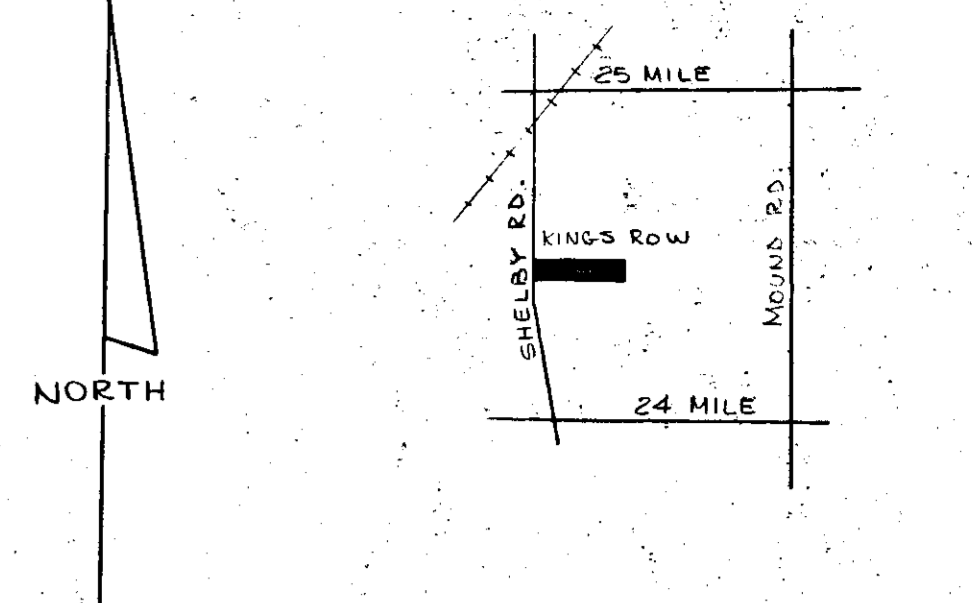


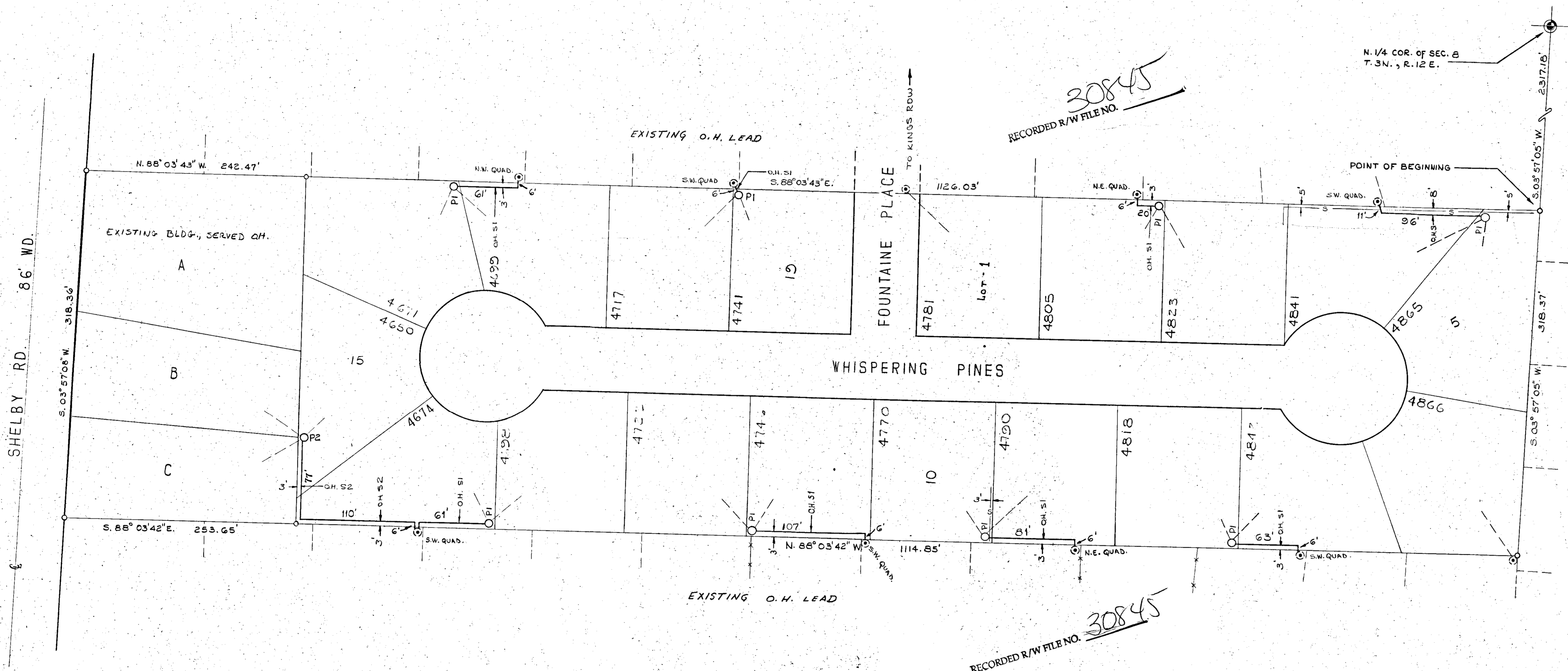
LOCATION SKETCH

U. G. MAP SEC. NOS. 55 29-2



TRANSFORMER DATA

| U.D.T. NO. | SIZE | ED. STK. NO. |
|------------|------|--------------|
| | | |



TRANSFORMER SPECS. _____
 PEDESTAL SPEC.—R13
 NO. OF PEDESTALS 9

- CODE -

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

CABLE SUMMARY

| ITEM# | DESCRIPTION | QUANTITY | NOTE |
|---|-------------|----------|---------|
| #2APEC X 1 <td>13.2 KV</td> <td>713-3029</td> <td>NONE</td> | 13.2 KV | 713-3029 | NONE |
| AP2-380M & 1-4/0 <td>600 V.</td> <td>713-0537</td> <td>1250' ±</td> | 600 V. | 713-0537 | 1250' ± |
| AP2-2/0 & 1-#1 <td>600 V.</td> <td>713-0614</td> <td>NONE</td> | 600 V. | 713-0614 | NONE |

TRENCH SUMMARY

| | |
|------------|--------|
| JOINT USE | 540 |
| D. E. ONLY | 200' ± |
| TEL. ONLY | NONE |
| TOTAL | 740' ± |

SITE SUPT. _____
 PHONE NO. _____

- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E. CO.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-2369 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-2-11 (S.I.M.) DETAIL " " FOR ENTRANCE
 POINT DETAILS (APTS. ONLY)
 SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES,
 TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).
 D.E. SERVICE PLANNER: LAWRENCE 465-6201 X-314
 TEL. CO.: WILKINSON 332-0590

CONTACT "MISS DIG" (6477-344) BEFORE
 DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE 10'
 TEN FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

NOTIFICATION, SHELBY TOWNSHIP

| D | C | B | A | REFERENCE |
|----------|------------|-------------|--|------------|
| | | | REVISED TO SHOW RELOCATION OF CABLE POLE & PEDESTAL IN LOT 11. | |
| DRAWN BY | CHECKED BY | APPROVED BY | DRAWN BY | CHECKED BY |
| | | | | |

| NAME | DATE | JOB TITLE |
|--------------------|---------|-----------|
| JOE MARTIN JR | 12-1-76 | |
| G. Lawrence | 12-3-76 | |
| Bob Williams | 12-6-76 | |
| P.P. Hopper (R.P.) | 12-6-76 | |

DIRECT BURIED SYSTEM -URD-
PINE GROVE SUBDIVISION
 PART OF THE NW 1/4 OF SECTION 8
 T.3N., R.12E.
 SHELBY TOWNSHIP MACOMB COUNTY

| THE DETROIT EDISON COMPANY | | |
|-----------------------------|----------------------|-------------------|
| SERVICE PLANNING DEPARTMENT | | |
| SCALE | NUMBER OF UNITS | WORK ORDER NUMBER |
| 1" = 50' | 21 | 367 B98 050 |
| LATEST REVISION | DISTRIBUTION CIRCUIT | |
| A | 8403 Disco | 13.2KV |
| DEPT. ORDER NUMBER | | |
| A-74341 | SHEET 1 OF 1 SHEETS | |

RECORDED RIGHT OF WAY NO. 30845

30845

**Detroit
Edison**

MACOMB DIVISION

Date: March 8, 1977

To: Margaret Horvath
Records Center

From: David R. Winfield *DRW*
Real Estate, R/W and Claims
Macomb Division

Subject: Agreement-Easement-Restrictions for Pine Grove Sub-
division, Part of the Northwest 1/4 of Section 8, Town
3 North, Range 12 East, Shelby Township, Macomb County,
Michigan.

Attached are the Agreement-Easement-Restrictions for the sub-
division described above and the memorandum to Service Planning
Department to proceed with construction.

The Easement was requested by Arthur Lawrence of Detroit Edison
Company's Service Planning Department, Macomb Division. The
Agreement was negotiated by Michigan Bell Telephone Company.

The Detroit Edison Company and Michigan Bell Telephone Company
made this agreement with Anthony S. Chirco, President, Angela F.
Chirco, Secretary, of Classic Residential Construction Company,
Inc., Carlton H. Trisch and Helen M. Trisch, the developers of
Pine Grove Subdivision.

Please make the attached papers a part of the Rights of Way file.

DRW:pb

Attachment

RECORDED RIGHT OF WAY NO. 30845

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

TO A. Lawrence, Ser. Pl., Macomb Division DATE 2-1-77 TIME _____

RE: Underground Service - Pine Grove Subdivision, Shelby Township, Macomb County.

Agreement-Easement-Restrictions obtained. OK to proceed with construction.

COPIES TO: Lines Office Manager

SIGNED

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

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 18th day of January, 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".

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the
Township of Shelby, Macomb 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.

RECORDED RIGHT OF WAY NO. 30845

RECORDED IN MACOMB COUNTY
RECORDS AT: 2:50 P.M.

FEB - 7 1977

Edna Hill

CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

DRAFTED BY: AND RETURN TO:
MELFORD HARTMAN
MICHIGAN BELL TELEPHONE CO.
20811 KELLY RD. RM. L-1
EAST DETROIT, MICHIGAN 48021

136

(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.

(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 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 and/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 and/or BELL 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 accommodate 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. When 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 ground is frozen.

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

RECORDED RIGHT OF WAY NO. 30845

(14) Upon the further acceptance and recording of the plat for the above described land, the easements 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 Misiak
MARY ANN MISIAK

I. Katherine Hayes
I. KATHERINE HAYES

Grace Cushman
GRACE CUSHMAN

Melford Hartman
MELFORD HARTMAN

Michael F. Lees
Michael F. Lees

Maria Wallen
Maria Wallen

Antonino Trupiano
Antonino Trupiano

Donald J. Foltz
Donald J. Foltz

THE DETROIT EDISON COMPANY

By Robert R. Tewsbury
ROBERT R. TEWSBURY, DIRECTOR
Real Estate and Rights-of-Way Dept.

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

MICHIGAN BELL TELEPHONE COMPANY

By R. H. Shelton
R. H. SHELTON
DIVISION STAFF ASSISTANT
(Authorized Signature)

CLASSIC RESIDENTIAL CONSTRUCTION CO., INC
A Michigan Corporation
52448 Southdown
Utica, Michigan 48087

By Anthony F. Chirco
Anthony F. Chirco, President

By Angela F. Chirco
Angela F. Chirco, Secretary

Carlton H. Trisch
Carlton H. Trisch

Helen M. Trisch
Helen M. Trisch, Husband and wife
521 Ruskin
Algonac, Michigan 48001

RECORDED RIGHT OF WAY NO. 30845

STATE OF MICHIGAN

COUNTY OF Macomb

The foregoing instrument was acknowledged before me this date 18th January 1977
by Anthony F. Chirco, President and Angela F. Chirco, Secretary of CLASSIC RESIDENTIAL
CONSTRUCTION COMPANY, INCORPORATED, A Michigan Corporation.

Notary Public Carmela Mazurca
Macomb **CARMELA MAZURCA**
County, Michigan

My Commission Expires June 4, 1980

STATE OF MICHIGAN

COUNTY OF Macomb

The foregoing instrument was acknowledged before me this date 18th January 1977
by Carlton H. Trisch and Helen M. Trisch, husband and wife.

Notary Public Carmela Mazurca
Macomb **CARMELA MAZURCA**
County, Michigan

My Commission Expires June 4, 1980

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 27th day of January, 1977, before me, the
subscriber, a Notary Public in and for said County, personally appeared
Robert R. Tewksbury and Irene C. Kata
to me personally known, who being by me duly sworn, did say that they are
the Director, R/E & R/W Dept. and Assistant Secretary
of THE DETROIT EDISON COMPANY, 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 Robert R. Tewksbury and Irene C. Kata
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: _____

T. KATZBERG
Notary Public

Notary Public, Genesee County, Mich.
Acting in _____

My Comm. Expires February 10, 1980

County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

On this 21st day of January, 1977, before me, the
subscriber, a Notary Public in and for said County, appeared K. H. SHELTON
to me personally known, who being by me duly sworn, did say that he is
DIVISION STAFF ASSISTANT authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan Corporation, and that the said instrument was signed in behalf of said
Corporation, by authority of its Board of Directors, and K. H. SHELTON
acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: _____

MELFORD HARTMAN
Notary Public

Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1979

Melford Hartman
Notary Public

County, Mich.

APPENDIX A

The proposed Pine Grove Subdivision part of the N.W. 1/4 of Section 8, T. 3N., R. 12E.,
Shelby Township, Macomb County, Michigan: Commencing at the North 1/4 Corner Section
8, T. 3N., R. 12E., Shelby Township, Macomb County, Michigan; thence S. 03° 57' 05"
W. 2317.18 feet along the N-S 1/4 line to the Point of Beginning; thence continuing
S. 03° 57' 05" W. 318.37 feet along the N-S 1/4 line which is the West line of
Twilight Subdivision No. 2 as recorded in Liber 53 Pages 1 and 2 of the Macomb
County Records, to the center post of Section 8; thence N. 88° 03' 42" W. 1114.85
feet along the E-W 1/4 line which is the North line of Tanglewood Subdivision as
recorded in Liber 49 pages 2 and 3 of the Macomb County Records; thence N. 01° 56'
17" E. 318.16 feet to a point on the south line of Lake Royale Subdivision as re-
corded in Liber 59, pages 35 and 36 of the Macomb County Records; thence S. 88° 03'
43" E. 1126.03 feet to the Point of Beginning encompassing 8.184 acres and containing
Lots 1 thru 19 inclusive.

RECORDED RIGHT OF WAY 30845



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

DATE: June 28, 1976

Amurcon Corp.

26555 Evergreen

Southfield, Michigan

RE: Pinebrook Condominiums Step II Bldg. 6

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, the Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on _____.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable (s) is \$ 930.00 based on 465 trench feet or _____ 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 \$ none per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

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 _____, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 930.00 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.

RECORDED ALPHABETICALLY
30845

Pinebrook Condominiums Step II Bldg. #6

Date June 28, 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,

Dale R. Bergin
Service Planner

ACCEPTED:
Name George J. Patrick
Title Const. Super
Name _____
Title _____
Date _____

Enc: Grading Certificate

RECORDED RIGHT OF WAY NO. 30845



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

DATE: June 28, 1976

Amurcon Corp.

26555 Evergreen

Armen Kalaydjian Project Manager

RE: Pinebrook Condominiums Step II Bldg. #6

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,

Dale R. Bergin
Service Planner

6-29-76
Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-74232 for this development is in my/our possession and will be used for this purpose.

Name Gorge J. Polich
Title Const Super

Name _____

Title _____

Date _____

RECORDED RIGHT OF WAY NO. 30845

PINE GROVE SUBDIVISION

RECORDED RIGHT OF WAY NO. 30845

PART OF THE N.W. 1/4 OF SECTION 8,
T.3N., R.12E., SHELBY TOWNSHIP,
MACOMB COUNTY, MICHIGAN

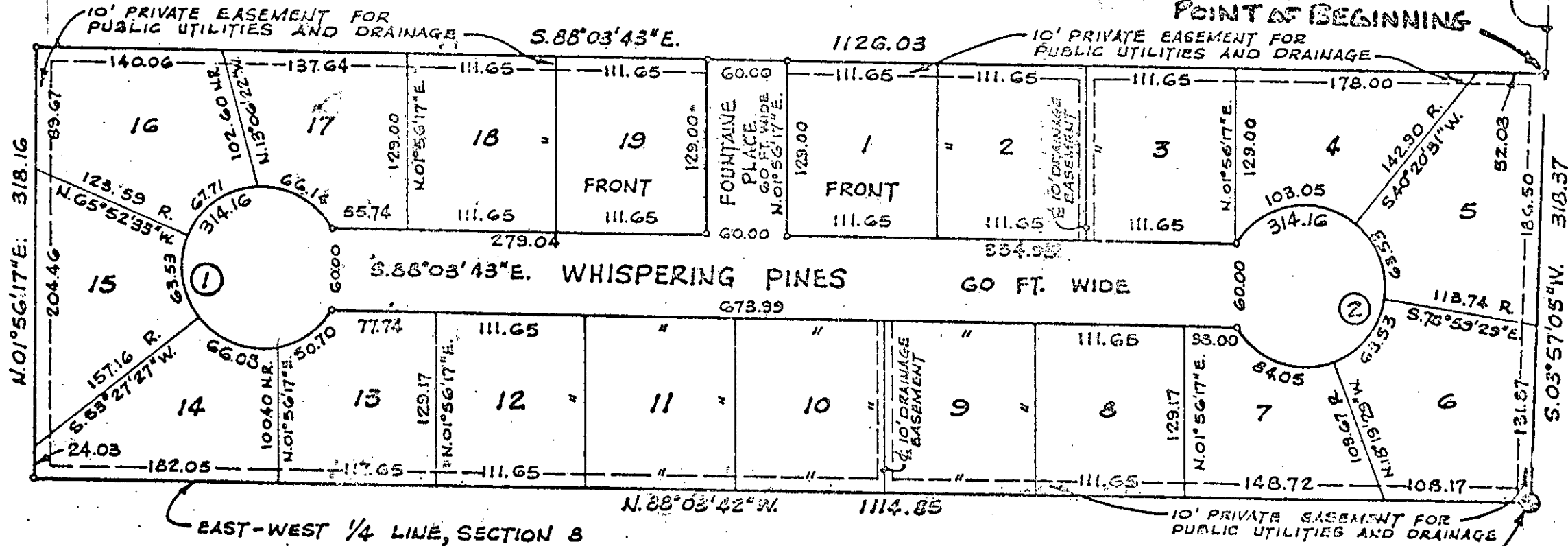
NORTH 1/4 CORNER
SECTION 8 T3N R12E
SHELBY TOWNSHIP
MACOMB COUNTY
MICHIGAN

LAKE ROYALE SUBDIVISION
LIBER 59, PAGES 35 & 36

"AS PROPOSED"

POINT OF BEGINNING

LIBER 2769 PAGE 206



CENTER POST
SECTION 8, T.3N., R.12E.,
SHELBY TWP.
MACOMB COUNTY, MICHIGAN

N. - S. 1/4 LINE SECTION 8
S. 03° 57' 05" W.
231718

S. 03° 57' 05" W.
318.37