

COLFAX WOODS No. 1
SUBDIVISIONS PLATTED

AGREEMENT - RESTRICTIONS

This instrument made this 20th day of MAY, 1978,
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."

WITNESSETH:

A parcel of land has been subdivided in the City of Farmington Hills,
Oakland County, State of Michigan, described as:

Lots 1 through 7, inclusive of COLFAX WOODS SUBDIVISION No. 1, a sub-
division of part of the North-East 1/4 of Section 33, Township 1 North,
Range 9 East, City of Farmington Hills, Oakland County, Michigan as
recorded in Liber 150, Pages 27 and 28 of Plats, Oakland County Records.

And, WHEREAS EDISON and BELL will install their electric and communi-
cation 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 main-
tain their underground service facilities.

RECORDED FIRST OF MAY NO. 31710

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LYNN R. ALLEN
CLERK-REGISTRAR

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(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 \$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 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

Barbara Ann Maher
BARBARA ANN MAHER

Charles V. Claphan
CHARLES V. CLAPHAN

Jane E. Johnston
JANE E. JOHNSTON

THE DETROIT EDISON COMPANY

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

By Irene C. Kata 8/21/78
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

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

STATE OF MICHIGAN)
)
) SS.
COUNTY OF WAYNE)

On this 26th day of June, 1978, 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 Director, Real Estate and Assistant Secretary
and Rights of Way
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 instru-
ment 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.

Barbara Ann Maher
BARBARA ANN MAHER
Notary Public, Wayne County, Michigan

My Commission Expires: 8-23-78

STATE OF MICHIGAN)
)
) SS.
COUNTY OF SARLAND)

On this 5TH day of JULY, 1978, 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. 31710

WITNESSES:

[Signature]
Edward R. Reagan

[Signature]
Augusto Petrella

[Signature]
Mary Dulecki

[Signature]
Angela Petrella
24887 Ivywood
Farmington Hills, Michigan 48018

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 20th day of May 1978, the above named Augusto Petrella and Angela Petrella, 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.

My Commission Expires: 2/15/81

[Signature]
Edward R. Reagan
Notary Public, County, Michigan
OAKLAND

WITNESSES:

[Signature]
Edward R. Reagan

[Signature]
Rocco Arciero

[Signature]
Mary Dulecki

[Signature]
Eleanor Arciero
19745 Purlingbrook
Livonia, Michigan 48150

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 20th day of May 1978, the above named Rocco Arciero and Eleanor Arciero, 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.

My Commission Expires: 2/15/81

[Signature]
Edward R. Reagan
Notary Public, County, Michigan
OAKLAND

WITNESSES

[Signature]
JOHN E LUTTMAN

[Signature]
George Vulaj

[Signature]
CARMEN R. ACCIAIOLI

[Signature]
Palina Vulaj
20741 Seminole
Southfield, Michigan 48075

STATE OF MICHIGAN)
) SS:
COUNTY OF **OAKLAND**)

Personally came before me this 25 day of May 1978, the above named George Vulaj and Palina Vulaj, 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.

JOHN E. LUTTMAN
Notary Public, Wayne County, Mich.
My Commission Expires July 26, 1978
My Commission Expires: 7-26-78

[Signature]
Notary Public, County, Michigan

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF CLERKS OF THE COUNTY OF OAKLAND MICHIGAN

31710

WITNESSES:

Robert L. Smith
ROBERT L. SMITH

Jarmon R. Accinoti
JARMON R. ACCINOTI

Nosh Vulaj
Nosh Vulaj
Victoria Vulaj
Victoria Vulaj
20807 Renselaer
Farmington Hills, Michigan 48024

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 27 day of May 1978, the above named Nosh Vulaj and Victoria Vulaj, 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.

ROBERT LEE SMITH
Notary Public, Oakland County, Mich.
My Commission Expires Nov. 26, 1978

Robert Lee Smith
Notary Public, OAKLAND County, Michigan

My Commission Expires: _____

WITNESSES:

Gerald R. Tack
GERALD R. TACK

Diane Dudus
DIANE DUDUS

William J. Vallie, Jr.
William J. Vallie, Jr.

Sally N. Vallie
Sally N. Vallie
15730 Harrison
Allen Park, Michigan 48101

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 31TH day of MAY 1978, the above named William J. Vallie, Jr., and Sally N. Vallie, 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.

GERALD R. TACK
Notary Public, Wayne County, Mich.
Acting in OAKLAND
My Commission Expires 10-16-79

Gerald R. Tack
Notary Public, WAYNE County, Michigan

My Commission Expires: 10/16/79

WITNESSES:

Edward R. Reagan
Edward R. Reagan

Mary Dulecki
Mary Dulecki

Peter E. Palmer
Peter E. Palmer

Anna R. Palmer
Anna R. Palmer
20482 Delaware
Detroit, Michigan 48240

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 20th day of May 1978, the above named Peter E. Palmer and Anna R. Palmer, 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.

My Commission Expires: 2/15/81

Edward R. Reagan
Notary Public, OAKLAND County, Michigan

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MAY 10 1978
31910

WITNESSES:

Carmen R. Acciaiboli
CARMEN R. ACCIAIBOLI

Deda Vulaj
Deda Vulaj

John E. Luttman
JOHN E. LUTTMAN

Martha Vulaj
Martha Vulaj
21574 Poinciana
Southfield, Michigan 48075

STATE OF MICHIGAN)
COUNTY OF OKLAND) SS:

Personally came before me this 24 day of MAY 1978 the above named Deda Vulaj and Martha Vulaj, 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.

JOHN E. LUTTMAN
Notary Public, Wayne County, Mich.
My Commission Expires July 26, 1978

John E. Luttman
Notary Public, County, Michigan

My Commission Expires: 7-26-78

WITNESSES:

Edward R. Reagan
Edward R. Reagan

Edward M. Murray
Edward M. Murray
5749 Hubbell
Dearborn Heights, Michigan 48177

Mary Dulecki
Mary Dulecki

STATE OF MICHIGAN)
COUNTY OF OKLAND) SS:

Personally came before me this 20th day of MAY 1978, the above named Edward M. Murray, a single man, to me known to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Edward R. Reagan
Edward R. Reagan
Notary Public, Oakland County, Michigan

My Commission Expires: 2/15/81

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

1978 JUL 21 PM 4:06
LYNN D. ALLEN
CLERK - REGISTRY OF DEEDS

Detroit
Edison

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

Phone 645-4378

August 9, 1978

Mr. Augusto Petrella
24887 Ivywood
Farmington Hills, Michigan 48018

Gentlemen:

Re: COLFAX-WOODS SUBDIVISION No. 1

We are enclosing herewith a fully executed copy of the agreement
dated May 20, 1978 for the underground electric and
communication service for the above named project.

Sincerely,



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

OVR/lb
Enclosures

RECORDED 2 1 1978 31710

**Detroit
Edison**

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

Phone 645-4378

May 10, 1978

Mr. Augusto Petrella
24887 Ivywood
Farmington Hills, Michigan 48018

Gentlemen:

Re: COLFAX WOODS SUBDIVISION NO.1

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/lr
Enclosures

RECORDED RIGHTS OF WAY NO.

31710

**Detroit
Edison**

General Office
30460 Telegraph Road
Birmingham, Michigan 48019
(313) 645-4000

May 3, 1978

Mr. Nosh Vulaj
20807 Penselaer
Farmington Hills, Michigan 48024

Dear Mr. Vulaj:


We are writing to you relative to your request for underground electrical service for Colfax Woods Subdivision located in Farmington Hills, Oakland County, Michigan.

In order to prepare the agreement for your signature, we must determine your marital status.

Please forward the above mentioned information in the envelope enclosed at your earliest convenience as this project cannot proceed until subject information is received in this office.

If there are any questions, please feel free to call me at 645-4379.

Sincerely,


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

OVR/lb

RECEIVED
MAY 10 1978

31710

**Detroit
Edison**

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

May 3, 1978

Mr. Nosh Vulaj
20807 Renselaer
Farmington Hills, Michigan 48024

Dear Mr. Vulaj:


We are writing to you relative to your request for underground electrical service for Colfax Woods Subdivision located in Farmington Hills, Oakland County, Michigan.

In order to prepare the agreement for your signature, we must determine your marital status.

Please forward the above mentioned information in the envelope enclosed at your earliest convenience as this project cannot proceed until subject information is received in this office.

If there are any questions, please feel free to call me at 645-4378.

Sincerely,


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

OVR/lb

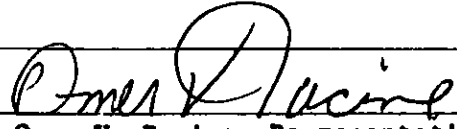
RECORDED RIGHT OF WAY NO.

31710

MEMORANDUM ORDER
FOR GENERAL USE
GS FORM 64 77 12-69

TO DONALD HARRIS DATE 6-20-78 TIME _____

Re: Underground Service - COLFAX WOODS SUBDIVISION No 1
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: ✓ FILE SIGNED: 
REPORT: D. HARRIS, SERVICE PLANNER Omer V. Racine, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

DATE RETURNED _____ TIME _____ SIGNED _____

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

AGREEMENT, made this 25 day of August, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Augusto Petrella, of 24887 Ivywood Drive, Farmington Hills, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 7 lots/buildings numbered 1 thru 7 in the development known as Colfax Woods Subdivision No. 1 (hereinafter called the "Development") located in Township 1N, Range 9E, Section 33, City of Farmington Hills, 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-64170 dated May 6, 1978, 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. 3171D

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 1,097.00. 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.

RECORDED
RICHIE
CITY
MAY 10, 1970

3171D

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 16, 1978, 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 FROM COPY NO.

3171D

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:

Augusto Petrella

24887 Ivywood Drive

Farmington Hills, Michigan 48018

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 Augusto Petrella

By Augusto Petrella
Augusto Petrella

Its OWNER

RECORDED FIRST OF MAY NO. 31910

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>627</u> front lot feet x \$1.75 per front lot foot =	\$	<u>1,097.00</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>
	TOTAL	\$	<u>1,097.00</u>

RECORDED PAGE OF MAY NO. 31710

ATTACHMENT D

AGREEMENT NUMBER C37&J982

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

Estimated Direct Construction Cost	\$ <u>2,756.00</u>
(Excludes engineering overhead costs and administrative cost. When applicable, in- cludes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ <u>2,000.00</u>
(\$500.00 for each residential unit to be immediately served when the under- ground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>1,097.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>1,097.00</u>

RECORDED RIGHT OF WAY NO. 31710



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

DATE: August 25, 1978

Mr. Augusto Petrella
24887 Ivywood Drive
Farmington Hills, Michigan 48018

RE: Colfax Woods Subdivision

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,

Ronald E. Harris
Service Planner

Aug. 25th 1978
Date

DH: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-64170 for this development is in my/our possession and will be used for this purpose.

Name *Augusto Petrella*
Title _____
Name _____
Title _____
Date _____

31710

Detroit
Edison

Date: August 19, 1978

To: Record Center
130 General Offices

From: James Davenport *JD*
Real Estate and Rights of Way Department
Ann Arbor Division

Subject: Agreement-Easement-Restrictions for underground
residential distribution for Read's Green View Estates Proposed Sub.
located in Green Oak Township
Livingston County

Attached for Records Center is the executed agreement dated July 2, 1978
for the above named project. Also enclosed
are other pertinent papers relative to this project
Easements for this project were requested by R. Eichen

Service Planning Department, Howell Office
Ann Arbor Division.

The agreement was negotiated by James Davenport
of the Real Estate and Rights of Way Department
Ann Arbor Division.

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

(Additional Information) _____

Attachment

RECORDED RIGHT OF WAY NO.

31711

APPLICATION FOR U.R.D. EASEMENTS

DE FORM RR 11 5-73

FO DE SE & HW DATE REC'D 3-6-78 DE-BELL NO. 0E8-15

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

Application No. _____
Date MAR. 6 11. 1978

We have included the following necessary material and information:

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 COL FAX WOODS SUBDIVISION #1 County OAKLAND
City/Township/Village FARMINGTON HILLS Section No. 33

Type of Development Subdivision Mobile Home-Park
 Apartment Complex Other

2. Name of Owner AUGUSTO PETRELLA & ROCCO ARCIERO Phone No. 477-9431
Address 24887 IVYWOOD, FARMINGTON HILLS MICH. 48024

Owner's Representative AUGUSTO PETRELLA Phone No. 477-9431

3. Date Service is Wanted MAY 1st 1978

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 TELEPHONE

b. Other utility engineer names, addresses, phone numbers: ENG. C. COX

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

Lot No. _____

8. Additional information or comments: _____

RECORDED RIGHT OF WAY NO. 31210

NOTE: Trenching letter attached will be submitted later.

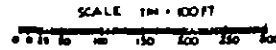
Signed Donald E. Harris
SERVICE PLANNING DEPARTMENT

Address A.D.H. Phone 645-4111

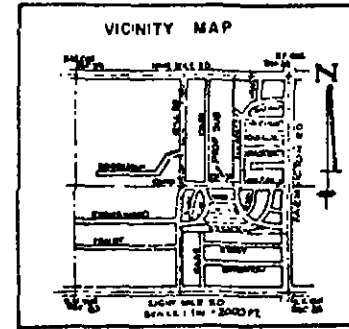
2150 1977
77-19050

COLFAX WOODS SUBDIVISION No 1

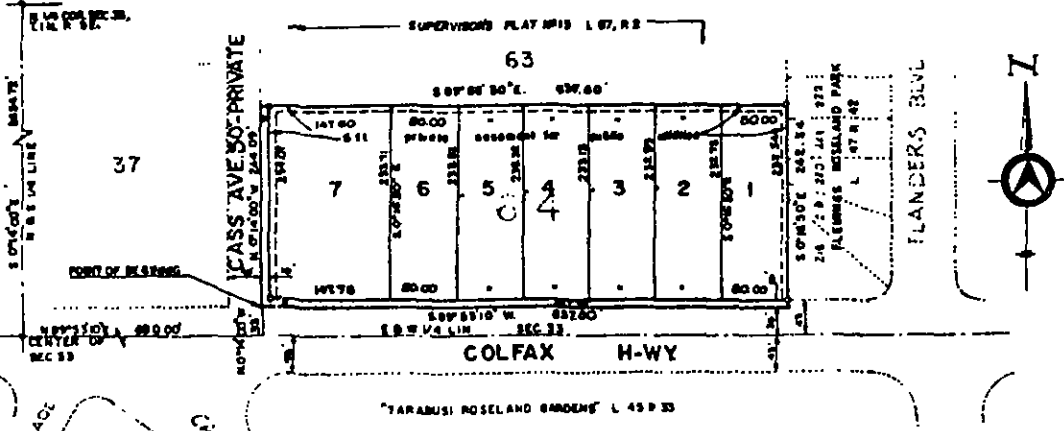
PART OF NE 1/4 OF SECTION 33, T 1 N., R 9 E.
CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN.



PLAT LEGEND
ALL DIMENSIONS ARE SHOWN IN FEET
CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED "O"
LOT CORNERS HAVE BEEN MARKED WITH IRON PIPE 1/2" WD AND 18" LONG
ALL BEARINGS ARE RELATED TO THE ADJACENT PLAT SUPERVISOR'S PLAT NO 15 AS RECORDED IN LIBER 67, PAGE 2, OAKLAND COUNTY RECORDS.



MASON L. BROWN & SON, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
20 MADISON AVE. DETROIT, MICH. 48226



ACKNOWLEDGMENT INDIVIDUAL

STATE OF MICHIGAN }
WAYNE COUNTY } 33.

PERSONALLY CAME BEFORE ME THIS 29 DAY OF December 1976, THE ABOVE NAMED AUGUSTO PETRELLA AND ANGELA PETRELLA, WIFE AND ELENORA ARCIGRO, WIFE KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES

Nov. 10, 1977

MOTARY PUBLIC Edward M. Hickey
GENERAL NOTARY
WAYNE COUNTY
PRINT NAME AND ADDRESS

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR FIVE YEARS PRECEDING December 27 1976 INVOLVING THE LAND INCLUDED IN THIS PLAT.

Donald Williams
DONALD WILLIAMS, COUNTY TREASURER, OAKLAND CO.

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON Jan 4 1977 AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF OAKLAND.

George V. York
GEORGE V. YORK, DRAIN COMMISSIONER

EXAMINED AND APPROVED

Date May 3 1977

William Green
WILLIAM GREEN
PLAT TREASURER
MAY 3 1977

PROPRIETOR'S CERTIFICATE INDIVIDUAL

WE, AS PROPRIETORS, CERTIFY THAT WE CAUSED THE LAND EMBRACED IN THIS PLAT

TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT, AND THAT

COLFAX HIGHWAY FOR THE USE OF THE PUBLIC AND THAT CASS AVENUE, A PRIVATE ROAD, TO BE USED BY LOT OWNERS OF THIS SUBDIVISION AND LOT OWNERS OF SUPERVISOR'S PLAT NO. 15 (AS RECORDED IN LIBER 67, PAGE 2, OAKLAND COUNTY RECORDS) AND THAT THE PUBLIC UTILITY EASEMENTS ARE PRIVATE EASEMENTS.

WITNESS:
Thomas A. Rowart
(PRINT NAME)
THOMAS A. ROWART

Augusto Petrella
AUGUSTO PETRELLA
24887 LIVWOOD
FARMINGTON HILLS, MICHIGAN 4806

Angela Petrella
(PRINT NAME)
ANGELA PETRELLA
24887 LIVWOOD
FARMINGTON HILLS, MICHIGAN 4806

Angela Petrella
ANGELA PETRELLA
24887 LIVWOOD
FARMINGTON HILLS, MICHIGAN 4806

Thomas A. Rowart
(PRINT NAME)
THOMAS A. ROWART

Desco Arciero
DESCO ARCIERO
19745 MURLING BROOK
LIVONIA, MICHIGAN 48150

William Green
(PRINT NAME)
WILLIAM GREEN

William Green
WILLIAM GREEN
19745 MURLING BROOK
LIVONIA, MICHIGAN 48150

150 27

SURVEYOR'S CERTIFICATE

I, WILLIAM G. CARLSON, SURVEYOR, CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND SHOWN ON THIS PLAT DESCRIBED AS FOLLOWS: COLFAX WOODS SUBDIVISION NO. 1, PART OF THE N.E. 1/4 OF SECTION 33, T. 1 N., R. 9 E., CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN, BEING A RE-PLAT OF LOT 64 OF SUPERVISOR'S PLAT NO. 15 OF PART OF THE N.E. 1/4, SECTION 33, T. 1 N., R. 9 E. OF FARMINGTON TWP (NOW CITY OF FARMINGTON HILLS), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 67 OF PLATS, PAGE 2, OAKLAND COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT, S. 0° 14' 00" E. 2634.72 FT. ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 33 AND N. 89° 53' 10" E. 640.00 FT. ALONG THE EAST AND WEST 1/4 LINE OF SECTION 33 AND N. 0° 14' 00" W. 31.00 FT. FROM THE NORTH 1/4 CORNER OF SAID SECTION 33 (SAID POINT OF BEGINNING IS ALSO THE ORIGINAL S.W. CORNER OF SAID LOT 64). THENCE ALONG THE ORIGINAL WESTERLY LINE OF SAID LOT 64, N. 0° 14' 00" W. 244.09 FT. THENCE ALONG THE NORTHEASTLY LINE OF SAID LOT 64, S. 89° 56' 30" E. 637.60 FT. THENCE ALONG THE EASTERLY LINE OF SAID LOT 64 S. 0° 16' 30" E. 442.34 FT. THENCE ALONG THE ORIGINAL SOUTHERLY LINE OF SAID LOT 64, S. 89° 53' 10" W. 637.80 FT. TO THE POINT OF BEGINNING, CONTAINING 3.56185 ACRES OF LAND AND CONSISTING OF SEVEN LOTS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND PLAT BY THE DIRECTION OF THE OWNERS OF SUCH LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT.

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURVEY HAS BEEN DEPOSITED IN THE MUNICIPALITY, AS REQUIRED BY SECTION 125 OF THE ACT, THAT THE ACCURACY OF SURVEY IS WITHIN THE LIMITS REQUIRED BY SECTION 126 OF THE ACT, THAT THE BEARINGS SHOWN IN THE PLAT ARE EXPRESSED AS REQUIRED BY SECTION 124(1) OF THE ACT AND AS EXPLAINED IN THE LEGEND.

MASON L. BROWN & SON, INC.
CIVIL ENGINEERS & LAND SURVEYORS
110 MADISON AVENUE
DETROIT, MICHIGAN 48226

BY William G. Carlson
WILLIAM G. CARLSON, P.E. & R.L.S.
REG. NO. 16259



RECORDED RIGHT OF WAY NO. 31710

150 28

COLFAX WOODS SUBDIVISION N^o 1
PART OF N.E. 1/4 OF SECTION 33, T. 1 N., R. 9 E.
CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN.

150 28

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THE PLAT WAS APPROVED BY THE COUNCIL OF THE CITY OF FARMINGTON HILLS AT A MEETING HELD JAN. 10, 1977 AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. OF 1967.

AND THAT SEWER AND WATER FACILITIES ARE IN AND READY FOR CONNECTION WITHIN THE PLAT.

Floyd A. Cairns
FLOYD A. CAIRNS
CITY CLERK

COUNTY PLAT BOARD CERTIFICATE

THIS PLAT HAS BEEN REVIEWED AND IS APPROVED BY THE OAKLAND COUNTY PLAT BOARD ON January 19, 1977 AS BEING IN COMPLIANCE WITH ALL OF THE PROVISIONS OF ACT 288, P.A. 1967, AND THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Wallace F. Garlin Jr
WALLACE F. GARLIN, CHAIRMAN
BOARD OF COMMISSIONERS
James D. Allen
JAMES D. ALLEN, COUNTY CLERK
REGISTER OF DEEDS
John H. DeLong
JOHN H. DELONG
COUNTY TREASURER

RECORDING CERTIFICATE

STATE OF MICHIGAN
OAKLAND COUNTY

THIS PLAT WAS RECEIVED FOR RECORD ON THE 9th DAY OF December 1977 AT 2:26 P.M. AND RECORDED IN BOOK 152 OF PLATS ON PAGE 2728

James D. Allen
JAMES D. ALLEN
REGISTER OF DEEDS
BY 2700 02/01/77
2700 02/01/77

