

Detroit  
Edison

Date: June 14, 1985

To: F. C. Bryant  
Real Estate Coordination Specialist

From: R. E. Reynolds, Supervising Engineer  
Equipment and Methods Section *RECR*

Subject: Partial Release of Right of Way No. 31891  
SE 1/4 of Section 28  
W. Bloomfield Township, Oakland County

The attached inquiry from Norman J. Cohen, requesting a release of Right of Way No. 31891, has been reviewed.

The Planning, Construction, and System Engineering Departments have no objections to granting this request. There are no transmission facilities at this location, and the System Engineering Department has no present need for a right of way in this area.

The Oakland Division should be contacted for their comments and recommendations regarding this request.

Approved:

*I. E. Olivier*

I. E. Olivier, Assistant Director  
Stations Engineering Division

Approved:

*R. L. Nugent*  
R. L. Nugent, Assistant Vice President and Manager  
Engineering and Construction

DB/

attachments

cc: File NW 4305

RECORDED  
RELEASE  
RECORDED RIGHT OF WAY NO. 31891

Detroit  
Edison

T, Ø 0225

Date: July 9, 1985  
To: D. Francisco  
From: J. McDonald *JM*  
Subject: Project No. NW 4305  
Partial Release of R/W #31891 - Biltmore Associated, Inc.  
S.E. 1/4 of Section 28, West Bloomfield Twp., Oakland Co.

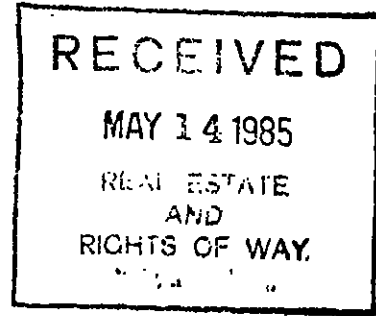
We have no objection to the above request in that the customer is paying for Detroit Edison relocation and is granting new easements.

JM/lis

RECORDED RIGHT OF WAY NO.

31891

RELEASE



April 10, 1985

Mr. Robert R. Tewksbury  
Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

Re: Thornberry (S. E. 1/4 of Section 28, West Bloomfield Township)

Dear Mr. Tewksbury:

Please be advised that the undersigned is the owner of the lands on which the Thornberry development is presently being constructed. This development is more particularly delineated on the enclosed survey. Among other things, the survey shows that a public utility easement in your favor recorded in Liber 7728, pages 858 through 864 conflicts with some of our proposed buildings and parking lots.

It is our request that this easement be vacated to the extent that it impacts our site and that new easements be established in locations which will serve the proposed buildings on the site plan.

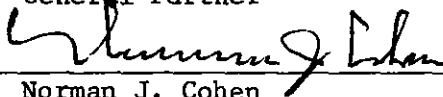
In support of this request, we are enclosing herewith copies of the deeds conveying title in the undersigned for the subject site.

Very truly yours,

MAPLE VILLAGE APARTMENTS LIMITED PARTNERSHIP

By: BILTMORE-MAPLE LIMITED PARTNERSHIP  
General Partner and Limited Partner

By: BILTMORE ASSOCIATES, INC.  
General Partner

By:   
Norman J. Cohen  
President

NJC:jk  
Enclosures

cc: Michael Cole, Esq. (Commitment #63-228845)  
Abraham Ran

RECORDED RIGHT OF WAY NO. 31891

RELEASE



APARTMENTS

(LIGEN 7278 PAGE 763)

(75 84257)

50 12233

THIS INSTRUMENT IS RE-RECORDED WITH AN "AS INSTALLED" DRAWING AS SHOWN IN APPENDIX "A"

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 23<sup>RD</sup> 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 called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL".

WITNESSETH:

WITNEAS, Owners are erecting apartments known as POTOMAC TOWNE PHASE 3 & 4 on land in the TOWNSHIP of WEST BLOOMFIELD

County of OHAWLAND, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of 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) 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.
- (3) 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 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 the time damage occurred.
- (4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an "as installed" drawing are not guaranteed; actual locations can be determined after contact with utilities.
- (5) Owners to pay the cost of conduit for electric and/or communication facilities to accommodate patics or similar site conditions.
- (6) Easements herein granted are subject to the following restrictions and additional conditions:
  - a. Said easements shall be subject to Orders of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
  - b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

RECORDED RIGHT OF WAY NO. 31891

PLEASE RETURN TO: MICHIGAN BELL TELEPHONE CO. 333 STENOGRAPH & NEWS BLDG 205 1501 MICHIGAN AVE DETROIT, MICHIGAN 48226

DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 FLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

700 15.00

c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.

d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.

e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.

f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing and maintaining their electric and communication lines and facilities.

h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigned of the parties hereto.

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

IN THE PRESENCE OF:

THE DETROIT EDISON COMPANY

Mary Ann Klos  
MARY ANN KLOS

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

Barbara Ann Maher  
BARBARA ANN MAHER

By Irene C. Kata 6-13-78  
IRENE C. KATA ASST. SECRETARY  
MICHIGAN BELL TELEPHONE COMPANY

Charles V. Claphan  
CHARLES V. CLAPHAN

By Robert K. Crownhurst  
ROBERT K. CROWNHURST  
Staff Supervisor, Right of Way  
(Authorized Signature)

J. Douglas Roy  
J. DOUGLAS ROY

RECORDED RIGHT OF WAY NO. 31892  
JUN 13 1978  
MICHIGAN BELL TELEPHONE COMPANY  
RECORDS SECTION  
DETROIT, MICHIGAN

COUNTY OF WAYNE )

On this 15th day of June, 1978, 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, Real Estate and Rights of Way 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: August 23, 1978

Barbara Ann Maher  
 Notary Public **BARBARA ANN MAHER**

Wayne County, Michigan

STATE OF MICHIGAN )

) SS

COUNTY OF OAKLAND )

On this 31st day of May, 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 K/W 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 ROBERT K. CROWHURST acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: DEC. 19, 1978 Charles V. Claphan  
 Notary Public **CHARLES V. CLAPHAN**

LIVINGSTON County, Michigan

RECORDED RIGHT OF WAY NO.

31891

James S. Allen  
 LYNN E. ALLEN  
 CLERK-TREASURER  
 OFFICE OF THE CLERK-TREASURER

FEB 12 AM 9:17

PHASES III AND IV

A parcel of land located in and being part of the Southeast 1/4 of Section 28, Town 2 North, Range 9 East, West Bloomfield Township, Oakland County, Michigan, being more particularly described as follows: Commencing at the Southeast corner of said Section 28 (1/2" pipe); thence North 00 degrees 11 minutes 08 seconds West 150.00 feet along the East line of Section 28, also being the center line of Farmington Road; thence South 89 degrees 50 minutes 18 seconds West 943.57 feet to the point of beginning; thence North 83 degrees 18 minutes 43 seconds West 387.11 feet; thence North 70 degrees 46 minutes 31 seconds West 290.90 feet; thence North 59 degrees 03 minutes 17 seconds West 784.11 feet; thence North 51 degrees 31 minutes 53 seconds West 490.60 feet; thence North 00 degrees 01 minute 48 seconds East 590.86 feet; thence South 89 degrees 22 minutes 48 seconds East 715.00 feet; thence South 00 degrees 37 minutes 12 seconds West 253.00 feet; thence South 11 degrees 04 minutes 39 seconds West 160.76 feet; thence North 89 degrees 22 minutes 48 seconds West 28.00 feet; thence South 00 degrees 37 minutes 12 seconds West 200.00 feet; thence South 39 degrees 22 minutes 48 seconds East 430.00 feet; thence North 00 degrees 37 minutes 12 seconds East 15.00 feet; thence South 89 degrees 22 minutes 48 seconds East 225.00 feet; thence South 00 degrees 37 minutes 12 seconds West 242.00 feet; thence South 89 degrees 22 minutes 48 seconds East 40.00 feet; thence South 00 degrees 37 minutes 12 seconds West 230.00 feet; thence South 89 degrees 22 minutes 48 seconds East 193.00 feet; thence South 00 degrees 37 minutes 12 seconds West 175.00 feet; thence South 74 degrees 48 minutes 12 seconds East 113.56 feet; thence South 86 degrees 59 minutes 29 seconds East 70.32 feet; thence South 01 degree 18 minutes 53 seconds East 146.98 feet to the point of beginning, together with all right, title and interest of the Grantee in and to any strips and/or gores adjoining or abutting said premises. Containing 24.886 acres.

Witness:

*G. J. Sweeney*  
G. J. SWEENEY  
*James B. Meyers*  
JAMES B. MEYERS

Potomac Towne Property Company  
A New York Limited Partnership

*Donald E. Waldman*  
By: Donald E. Waldman,  
Vice President

By: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  ) SS  
COUNTY OF OAKLAND )

On this 23rd day of May, 1978, before me, a Notary Public personally appeared Donald E. Waldman -- Vice President to me personally known, who being by me duly sworn, did respectively say that he (is, are) (a) member(s) of the partnership known as Potomac Towne Property Company, a New York limited-partnership which executed the within instrument and that he acknowledged said instrument to be the free act and deed of the said partnership.

My Commission Expires: June 16, 1981

KIMBERLY ANNE SEERY  
Notary Public, Oakland County, MI  
My Commission Expires June 16, 1981

*Kimberly Anne Seery*  
Notary Public

Oakland County, Michigan

RECORDED WITH OF PAY NO. 31891



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

AGREEMENT, made this 8 day of May, 1978, between The Detroit Edison Company, hereinafter called the "Company" and Potomac Town Property Company, I, c/o CDC Systems, Inc., with offices at 6301 Potomac Cir., West Bloomfield, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 3 lots/buildings numbered 41, 42 & 46 in the development known as Potomac Town II, Step III (hereinafter called the "Development") located in Township 2N, Range 9E, Section 28, West Bloomfield 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 # 78A-64110 dated March 23, 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:

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 HIGHWAY TAX NO. 31891

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 2,520.00. 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 RIGHT OF WAY NO.

31891

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 May 22, 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 RIGHT OF WAY NO. 31891

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:

Potomac Town Property Company, 1  
c/o CDC Systems, Inc.  
6301 Potomac Cir.

West Bloomfield, Michigan 48033

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 Potomac Town Property Co., 1**

By Gerald J. Sweeney  
Gerald J. Sweeney

Its Assistant Vice President

of CDC Systems, Inc. Constr Mgmt Agent

RECORDED RIGHT OF WAY NO. 31891

**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		
	_____ front lot feet x \$1.75 per front lot foot =	\$	<u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>840</u> trench feet x \$1.90 per trench foot =	\$	<u>1,596.00</u>
	<u>200</u> KVA of installed transformer capacity x \$4.00	\$	<u>800.00</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><b>2,396.00</b></u>

RECORDED RIGHT OF WAY NO. 31891

ATTACHMENT D

AGREEMENT NUMBER C278J755

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

Estimated Direct Construction Cost . . . . .	\$	<u>2,520.00</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>124.00</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$	<u>2,396.00</u>
<b>TOTAL PAYMENT REQUIRED \$</b>		<b><u>2,520.00</u></b>

RECORDED RIGHT OF WAY NO. 31891

**Detroit  
Edison**

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

DATE: May 8, 1978

Potomac Town Property Company, I  
c/o CDC Systems, Inc.  
6301 Potomac Cir.  
West Bloomfield, Michigan 48033

RE: Potomac Town II, Step III

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,

Carl Thomas  
Service Planner

5/8/78  
Date

CT:dp

RECORDED NIGHT OF MAY MO. 3/8/91

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-64110 for this development is in my/our possession and will be used for this purpose.

G. J. Sweeney  
Name G. J. Sweeney  
Asst. Vice President  
Title CDC Systems, Inc. Constr Mgmt Agent  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date 5-15-78

MEMORANDUM ORDER  
FOR GENERAL USE  
OE FORM NO 77 12-69

TO CARL THOMAS DATE 6-13-78 TIME \_\_\_\_\_

Re: Underground Service - POTOMAC TOWN II PHASE 3-4  
Agreement and Easements obtained - OK to proceed with construction. Per MST

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

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_



# CROSS REFERENCE

NAME OR SUBJECT RECORDED RIGHT-OF-WAY NO. 31891

FILE NO.

REGARDING Indenture of Release (9659/78), Bankers  
Trust Company to The Detroit Edison  
Company.

DATE September 22, 1986

## SEE

MORTGAGE - GENERAL AND REFUNDING

NAME OR SUBJECT

Release from Lien of Mortgage

FILE NO.

Release No. 415

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM NO 77 12-53

TO P. TRAVIS

DATE 9-30-77 TIME \_\_\_\_\_

Re: Underground Service - Fox Run Green NO 8

Agreement and Easements obtained - OK to proceed with construction. Per MBT

COPIES TO: Files ✓

REPORT Paul TRAVIS Service Planner

SIGNED Omer V. Radine

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

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM MS 77 12-55

TO CARL THOMAS

DATE 6-13-78 TIME \_\_\_\_\_

Re: Underground Service - POTOMAC TOWN II PHASE 3-4

Agreement and Easements obtained - OK to proceed with construction. Per MST

COPIES TO: FILE

REPORT CARL THOMAS, SERVICE PLANNER

SIGNED

Omer V. Racine

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

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

**Detroit  
Edison**

REAL ESTATE AND RIGHTS OF WAY

Project No. TØ 0225

Date: September 30, 1986  
To: V. C. Sullivan  
Records Center  
From: D. L. Francisco  
Subject: Release of Right of Way No. 31891

Attached are papers related to the Release of Right of Way granted to Maple Village Apartments Limited Partnership, whose address is 2900 West Maple Road, Troy, MI 48084, on September 24, 1986.

The property is located in the SE 1/4 of Section 28 of West Bloomfield Township, Oakland County, Michigan.

There was no document preparation fee involved. The customer paid for relocation costs and granted new easements.

Please incorporate these papers into Records Center File No. 31891.

Approved:  
Barbara Mention-Fulton  
Barbara Mention-Fulton  
Supervisor, Real Estate Services

DLF/blg

attachments

cc: D. Barkley                      R. A. Gloger                      J. McDonald  
G. W. Flowerday                  A. L. Heitsch

RECORDED RIGHT OF WAY NO. 31891

RELEASING

RELEASE OF RIGHT OF WAY

WHEREAS, POTOMAC TOWNE PROPERTY COMPANY, a New York Limited Partnership, of 200 Executive Drive, West Orange, New Jersey 07052, granted to THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, an easement for maintenance of its lines for the transmission and distribution of electricity, dated May 23, 1978, and recorded August 8, 1978, in Liber 7278, Pages 763-766, Oakland County Records, and re-recorded February 12, 1980 in Liber 7728, Pages 858-861, Oakland County Records, upon, over and across property located in the Township of West Bloomfield, Oakland County, Michigan, described as:

Being part of the Southeast 1/4 of Section 28, Town 2 North, Range 9 East, more particularly described as follows: Commencing at the Southeast corner of said Section 28 (1/2" pipe); thence North 00°11'08" West, 150.00 feet along the East line of Section 28, also being the center line of Farmington Road; thence South 89°50'18" West, 943.57 feet to the point of beginning; thence North 83°18'43" West, 387.11 feet; thence North 70°46'31" West, 290.90 feet; thence North 59°03'17" West, 784.11 feet; thence North 51°31'53" West, 490.60 feet; thence North 00°01'48" East, 590.86 feet; thence South 89°22'48" East, 715.00 feet; thence South 00°37'12" West, 253.00 feet; thence South 11°04'39" West, 160.76 feet; thence North 89°22'48" West, 28.00 feet; thence South 00°37'12" West, 200.00 feet; thence South 89°22'48" East, 430.00 feet; thence North 00°37'12" East, 15.00 feet; thence South 89°22'48" East, 225.00 feet; thence South 00°37'12" West, 242.00 feet; thence South 89°22'48" East, 40.00 feet; thence South 00°37'12" West, 230.00 feet; thence South 89°22'48" East, 193.00 feet; thence South 00°37'12" West, 175.00 feet; thence South 74°48'12" East 113.56 feet; thence South 86°59'29" East, 70.32 feet; thence South 01°18'53" East, 146.98 feet to the point of beginning, together with all right, title and interest of the Grantee in and to any strips and/or gores adjoining or abutting said premises. Containing 24.886 acres.

WHEREAS, THE DETROIT EDISON COMPANY has no equipment located within the above described easement,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, THE DETROIT EDISON COMPANY, does, by these presents, expressly release, quit claim and abandon the above-mentioned easement and all rights acquired by virtue of the aforementioned Right of Way Grant, dated May 23, 1978.

IN WITNESS WHEREOF, THE DETROIT EDISON COMPANY, through its duly authorized officers, has caused this Release to be executed on this 24th day of Sept, 1986.

In the Presence of:

Diane L. Francisco  
Diane L. Francisco  
Janet A. Scullen  
Janet A. Scullen

THE DETROIT EDISON COMPANY  
By: [Signature]  
R. R. Tewksbury, Director Real Estate and Rights of Way  
By: [Signature]  
ELAINE M. GODFREY ASSISTANT SECRETARY

STATE OF MICHIGAN )  
  )SS  
COUNTY OF WAYNE    )

The foregoing instrument was acknowledged before me this 25th day of September, 1986, by E. R. Tewksbury and Elaine M. Godfrey of THE DETROIT EDISON COMPANY, a Michigan corporation, on behalf of said corporation.

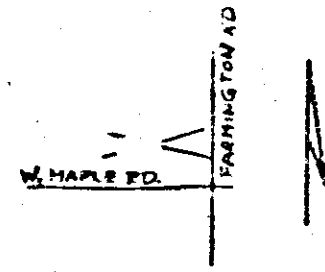
Prepared by: James J. Daskaloff  
2000 Second Avenue  
Detroit, MI 48226

[Signature]  
Notary Public, Macomb County, MI  
My Commission Expires: 7-31-89  
Acting in Wayne County

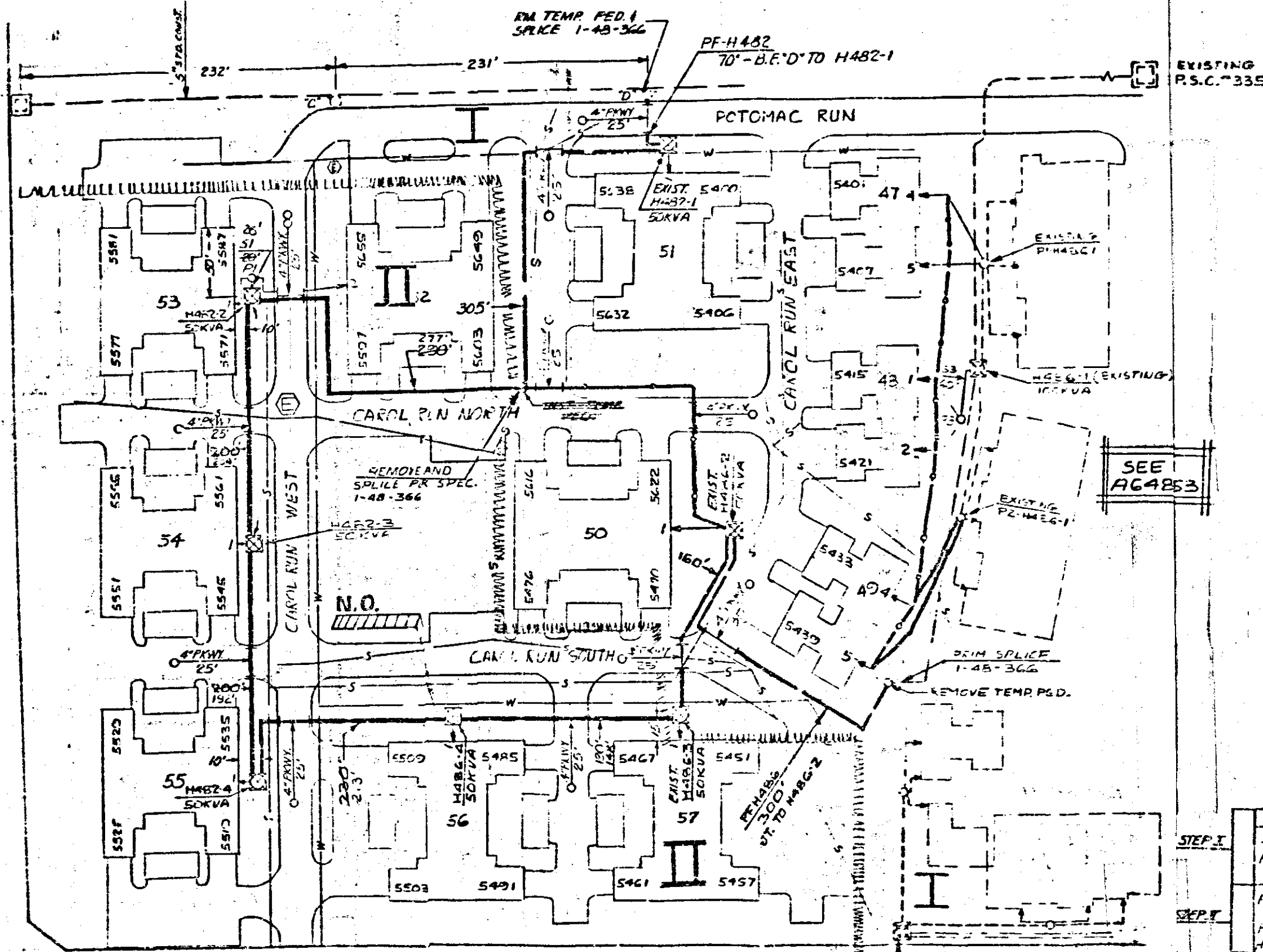
RELEASE  
RECORDED RIGHT OF WAY NO. 31871

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.		
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.	<i>[Signature]</i>	4/22/86
SYSTEMS ENG. DEPT.	<i>[Signature]</i>	5-9-86
TAX DEPT.	<i>[Signature]</i>	5-1-86

*fmb*  
*bag 4/30/86*



EXISTING P.S.C. 336



EXISTING P.S.C. 335

SEE A64853

**NOTICE**  
Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG, on 800-432-7171 as required by Public Act 53 of 1974 before doing any power excavating.

TRANSFORMER SPEC. 1-32-310 E 7/11/24  
PEDESTAL SPEC. 2-22-1-1-2-251  
NO. OF PEDESTALS STEP I - 2 STEP II - 1

**- CODE -**

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (IDEAL) FRONT TYPE
- ⊡ UOT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ UOT (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

**STEP II CABLE SUMMARY**

ITEM#	2APEC X 1132 KV	71'0537	375'
ITEM#	AP2-350M & 1-4/0 600 V.	71'0537	60'
ITEM#	AP2-2/0 S 1-#1 600 V.	71'0514	0'

**TRENCH SUMMARY STEP I STEP II**

JOINT USE	245'	800'	284'
D. E. ONLY	0'	175'	
TEL ONLY	610'	0'	
<b>TOTAL</b>	<b>1255'</b>	<b>975'</b>	<b>284'</b>

SITE SUPT. JERRY SWEENEY  
PHONE NO. 661-1120

**- GENERAL NOTES -**

TRENCHING TO BE DONE BY MBT  
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
SEE DRAWING UI-1-2369 FOR TRANS. MAT. DETAILS.  
SEE PAGE 32-11 (S.I.M.) DETAIL "D" FOR ENTRANCE POINT DETAILS (APT. ONLY)  
SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (USE ONLY).  
J.E. SERVICE PLANNER: JERRY SWEENEY S. 645-4117  
TEL. CO.: JERRY SWEENEY 728-576

CONTACT "MISS DIG" (647-344) BEFORE DOING ANY EXCAVATION.  
EASEMENTS INDICATED BY OUR CENTER LINES ARE 18' SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

**NOTIFICATION ONLY**  
**- PERMITS REQUIRED -**

**TRANSFORMER DATA**

U.D.T. NO.	SIZE	ED. STK. NO.
H482-1	5 KVA	
H486-2		
-3		
H482-2		
-3		
H482-4		
H486-4	5 KVA	

START DATE STEP I 12-4-79 STEP II 4-5-79

D	C	B	A	REFERENCE	DATE
		AS INST. D PRINT START DATE 4-6-79 ENG. DATE 7-19-79 NOTES & M.S. BY KRW/KMT STEP II 7/19/79	ADDED STEP II 7/19-64638 W.O. # 367B4J565	URD WBL-11 A64853	7-19-79

POTOMAC TOWNE NO. III		THE DETROIT EDISON COMPANY	
SE. 1/4 SEC. 28		SERVICE PLANNING DEPARTMENT	
WEST BEECHFIELD TWP.		SCALE 1"=50'	WORK ORDER NUMBER 30784-1-3
		LATEST REVISION A	DIST. BY CIRCUIT 8231 DAVIS
		DEPT. ORDER NUMBER 770-64471	

RECORDED RIGHT OF WAY NO. 31891