

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 12th day of SEPTEMBER, 1977,  
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."

V-9  
V-5

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the  
City of Farmington Hills, Oakland County,  
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  
before 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 parallel within the six (6') foot easements used by EDISON and BELL.

(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,  
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.

RECORDED RIGHT OF WAY NO. 3/205

15.00

(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 Public 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:

Mary Ann Klos  
MARY ANN KLOS

J. Katherine Hayes  
J. KATHERINE HAYES

Charles V. Claphan  
CHARLES V. CLAPHAN

J. Douglas Roy  
J. DOUGLAS ROY

THE DETROIT EDISON COMPANY  
By Robert R. Tewksbury  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

By Irene C. Kataas  
IRENE C. KATAAS, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY  
By Robert K. Crowhurst  
ROBERT K. CROWHURST  
Staff Supervisor, Right of Way  
(authorized signature)

RECORDED RIGHT OF WAY NO. 31205

RECORDED  
MICHIGAN  
9-12-77  
CLARENCE COUNTY REGISTER OF DEEDS

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 14th day of September, 1977, 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 they are the Dir., R/E & R/W Dept. and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed 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, Wayne County, Michigan

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF OAKLAND )

On this 22ND day of SEPTEMBER, 1977, before me the subscriber, a Notary Public in and for said County, appeared ROBERT K. CROWHURST to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR R/W 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 ROBERT K. CROWHURST acknowledged said instrument to be the free act and deed of said corporation.

Charles V. Claphan  
CHARLES V. CLAPHAN  
Notary Public, LIVINGSTON County, Michigan

My Commission Expires: DEC. 19, 1978

RECORDED RIGHT OF WAY NO. 31205

LIBER 7028 PAGE 795  
RAMBLEWOOD NO. 1 DEVELOPMENT COMPANY  
A Michigan Co-Partnership  
Oakland County File No. 1405-76, File Oct. 7, 1976  
24007 Telegraph Road  
Southfield, Michigan 48075

Patricia A. Neighbors  
Patricia A. Neighbors

Jane M. Graham  
Jane M. Graham

BILTMORE HOMES COMPANY  
A Michigan Corporation

By: Norman J. Cohen  
Norman J. Cohen, President

STANDARD FINANCIAL CORPORATION  
A Michigan Corporation

By: John P. Ray  
John P. Ray, President

By: Gordon Garlick  
Gordon Garlick, Vice President

And By: Melvin B. Rosenhaus  
Melvin B. Rosenhaus, Individually

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF OAKLAND )

Personally came before me this 12th day of SEPTEMBER 1977, Norman J. Cohen, President of Biltmore Homes Company, John P. Ray, President and Gordon Garlick, Vice President of Standard Financial Corporation, and Melvin B. Rosenhaus, individually to me known to be the persons who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of and as the free act and deed of Ramblewood No. 1 Development Company, A Michigan Co-Partnership.

My Commission Expires: Sept. 18, 1979  
Jane M. Graham  
Jane M. Graham  
Notary Public, Oakland County, Michigan

STANDARD FEDERAL SAVINGS AND LOAN ASSOCIATION  
2401 West Big Beaver Road  
Troy, Michigan 48084  
(as Mortgagee)

WITNESSES:

Patricia A. Neighbors  
Patricia A. Neighbors

Jane M. Graham  
Jane M. Graham

Robert C. Rothman  
Robert C. Rothman, Senior Vice President

George Strachan  
George Strachan, Senior Vice President

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF OAKLAND )

Personally came before me this 12th day of SEPTEMBER 1977, Robert C. Rothman, Senior Vice president and George Strachan, Senior Vice President of above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Senior Vice President and Senior Vice President of said corporation and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation.

My Commission Expires: Sept. 18, 1979  
Jane M. Graham  
Jane M. Graham  
Notary Public, Oakland County, Michigan

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APPENDIX "A"

Proposed RAMBLEWOOD NO. 4, a subdivision of part of the West  $\frac{1}{2}$  of Section 5, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and comprising Lots 149 to 212, both inclusive, and Fox Glen Commons and Fox Commons, described as beginning South  $00^{\circ}19'33''$  East 300.00 feet from the West  $\frac{1}{2}$  corner of Section 5, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, and proceeding thence North  $89^{\circ}40'27''$  East 119.33 feet; thence 92.51 feet along the arc of a curve to the left having a radius of 394.48 feet passing through a central angle of  $13^{\circ}26'10''$  with a long chord bearing North  $82^{\circ}57'22''$  East 92.30 feet; thence North  $76^{\circ}14'17''$  East 213.13 feet; thence 98.28 feet along the arc of a curve to the left having a radius of 733.76 feet passing through a central angle of  $7^{\circ}40'26''$  with a long chord bearing North  $72^{\circ}24'04''$  East 98.20 feet; thence South  $15^{\circ}09'01''$  East 397.04 feet; thence North  $82^{\circ}06'48''$  East 841.09 feet; thence 380.71 feet along the arc of a curve to the right having a radius of 651.14 feet passing through a central angle of  $33^{\circ}30'00''$  with a long chord bearing South  $20^{\circ}30'53''$  East 375.31 feet; thence South  $03^{\circ}45'53''$  East 320.00 feet; thence South  $69^{\circ}26'19''$  West 67.00 feet; thence South  $15^{\circ}57'08''$  West 67.33 feet; thence South  $15^{\circ}08'30''$  West 115.57 feet; thence South  $35^{\circ}08'24''$  West 146.63 feet; thence South  $56^{\circ}15'45''$  West 146.63 feet; thence South  $77^{\circ}23'05''$  West 146.63 feet; thence North  $81^{\circ}29'35''$  West 146.63 feet; thence North  $63^{\circ}20'29''$  West 113.16 feet; thence North  $60^{\circ}37'05''$  West 99.98 feet; thence North  $63^{\circ}39'33''$  West 100.00 feet; thence North  $63^{\circ}45'53''$  West 133.41 feet; thence South  $20^{\circ}04'17''$  West 325.88 feet; thence South  $48^{\circ}20'48''$  West 114.57 feet; thence South  $66^{\circ}42'10''$  West 123.21 feet; thence North  $48^{\circ}15'21''$  West 78.87 feet; thence North  $89^{\circ}32'39''$  West 220.00 feet; thence North  $00^{\circ}19'33''$  West 1431.31 feet to the point of beginning, and containing 40.148 acres of land, more or less.

Prepared by:  
 Omer V. Racine  
 The Detroit Edison Company  
 30400 Telegraph Rd.  
 Birmingham, Michigan 48010

RECORDED RIGHT OF WAY NO. 31205

Detroit

Edison

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

Phone 645-4378

October 10, 1977

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

Gentlemen:

Re: RAMBLEWOOD #4

We are enclosing herewith a fully executed copy of the agreement dated September 12, 1977 for the underground electric and communication service for the above named project.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/ljs  
Enclosures

RECORDED RIGHT OF WAY NO.

8/205

Detroit  
Edison

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000

July 18, 1977

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

Gentlemen:

Re: RAMBLEWOOD #4

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, 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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/ls  
Enclosures

RECORDED RIGHT OF WAY NO.

3/205

APPLICATION FOR U.R.D. EASEMENT  
DE FORM RR 11 5-73

FOR E & RW USE DATE REC'D 7-13-77 DE-BELL NO. OE 7-57

TO: JAMES A. ROBERTSON  
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR  
DISTRICT OAKLAND

Application No. \_\_\_\_\_  
Date JUNE 10TH

We have included the following necessary material and information:

MATERIAL:

- A. Subdivision
  - 1. Copy of complete final proposed plat, or
  - 2. Recorded plat
  - Site plan
  - 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 RAMBLEWOOD # 4 County OAKLAND  
 City/Township/Village FARMINGTON HILLS Section No. 5  
 Type of Development  Subdivision  Mobile Home Park  
 Apartment Complex  Other
- 2. Name of Owner RAMBLEWOOD DEVELOPMENT Co. Phone No. 352-6590  
 Address 24007 TELEGRAPH, SOUTHFIELD MI. 48075  
 Owner's Representative DEROME WOLFF Phone No. 352-6590
- 3. Date Service is Wanted 9-15-77
- 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 MICHIGAN BELL & CONSUMERS POWER Co.
  - b. Other utility engineer names, addresses, phone numbers: B. TAZZIOLI, ENG. MBT  
968-5717
- 7. Part of subdivision is fed from overhead service. . . . .  YES  NO
- Lot No. \_\_\_\_\_
- 8. Additional information or comments: \_\_\_\_\_

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NOTE: Trenching letter  attached  will be submitted later

Signed Ronald E. Harris  
SERVICE PLANNING DEPARTMENT  
Address O.D.H. Phone 645-4111



ORCHARD, PAPKE, HILTZ & McCLIMENT, INC.

CONSULTING ENGINEERS

34935 SCHOOLCRAFT ROAD

LIVONIA, MICHIGAN 48150

(313) 522-6711

MELVIN E. ORCHARD  
FRANCIS A. PAPKE

\_\_\_\_\_  
JOHN J. HILTZ ✓  
WILLIAM C. McCLIMENT  
DZIDRIS VITINS

April 28, 1977

Detroit Edison Co.  
30400 Telegraph Road  
Birmingham, Mich. 48010

Attention: Mr. Donald E. Harris

Re: Ramblewood Sub. #4  
Revised Utility Locations

Dear Sir:

In accordance with our phone conversation last week, we are revising the location of public utility easements in Lots 178 through 182 due to a conflict with a sanitary sewer line. The revision will eliminate the side lot easements in Lots 181 and 178. These easements will be replaced by six-foot easements along the south side of Lot 182, the north side of Lot 177, and along the front of Lot 177 from the south line of Lot 182 extended to the north lot line of Lot 177.

All other easements will remain as shown on your "Recommended Utility Easement Plan" dated March 4, 1977.

Very truly yours,

ORCHARD, PAPKE, HILTZ & McCLIMENT, INC.

By David L. Mariner  
David L. Mariner

DLM/ce  
#8118-4  
cc: M. Nadler  
J. Wolff  
W. Bertolet

RECORDED FILED ON MAR 30, 1977 31205

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

**AGREEMENT**, made this 22 day of July, 19 77, between The Detroit Edison Company, hereinafter called the "Company" and Ramblewood Development Company with an office at 24007 Telegraph Road, Southfield, Michigan. hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 63 lots/buildings numbered 149 thru 211 in the development known as Ramblewood Subdivision No. 4 (hereinafter called the "Development") located in Township 1N, Range 9E, Section 5, Farmington Township, Oakland 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 Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63695 dated June 25, 1977, 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:

**1.** 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. 31205

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 21,164.00. 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.

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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 September 9, 1977, 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 RECEIVED BY FAX NO.

31205

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**

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Ramblewood Development Company

24007 Telegraph Road

Southfield, Michigan 48073

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 Leonard P. Lucas  
Leonard P. Lucas

Its Director, Service Planning

**DEVELOPER Ramblewood Development Co.**

By Jerome Wolff  
Jerome Wolff

Its Associate

RECORDED RIGHT OF WAY NO. 31205

**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>6,613.84</u> front lot feet x \$1.75 per front lot foot =	\$	<u>11,574.00</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	_____ trench feet x \$1.90 per trench foot =	\$	<u>-0-</u>
	_____ KVA of installed transformer capacity x \$4.00	\$	<u>-0-</u>
(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>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	<b>TOTAL</b>	\$	<u>11,574.00</u>

RECORDED RIGHT OF WAY NO. 3/205

ATTACHMENT D

AGREEMENT NUMBER C377J306

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

Estimated Direct Construction Cost . . . . .	\$ <u>21,164.00</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>-0-</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>9,590.00</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>11,574.00</u>
<b>TOTAL PAYMENT REQUIRED \$ <u>21,164.00</u></b>	

RECORDED RIGHT OF WAY NO. 31205

Detroit

Edison

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

DATE: July 22, 1977

Ramblewood Development Company  
24007 Telegraph Road  
Southfield, Michigan 48075

RE: Ramblewood Subdivision No. 4

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,

*W. L. E. Horne*

Service Planner

*July 26th 1977*

Date

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-63695 for this development is in my/our possession and will be used for this purpose.

Name *W. L. E. Horne*

Title *Service Planner*

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO.

51205



MEMORANDUM ORDER  
FOR GENERAL USE  
GS FORM NO 77 12-63

TO George White DATE 12-1-77 TIME \_\_\_\_\_

Re: Underground Service - Farmington Green West No. 1  
Agreement and Easements obtained OK to proceed with construction.

COPIES TO: File

REPORT George White, Service Planner

SIGNED Omer V. Racine

Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims  
272 Oakland Division Headquarters

DATE RETURNED \_\_\_\_\_

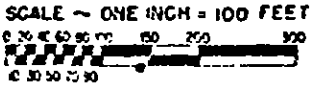
TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

# RAMBLEWOOD NO. 4 "PROPOSED"

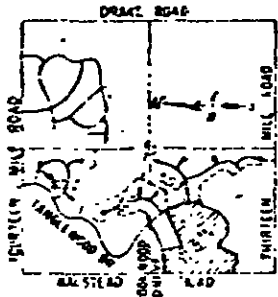
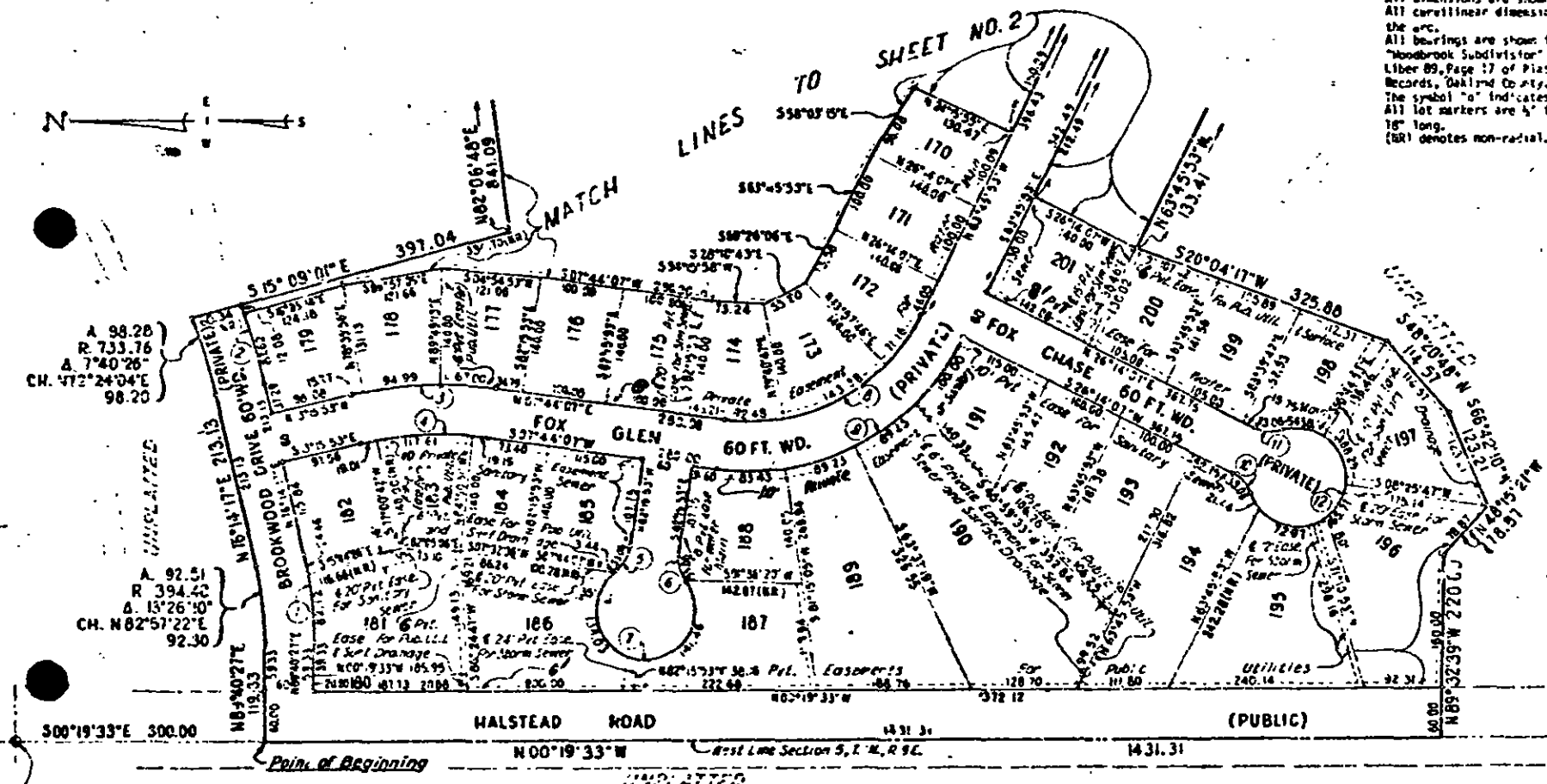
A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 5, T.1N., R.9E.,  
CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN

RECORDED RIGHT-OF-WAY NO. 3/205



Orchard, Pape, Fritz & McClure, Inc.  
Consulting Engineers  
38935 Schoenclaff Road  
Livonia, Michigan 48150

**PLAT LEGEND**  
All dimensions are shown in feet.  
All curvilinear dimensions are shown along the arc.  
All bearings are shown in relation to the Woodbrook Subdivision as recited in Liber 89, Page 17 of Plats, Oakland County Records, Oakland County, Michigan.  
The symbol "o" indicates a concrete monument.  
All lot markers are 4" iron bars and are 18" long.  
(NR) denotes non-radial.



LIBER 7028 PAGE 797

West 1/2 Corner Section 5, T.1N., R.9E.

**SURVEYOR'S CERTIFICATE**

I, Francis A. Pape, Surveyor, certify:  
That I have surveyed, staked, and mapped the land shown on this Plat, described as follows:  
RAMBLEWOOD NO. 4, a subdivision of part of the west 1/2 of Section 5, T.1N., R.9E., City of Farmington Hills, Oakland County, Michigan, and comprising lots 170 to 212, both inclusive, and Fox Glen Commons and Fox Chase Commons, described as beginning S 60° 11' 33" E 300.00 feet from the West 1/2 corner of Section 5, T.1N., R.9E., City of Farmington Hills, Oakland County, Mich., and proceeding thence N 89° 40' 37" E 119.33 feet; thence N 76° 11' 17" E 211.13 feet; thence 90.28 feet along the arc of a curve to the left having a radius of 199.49 feet passing through a central angle of 13° 26' 10" with a long chord bearing N 82° 51' 22" E 30.30 feet; thence S 72° 28' 54" E 33.20 feet; thence S 15° 05' 01" E 397.04 feet; thence N 42° 05' 40" E 441.09 feet; thence 320.71 feet along the arc of a curve to the right having a radius of 651.14 feet passing through a central angle of 33° 30' 20" with a long chord bearing S 20° 30' 53" E 375.31 feet; thence S 03° 45' 53" E 320.00 feet; thence S 49° 26' 19" W 67.00 feet; thence S 15° 57' 02" W 67.33 feet; thence S 74° 08' 30" W 115.52 feet; thence S 35° 02' 21" W 146.63 feet; thence S 54° 15' 45" W 146.63 feet; thence S 77° 23' 02" W 146.63 feet; thence S 41° 29' 32" W 146.63 feet; thence N 63° 20' 29" W 113.16 feet; thence S 69° 31' 05" W 77.30 feet; thence S 63° 39' 33" W 120.00 feet; thence N 43° 45' 52" W 133.41 feet; thence S 20° 34' 17" W 325.58 feet; thence S 48° 20' 40" W 114.57 feet; thence S 66° 42' 10" W 123.21 feet; thence N 48° 15' 21" W 78.57 feet; thence N 89° 32' 37" W 220.00 feet; thence N 20° 19' 33" W 1431.31 feet to the point of beginning, and containing 40.128 acres of land, more or less.

That I have made such survey, subdivision and plat by the direction of the owners of such land.  
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.  
That the required monuments and lot markers have been located on the ground or that survey has been deposited with the municipality, as required by Section 125 of the Act.  
That the accuracy of the survey is within the limits required by Section 126 of the Act.  
And that the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the legend.

NO.	BEARING	DISTANCE	ARC	CENTRAL ANGLE	CHORD
1	N 89° 40' 37" E	119.33			
2	N 76° 11' 17" E	211.13			
3	S 72° 28' 54" E	30.30			
4	S 15° 05' 01" E	397.04			
5	N 42° 05' 40" E	441.09			
6	S 03° 45' 53" E	320.71			
7	S 49° 26' 19" W	67.00			
8	S 15° 57' 02" W	67.33			
9	S 74° 08' 30" W	115.52			
10	S 35° 02' 21" W	146.63			
11	S 54° 15' 45" W	146.63			
12	S 77° 23' 02" W	146.63			
13	S 41° 29' 32" W	146.63			
14	N 63° 20' 29" W	113.16			
15	S 69° 31' 05" W	77.30			
16	S 63° 39' 33" W	120.00			
17	N 43° 45' 52" W	133.41			
18	S 20° 34' 17" W	325.58			
19	S 48° 20' 40" W	114.57			
20	S 66° 42' 10" W	123.21			
21	N 48° 15' 21" W	78.57			
22	N 89° 32' 37" W	220.00			
23	N 20° 19' 33" W	1431.31			

Orchard, Pape, Fritz & McClure, Inc.  
38935 Schoenclaff Road  
Livonia, Michigan 48150

Date: \_\_\_\_\_  
Francis A. Pape, Surveyor

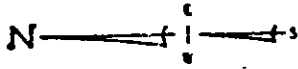
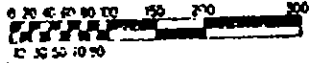
# RAMBLEWOOD NO. 4 PROPOSED

A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 5, T.1N, R.9E., RECORDED RIGHT OF WAY NO. 31205

CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN

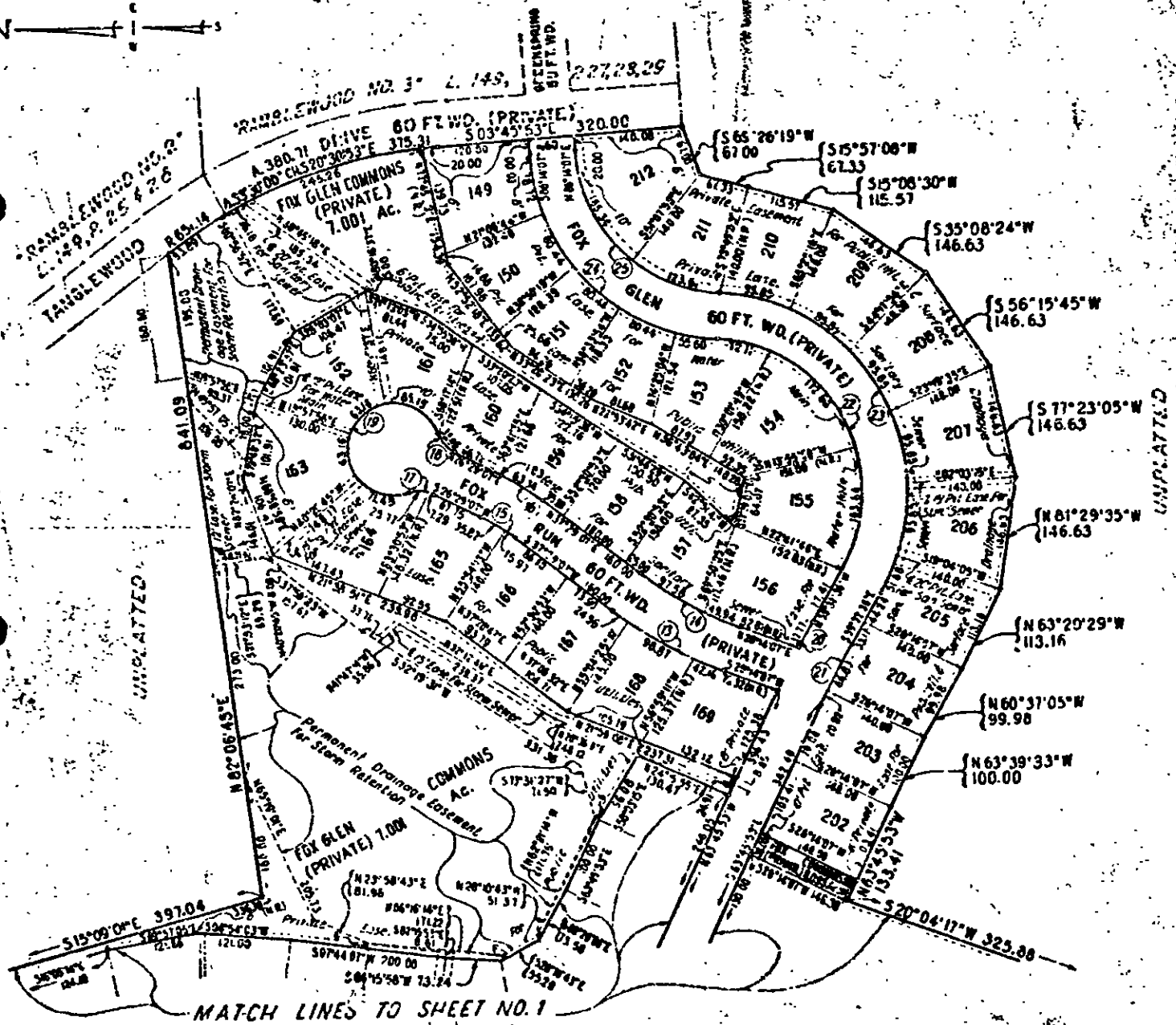
SHEET OF

SCALE - ONE INCH = 100 FEET



Richard, Parks, Hills & McCreed, Inc.  
 Consulting Engineers  
 34935 Schoolcraft Road  
 Livonia, Michigan 48150

**PLAT LEGEND**  
 All dimensions are shown in feet.  
 All curvilinear dimensions are shown along the arc.  
 All bearings are shown in relation to the "Woodbrook Subdivision" as recorded in Liber 29, Page 17 of Plats, Calhoun County Record, Oakland County, Michigan.  
 The symbol "C" indicates a concrete monument.  
 "I" lot markers are 1/2" iron bars and are 6" long.  
 (NS) denotes non-real.



LINE 7026 MAP 798

CURV. DATA	NO.	RA.	LEN.	ANGLE	ARC	ICL. BEARING	CHORD
1	24	25	100.00	90	157.08	N 0°00'00"W	100.00
2	25	26	100.00	90	157.08	N 90°00'00"E	100.00
3	26	27	100.00	90	157.08	N 0°00'00"W	100.00
4	27	28	100.00	90	157.08	N 90°00'00"E	100.00
5	28	29	100.00	90	157.08	N 0°00'00"W	100.00
6	29	30	100.00	90	157.08	N 90°00'00"E	100.00
7	30	31	100.00	90	157.08	N 0°00'00"W	100.00
8	31	32	100.00	90	157.08	N 90°00'00"E	100.00
9	32	33	100.00	90	157.08	N 0°00'00"W	100.00
10	33	34	100.00	90	157.08	N 90°00'00"E	100.00