCityof Farmington HillsOaklandCounty,Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later date and Owners desire EDISON and BELL to install their underground lines and facilities prior to said recording.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service 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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and BELL shall be granted by Owners in a separate instrument.

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

(4) Where 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 <u>parallel</u> within the six (6') foot easements used by EDISON and BELL.

(5) Owners must certify to EDISON and BELL that the easements are  $\stackrel{\bigcirc}{\xrightarrow{}}$  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, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

DE FORM LE 13 9-71 CS

-1-



(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 and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plat 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the 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 to the 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 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 \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Fublic Service Commission.

(12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while the ground is frozen.

(13) EDISON and BELL will own and maintain the secondary service and communication 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.

(14) Upon the further acceptance and recording of the plat for the above described land, the easement herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction 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: Y ANN MIS

THE DETROIT EDISON 176 SECRETARY ASST. CARROLL BELL TELEPHONE COMPANY By WILLIAM F. MURRAY, JR. Staff Supervisor, Right of Way

(authorized signature)

RECORDED RIGHT

CF.

-2-

DE FORM LE 13 11-71 CS

STATE OF MICHIGAN ) SS COUNTY OF WAYNE )

On this 6th day of August , 19 76 , before me, the subscriber, a Notary Public in and for said County, personally appeared \_\_\_\_\_ and \_\_ Lillian J.H. Carroll W. C. Arnold to me personally known, who being by me duly sworn, did say that they are the Director, RE & R/W Dept. Assistant Secretary \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_Lillian J.H. Carroll and W.C. Arnold acknowledged said instrument to be the free act and deed of said Corporation.

LIBER 6736 PAGE 782

My commission expires: April 12, 1980

SS

Notary Public IRENE KATA

Wayne County, Michigan

STATE OF MICHIGAN ) COUNTY OF OAKLAND )

On this <u>11th</u> day of <u>August</u>, 19 <u>K</u>, before me, the subscriber, a Notary Public in and for said County, appeared William F. Murray Jr. 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 HELL 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 William F. Murray Jr. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:

Mansha Paulba Notary Public

\_\_\_ County, Michigan

MARSHA PAVELKA Notary Public, Oakland County, Michigan My Commission Expires April 17, 1979 \*

RECORDED RECT OF ANT NO. \_ 30518

118FR 6736 PAGE 7 RAMBLEWOOD NO. DEVELOPMENT COMPANY WITNESSES: A Michigan Joint Venture Oakland County File No. 1292-75 24007 Telegraph Road Southfield, Michigan 48075 consisting of: BILIMORE HOMES COMPANY, A Michigan Corporation By: Norman J. Cohen, Presiden STANDARD FINANCIAL CORPORATION A Michigan Corporation Cohen Hudd1 Cvnthia Lee Caro na By Diane Marulli Gordon esi <del>dent</del> RECO And By: CECU Melvin Rosenhaus, Individually STATE OF MICHIGAN RIGHT SS: COUNTY OF Cablor g Personally came before me this 28 Day of \_\_\_\_\_\_ 1976, Norman J. Con-President of Biltmore Homes Company, John P. Ray, President, and Gordon Garlick, Vices 1976, Norman J. Cohen, President, of Standard Financial Corporation, and Melvin B. Rosenhaus, individually, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the foregoing instrument as their free act and deed. 10 A 11 ......

	Notary F	ublic, Oakland Cour		
Mv	Commission	soon expires June	10, 1980	80

Notary Public, Calland County, Michiga

## APPENDIX "A"

Proposed RAMBLEWOOD NO. 3, A Subdivision of part of the West 1/2 of Section 5, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and comprising Lots 89 to 148, both inclusive, and Kingswood Commons and Deer Run Commons, described as beginning at the South 1/4 corner of Section 5, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, proceeding thence North 89°32'39" West 300.00 feet along the South line of said Section 5; thence North 00°01'25" West 264.00 feet; thence North 89°32'39" West 122.03 feet; thence North 09°01'41" East 102.63 feet; thence North 12°06'20" East 186,27 feet; thence North 08°35'47" West 55,39 feet; thence North 32°01'27" West 97,96 feet; thence North 57°40'10" East 19,99 feet; thence North 33°15' 53" West 60.00 feet; thence South 57°40'10" West 8.86 feet; thence North 33°15'53" West 140,00 feet; thence North 45°28'34" East 68,47 feet; thence North 16°39'09" East 64.03 feet; thence North 11°08'54" West 63,58 feet; thence North 26°46'12" West 96,96 feet; thence North 26°45'53" West 476,76 feet; thence South 86°14'07" West 304.16 feet; thence North 03°45'53" West 320.00 feet; thence 291.26 feet along the arc of a curve to the left with a radius of 651.14 feet passing through a central angle of 25°37'42" having a long chord bearing North 16°34'44" West 288.83 feet; thence North 60°36'24" East 60.00 feet; thence North 86°10'18" East 374.74 feet; thence North 06°32'49" East 604.11 feet; thence South 85°58'55" East 642.96 feet; thence South 00°20'23" East 62.43 feet; thence South 00°01'25" East 2669.15 feet to point of beginning and containing 40.850 Acres of land, more or less.

Prepared by: John N. Waterloo 30400 Telegraph Birmingham, Michigan 48010 Detroit Edison

Carland Dassion The Delegraph aread an and an Arch and Arthough Phone 645-4378

August 26, 1976

•

RAMBLEWOOD DEVELOPMENT COMPANY 24007 Telegraph Road Southfield, Michigan 48075

Gentlemen:

Re: RAMBLEWOOD NO. 3

Sincerely,

. .

John N. Waterloo, Representative Real Estate and Rights of Way RECORDED RIGET OF WAY NO. 30

JNW/1s



DATE: May 27, 1976

Ramblewood Development Company

24007 Telegraph Road

Southfield, Michigan 48073

RE: Ramblewood Subdivision No. 3

Gentlemen:

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 6,329.29 based on \_\_\_\_\_\_0 trench feet or 6,329.29 lot front feet.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of  $\frac{1.00}{100}$  per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

g

WAY

NO.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

Five days prior to the start of construction that has been scheduled for July 6, 1976, we will require receipt of the attached Certificate Indicating the completion of grading and payment in the amount of \$ 6,329.00 as a non-refundable Contribution in Aid to Construction for the above charges.

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Page 1 DE FORM PL 101 9-74 CS Ramblewood Survision No. 3

Date May 27, 1976

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

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, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership, and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign two of the enclosed copies and return them. You may retain the third copy for your file.

Very truly yours

Service Planner

DEH:dp	Se
ACCEPTED:	
Name UEL. BV	
Title PARTNER	
Name	
<u>Title</u>	
Date 8-11-76	

Enc: Grading Certificate

Ĭ

Page 2

MUCCIDED RECIT င္ 4. 13. 305



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

DATE: May 27, 1976

Ramblewood Development Company

24007 Telegraph

Southfield, Michigan 48075

RE: Ramblewood Subdivision No. 3

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 two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours. rice Planner M. r. 26 1 1976

DEH:dp

## 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-6**4530 for this development is in my/our possession and will be used for this purpose.

Name	Nol. D		
<u>Title</u>	PARTNE	Ŕ.	 
Name			 
Title			 
Date	8-11-76		

July 28, 1976

Mr. John N. Waterloo 30400 Telegraph Road Birmingham, Michigan 48010

> Re: Agreement-Easement-Restriction Sub #3 Ramblewood - Detroit Edison and Michigan Bell Telephone Utilities

Sir:

.

.

We are returning the original and one copy of the fully executed Agreement-Easement-Restrictions for Subdivision No. 3, Ramblewood.

We have retained one copy of the document in our files.

Sincerely,

uε:) Jerome B

JBW/ls encl.





July 13, 1976

RAMBLEWOOD DEVELOPMENT COMPANY 24007 Telegraph Road Southfield, Michigan 48075

Att: Jerome Wolf:

Gentlemen:

RAMBLEWOOD NO. 3 Re:

Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes 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 RECORDED DICHT OF WAY NO .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 these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,

óhn N. Waterloo, Representative Real Estate and Rights of Way

JNW/ls Enclosures

TO DAMES A. RO.	BERTSON	Application No.	<u>°7/1/76 №. 0E-6</u>
REAL ESTATE AND RIGHTS OF WAY	- SUPERVISOR	-	
DISTRICT OAKLA	ND	Date 2-	18-16
We have included the following	necessary material and information:	6 - 4	X ~ 7 0
MATERIAL:			
A. Subdivision 1. Copy of complete final p	ronosed in at or		
2. Recorded plat			
Site plan		1.5	
or	ed, title committment, contract, or title sea	arch)	
B. Other than subdivision			
<ol> <li>Property description.</li> <li>Site plan.</li> </ol>			
•	title committment, contract with title comm	nittment, or title sea	rch).
INFORMATION: PAM	RIFMANN # 3		<u>م</u> ريد م
1. Project name <u>RAM</u>		County	
City/Township/Village	ARMINGTON HILLS	Section No	
Type of Development	🔀 Subdivision	📋 Mobile Home	Park
	Apartment Complex	门 Other	
2 Name A Duran RAM	BLEWOOD DEVELOPMENT C	). PL	52-6590
	_		
	TELEGRAPH , SOUTH 7		
Owner's Representative	DEROME WOLFF	Phone No 3 4	52-6590
3. Date Service is Wanted	ATTY 15 TK 1976		
4. Entire project will be devel	oped at one time	🔀 YES	(] NO 🕅
	••••••••••••••	🔀 YES	 [_] NO
-		X YES	UN []
a. Name of other utilities _	MICHIGAN BELL & CON	SUMERS POU	NER
b. Other utility engineer no	ames, addresses, phone numbers: <u>W.</u>	BEROLET	ENG. M.B.T.
7. Part of subdivision is fed f	rom overhead service	T YES	NO
		i 1 • •••••	#¥ 110
Lot No			
8. Additional information or co	mments:		
<b></b>			
NOTE: Trenching letter	ttached $X$ will be submitted later	$\sim$	11
in the second se		n/o	// ∖</td
	Signed	1/1/2	Thann.



May 27, 1976

Mr. Jerome Wolff Ramblewood Development Company 24007 Telegraph Southfield, Michigan 48075

Dear Mr. Wolff:

## Subject: Ramblewood Subdivision No. 3 - Farmington Hills

This letter will confirm recent discussions regarding the installation of underground electric service facilities for the above project.

Detroit Edison can no longer install underground electric service to vacant land because of the large amounts of construction dollars that remain unused and nonrevenue producing until dwelling units are built on the property. We will continue to provide electric service to units under construction as needed.

The cost of installing the underground service to this development is \$23,418.00. The contribution in aid of construction, in accordance with Michigan Public Service Commission Order No. U-3001, is \$6,329.00. The \$17,089.00 difference between the contribution in aid of construction and the total cost is considered a refundable advance and will be used for construction on this project.

RECORDED

El CHT

0 F

YAN

НÖ

30518

3

Upon receipt of your check in the amount of \$23,418.00, we will complete the installation of our facilities, with the exception of service laterals which will not be installed or billed until they are needed.

The refundable advance will not accrue interest and will be refunded at the rate of \$1,000.00 per dwelling unit at the time services and meters are installed on buildings ready for occupancy. However, you ought to be aware that we have applied to the Michigan Public Service Commission for a revision in our rules for service for line extensions. When the Commission acts on this petition we may be required to revise the amount of the necessary construction advance and the refund policy in accordance with their order.





Mr. Jerome Wolff Ramblewood Development Company May 27, 1976 Page 2

If you would like us to proceed with the construction of underground electric service prior to the time that buildings are under construction, please indicate your acceptance of the terms outlined in this letter by signing in the space provided below. Please return a copy of the letter with your check for the amount shown to my attention, 30400 Telegraph Road, Birmingham, Michigan 48010.

Sincerely,

Leonard P. Lucas, Director Service Planning - Oakland

BUCOLUCIO LICEI ON WAY NO.-

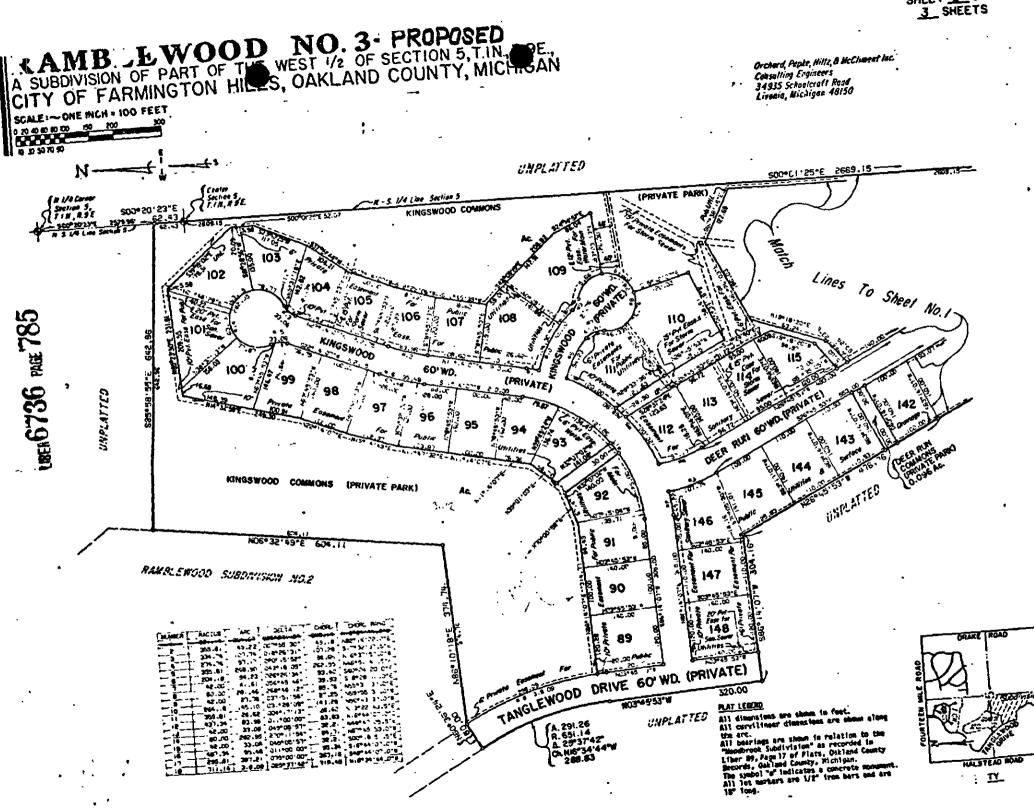
30

LPL:dp Accepted TATWER

Date 8-11-76

Re: Undergro	und Service - RAMBLEU	- OK to proceed with construction.
Agreemen	t and Easements obtained	- OK to proceed with construction.
COPIES TO: FILE		signed John M. Waterloo
REPORT		Real Estate and R/W Department
		Pontiac Service Center Annex

.



SHEET 2 OF

