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RIGHT OF WAY FILE #

R32106

PROJECT #

DEPARTMENT ORDER #

89A 73584

CROSS REFERENCE #

PROJECT DESCRIPTION

CHESTERFIELD FARMS A

SSOCIATES

24901 NORTHWESTERN HIGHWA

Y SUITE 700

SOUTHFIELD

3042

SECTION 16

CHESTERFIELD

T3N R14E

FOSTER

TWENTY THREE MILE

+

+

R/W TYPE

D

X

Y

MAP

N

X

O

RR TOWNSHIP

OH / UG

OH

UG

ST #1

MI

ZIP CODE #1

48075

ST #2

ZIP CODE #2

AGREEMENT DATE

120178

AGREEMENT TYPE

R P C

PAGE #

512

DRAWING R/W #

QUARTER SECTION 2

1/4 1/2

QUARTER SECTION 1

S X

1/4 1/2

COUNTY

MACOMB

RTE OF LINE

N/S E/W B

DIVISION CODE

X

A D M O T W

OUT LOT

BLOCK #1

LOT #1

BLOCK #2

LOT #2

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4.

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 1st day of December, 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:

WHEREAS, Owners are erecting apartments known as Chesterfield Farms Apartments Phase I, on land in the Township of Chesterfield County of Macomb, 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. 32106

RECORDED IN MACOMB COUNTY RECORDS AT: 10 3/4 M. DEC 12 1978

Edna Miller CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY RECORDS AT: 9:20 A. APR 23 1980

Edna Miller CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

DRAFTED BY: AND RETURN TO. WELFORD HARTMAN MICHIGAN BELL TELEPHONE CO. 20811 KELLY RD. RM. L-1 EAST DETROIT MICHIGAN 48221 DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

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:

Althea Marbury
Althea Marbury
Betty M. Hansen
BETTY M. HANSEN

Grace Cusmano
GRACE CUSMANO
Melford Hartman
MELFORD HARTMAN

Barbara E. Stewart
Barbara E. Stewart
J. Carolyn Polston
J. Carolyn Polston

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 J. F. Frank
J. F. Frank
Supervising Foreman
(Authorized Signature)

CHESTERFIELD FARMS ASSOCIATES,
A Michigan Limited Partnership
24901 Northwestern Highway Suite 700
Southfield, Michigan 48075

By Irving R. Seligman
Irving R. Seligman, President
SELIGMAN AND ASSOCIATES OF MICHIGAN, INC.
General Partner

RECORDED RIGHT OF WAY NO. 32106

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 7th day of December, 1978, before me, the subscriber, a Notary Public in and for said County, personally appeared

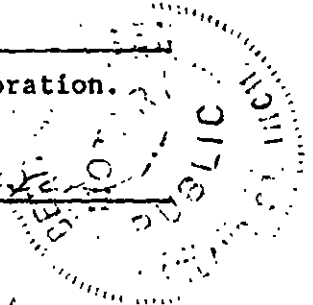
Robert R. Tewksbury and Irene C. Kata

to me personally known, who being by me duly sworn, did say that they are the Director, Real Estate & Rights of Way ^{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: BETTY M. HANSEN
Notary Public, Oakland County, Mich.
My Commission Expires May 1, 1982

Betty M. Hansen
Notary Public



Oakland County, Michigan
(acting in the County of Wayne)

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

On this 7th day of December, 1978, before me, the subscriber, a Notary Public in and for said County, appeared J. F. Frank to me personally known, who being by me duly sworn, did say that he is SUPERVISING FOREMAN 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 J. F. Frank acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires MELEORD HARTMAN
Notary Public, Wayne County, Michigan
My Commission Expires July 9, 1977

Meleord Hartman
Notary Public

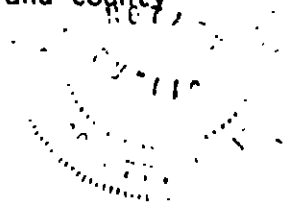
Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this date December 1, 1978 by Irving R. Seligman, President of Seligman and Associates of Michigan, Inc., General Partner of CHESTERFIELD FARMS ASSOCIATES, A Michigan Limited Partnership by its authority.

My Commission expires: August 29, 1982

Notary Public Barbara E. Stewart
Wayne County, Michigan
Acting in Oakland County



RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF WAYNE NO. 32106

APPENDIX "A"

LEGAL DESCRIPTION
 OF
 PHASE I
 OF
 CHESTERFIELD FARMS

A Part of Section 16, T. 3 N., R. 14 E., Chesterfield Township, Macomb County, Michigan, being more particularly described as: Beginning at a point which is the South 1/4 corner of Section 16, T. 3 N., R. 14 E.; proceeding thence S. 89° 14' 05" W., along the South line of said Section 16, 264.00 feet; thence N. 00° 03' 00" W., 580.50 feet; thence S. 89° 14' 05" W., 231.00 feet; thence N. 00° 03' 00" W., 1725.96 feet to a point on the Southerly Right-Of-Way Line of I-94 Highway; thence N. 51° 22' 00" E., along said Southerly Right-Of-Way Line of I-94 Highway, 524.29 feet; thence S. 47° 31' 28" E., 446.95 feet; thence along a curve to the right, having a radius of 104.00 feet, a central angle of 110° 50' 36", a chord bearing S. 07° 53' 50" W., a chord length of 171.25 feet, a distance of 201.20 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 426.00 feet, a central angle of 48° 29' 29", a chord bearing S. 39° 04' 24" W., a chord length of 349.87 feet, a distance of 360.54 feet to a point of compound curvature; thence along a curve to the left, having a radius of 726.00 feet, a central angle of 30° 09' 28", a chord bearing S. 00° 15' 04" E., a chord length of 377.74 feet, a distance of 382.13 feet; thence N. 74° 40' 12" E., 21.99 feet; thence along a curve to the right having a radius of 345.99 feet, a central angle of 15° 19' 28", a chord bearing S. 07° 40' 04" E., a chord length of 92.26 feet, a distance of 92.54 feet; thence S. 00° 00' 20" E., 1420.01 feet, to the South line of said Section 16; thence S. 88° 42' 35" W., along the South line of said Section 16, 33.50 feet to the point of beginning containing 28.37 acres more or less. Also subject to any easements and/or restrictions of Record.

RECORDED RIGHT OF WAY NO.

32106

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

AGREEMENT, made this 1st day of October, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Seligman & Associates of Michigan, Inc. hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 10 lots/buildings numbered _____ in the development known as Chesterfield Farms Apartments Phase I Step II (hereinafter called the "Development") located in Township Chest., Range T3N, R14E, Section 16, Macomb 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 Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-73584 dated 9-19-79, 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:

I. 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. 32106

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,257.80. 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.

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 November 12, 1979, 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

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

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Seligman & Associates of Michigan, Inc.

24901 Northwestern 7th Floor

Southfield, Michigan 48075

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 Warren E. Hicks
Warren E. Hicks, Director

Its Service Planning

DEVELOPER

By Jerald R. Muefer

Its Vice Pres

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 =	\$ _____
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
		<u>2,662</u> trench feet x \$1.90 per trench foot =	\$ <u>5,057.80</u>
		<u>550</u> KVA of installed transformer capacity x \$4.00	\$ <u>2,200.00</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		\$ _____
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ _____
	TOTAL		\$ <u>7,257.80</u>

ATTACHMENT D

AGREEMENT NUMBER B479 J901

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

Estimated Direct Construction Cost	\$ <u>7,986.00</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>44,000.00</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>-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>7,257.80</u>
TOTAL PAYMENT REQUIRED	\$ <u>7,257.80</u>



Macomb Division
15600 Nineteen Mile Road
Mount Clemens, Michigan 48044
(313) 286-9300

DATE: October 1, 1979

Seligman & Associates of Michigan, Inc.

24901 Northwestern 7th Floor

Southfield, Michigan 48075

RE: Chesterfield Farms Apartments - Phase I Step II

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

Very truly yours,

William J. Hertz
Service Planner

10-1-79
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-73584 for this development is in my/our possession and will be used for this purpose.

Name J. J. [Signature]
Title Vice Pres.
Name _____
Title _____
Date 1 5 79

RECORDED RIGHT OF WAY NO. 32106

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

AGREEMENT, made this 20th day of July, 1979, between The Detroit Edison Company, hereinafter called the "Company" and Seligman & Associates of Michigan, Inc. hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 152 lots/buildings numbered Chesterfield Farms Apartments Phase I in the development known as Chesterfield Farms Apartments Phase I (hereinafter called the "Development") located in Township Chest., Range T3N, R14E, Section 16, Macomb 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 Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-74883 dated July 3, 1979, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 32106

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,201.80. 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.

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 _____, 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

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

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Seligman & Associates of Michigan, Inc.

24901 Northwestern Hwy. 7th Floor

Southfield, Michigan 48037

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

Warren E. Hicks
Warren E. Hicks

Its

Director, Service Planning

DEVELOPER

By

Its

Jim Pusit

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 = \$ _____
 - (b) Mobile Home Parks, Condominiums and Apartment House Complexes
2,422 trench feet x \$1.90 per trench foot = \$ 4,601.80
650 KVA of installed transformer capacity x \$4.00 \$ 2,600.00
 - (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 \$ _____
 - (d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of \$ _____
- TOTAL** \$ 7,201.80

ATTACHMENT D

AGREEMENT NUMBER B379 J785

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

Estimated Direct Construction Cost	\$ <u>13,066.00</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>76,000.00</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>-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>7,201.80</u>
TOTAL PAYMENT REQUIRED	\$ <u>7,201.80</u>



Macomb Division
15600 Nineteen Mile Road
Mount Clemens, Michigan 48044
(313) 286-9300

DATE: July 20, 1979

Seligman & Associates of Michigan, Inc.

24901 Northwestern Hwy. 7th Floor

Southfield, Michigan 48037

RE: Chesterfield Farms Apartments - Phase I

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

Very truly yours,

J. H. From L
Service Planner

7-20-79
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-74883 for this development is in my/our possession and will be used for this purpose.

Name *John J. Kelly*
Title *Vice Pres.*
Name _____
Title _____
Date 7/23/79

RECORDED RIGHT OF WAY NO. 32106

**Detroit
Edison**

MACOMB DIVISION

Date: January 17, 1979

To: Margaret J. Horvath
Records Center

From: Robert R. Cunningham *RRC*
Supervisor - Real Estate, Rights of Way and Claims
Macomb Division

Subject: Agreement-Easement-Restrictions for Chesterfield
Farms Apartments Phase I, Part of the South 1/4
corner of Section 16, Town 3 North, Range 14 East,
Chesterfield Township, Macomb County, Michigan.

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

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

Detroit Edison Company and Michigan Bell Telephone Company made this agreement with Irving R. Seligman, President of Chesterfield Farms Associates, the owners of Chesterfield Farms Apartments Phase I.

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

RRC/ds

Attachment

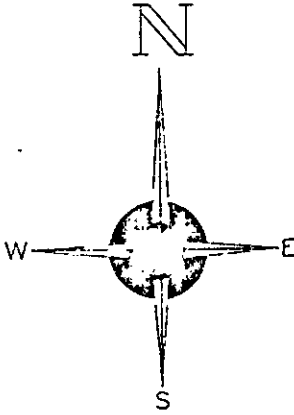
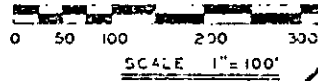
RECORDED RIGHTS OF WAY NO.

32106

PROPOSED PINE HAVEN SUBDIVISION

PART OF THE SW.1/4 OF SECTION 16 AND PART
N.W.1/4 OF SEC. 21, T.2N., R.8E.
COMMERCE TOWNSHIP, OAKLAND COUNTY

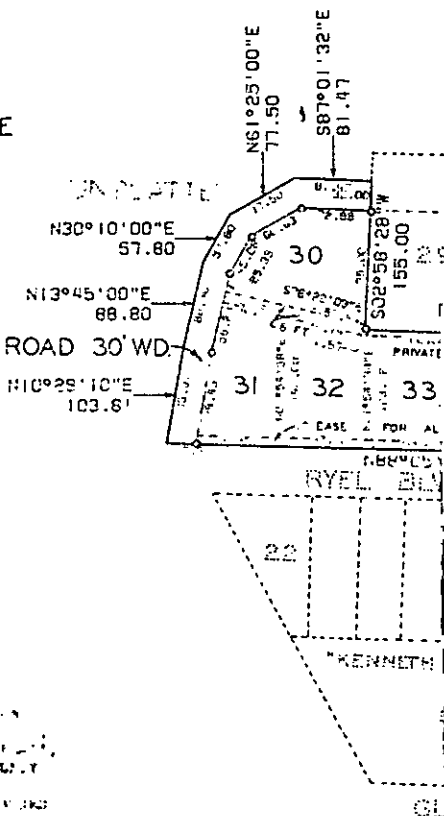
PLAT
RECORD
LIBER



SHALL LOT 2 SHEETS

LIBER 7406 PAGE 100

1/2 GLEN IRIS ROAD 30' WD.



- NOTES:
- 1) ALL DIMENSIONS ARE IN FEET.
 - 2) ALL CORNERS ARE TO BE MARKED WITH IRON PIPES.
 - 3) ALL CORNERS ARE TO BE MARKED WITH IRON PIPES.
 - 4) ALL CORNERS ARE TO BE MARKED WITH IRON PIPES.
 - 5) ALL CORNERS ARE TO BE MARKED WITH IRON PIPES.

CURVE DATA:

NUMBER	RADIUS	ARC	DELTA	CENTER	CHORD
1	260.00	133.11	034°45'18"	100.87	233.92
2	200.00	86.42	075°45'18"	240.50	154.02
3	200.00	343.70	075°45'18"	318.27	154.02
4	200.00	117.83	034°45'18"	116.13	154.02

RECORDED RIGHT OF WAY NO. 32105

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4.

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 1st day of December, 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:

WHEREAS, Owners are erecting apartments known as Chesterfield Farms Apartments Phase I, on land in the Township of Chesterfield County of Macomb, 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. 32106

RECORDED IN MACOMB COUNTY RECORDS AT: 10:31 A.M. DEC 12 1978

Edna M. [Signature] CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY RECORDS AT: 9:20 A.M. APR 23 1980

Edna M. [Signature] CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN

DRAFTED BY: AND RETURN TO: M. HARTMAN, MICHIGAN BELL TELEPHONE CO. 20811 KELLY RD. RM. L-1 EAST DETROIT MICHIGAN 48221 DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

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:

Alda Marbury
Alda Marbury
Betty M. Hansen
BETTY M. HANSEN

Grace Cusmano
GRACE CUSMANO
Melford Hartman
MELFORD HARTMAN

Barbara E. Stewart
Barbara E. Stewart
J. Carolyn Polston
J. Carolyn Polston

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 J. F. Frank
J. F. Frank
Supervising Foreman
(Authorized Signature)

CHESTERFIELD FARMS ASSOCIATES,
A Michigan Limited Partnership
24901 Northwestern Highway Suite 700
Southfield, Michigan 48075

By Irving R. Seligman
Irving R. Seligman, President
SELIGMAN AND ASSOCIATES OF MICHIGAN, INC.
General Partner

RECORDED RIGHT OF WAY NO. 32106

COUNTY OF WAYNE)

On this 7th day of December, 1978, before me, the subscriber, a Notary Public in and for said County, personally appeared

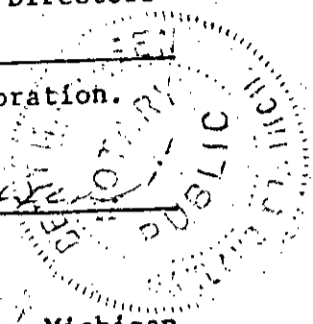
Robert R. Tewksbury and Irene C. Kata to me personally known, who being by me duly sworn, did say that they are the Director, Real Estate & Rights of Way Dept. and Assistant Secretary

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.

BETTY M. HANSEN Notary Public, Oakland County, Mich. My Commission Expires May 1, 1982

My Commission Expires:

Betty M. Hansen Notary Public



Oakland County, Michigan (acting in the County of Wayne)

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

On this 9th day of December, 1978, before me, the subscriber, a Notary Public in and for said County, appeared J. F. Frank to me personally known, who being by me duly sworn, did say that he is SUPERVISING FOREMAN 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 J. F. Frank acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires

MELFORD HARTMAN Notary Public, Wayne County, Michigan My Commission Expires July 9, 1978

Melford Hartman Notary Public

County, Michigan

STATE OF MICHIGAN)

) SS

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this date December 1, 1978 by Irving R. Seligman, President of Seligman and Associates of Michigan, Inc., General Partner of CHESTERFIELD FARMS ASSOCIATES, A Michigan Limited Partnership by its authority.

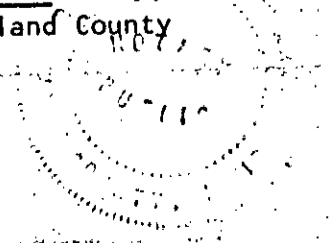
My Commission expires:

August 29, 1982

Notary Public

Barbara E. Stewart Notary Public, Wayne County, Michigan

Wayne County, Michigan Acting in Oakland County



RECORDED RIGHT OF WAY NO. 32106

APPENDIX "A"

LEGAL DESCRIPTION
 OF
 PHASE I
 OF
 CHESTERFIELD FARMS

A Part of Section 16, T. 3 N., R. 14 E., Chesterfield Township, Macomb County, Michigan, being more particularly described as: Beginning at a point which is the South 1/4 corner of Section 16, T. 3 N., R. 14 E.; proceeding thence S. 89° 14' 05" W., along the South line of said Section 16, 264.00 feet; thence N. 00° 03' 00" W., 580.50 feet; thence S. 89° 14' 05" W., 231.00 feet; thence N. 00° 03' 00" W., 1725.96 feet to a point on the Southerly Right-Of-Way Line of I-94 Highway; thence N. 51° 22' 00" E., along said Southerly Right-Of-Way Line of I-94 Highway, 524.29 feet; thence S. 47° 31' 28" E., 446.95 feet; thence along a curve to the right, having a radius of 104.00 feet, a central angle of 110° 50' 36", a chord bearing S. 07° 53' 50" W., a chord length of 171.25 feet, a distance of 201.20 feet to a point of reverse curvature; thence along a curve to the left, having a radius of 426.00 feet, a central angle of 48° 29' 29", a chord bearing S. 39° 04' 24" W., a chord length of 349.87 feet, a distance of 360.54 feet to a point of compound curvature; thence along a curve to the left, having a radius of 726.00 feet, a central angle of 30° 09' 28", a chord bearing S. 00° 15' 04" E., a chord length of 377.74 feet, a distance of 382.13 feet; thence N. 74° 40' 12" E., 21.99 feet; thence along a curve to the right having a radius of 345.99 feet, a central angle of 15° 19' 28", a chord bearing S. 07° 40' 04" E., a chord length of 92.26 feet, a distance of 92.54 feet; thence S. 00° 00' 20" E., 1420.01 feet, to the South line of said Section 16; thence S. 88° 42' 35" W., along the South line of said Section 16, 33.50 feet to the point of beginning containing 28.37 acres more or less. Also subject to any easements and/or restrictions of Record.

RECORDED RIGHT OF WAY NO.

32106

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

AGREEMENT, made this 1st day of October, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Seligman & Associates of Michigan, Inc. hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 10 lots/buildings numbered _____ in the development known as Chesterfield Farms Apartments Phase I Step II (hereinafter called the "Development") located in Township Chest., Range T3N, R14E, Section 16, Macomb 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 Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-73584 dated 9-19-79, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the Company and the Developer agree as follows:

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an underground electric distribution system consisting of primary and secondary underground cables, transformers and associated equipment, and any other underground or overhead line extension facilities which are required in connection therewith, but not including service connections, to make available alternating current, 60 hertz, single phase electric service to lots/buildings in the Development. Said underground distribution system shall be designed and installed so that the Company may serve streetlighting luminaires therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the underground electric distribution system shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. Said underground electric distribution system shall be used for furnishing the Company's service to the Developer and to such other persons along such underground electric distribution system, or beyond the same, as may become customers of the Company; provided, however, that such underground electric distribution system shall remain a separate, distinct unit for the purposes of this Agreement and any further extension therefrom shall not be a part of nor have any effect upon this Agreement. Service connections between such underground electric distribution system and houses/buildings or other structures to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

RECORDED RIGHT OF WAY NO. 32106

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,257.80. 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.

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 November 12, 1979, 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

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

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Seligman & Associates of Michigan, Inc.

24901 Northwestern 7th Floor

Southfield, Michigan 48075

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 Warren E. Hicks

Warren E. Hicks, Director

Its Service Planning

DEVELOPER

By Jerald S. Mudge

Its Vice Pres

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 = \$ _____

(b) Mobile Home Parks, Condominiums and Apartment House Complexes

2,662 trench feet x \$1.90 per trench foot = \$ 5,057.80

550 KVA of installed transformer capacity x \$4.00 \$ 2,200.00

(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

\$ _____

(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of

\$ _____

TOTAL

\$ 7,257.80

ATTACHMENT D

AGREEMENT NUMBER B479 J901

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

Estimated Direct Construction Cost	\$ <u>7,986.00</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>44,000.00</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>-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>7,257.80</u>
TOTAL PAYMENT REQUIRED	\$ <u>7,257.80</u>



Macomb Division
15600 Nineteen Mile Road
Mount Clemens, Michigan 48044
(313) 286-9300

DATE: October 1, 1979

Seligman & Associates of Michigan, Inc.

24901 Northwestern 7th Floor

Southfield, Michigan 48075

RE: Chesterfield Farms Apartments - Phase I Step II

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

Very truly yours,

William J. Hertz
Service Planner

10-1-79
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-73584 for this development is in my/our possession and will be used for this purpose.

Name James B. Mudge
Title Vice Pres.
Name _____
Title _____
Date 10-5-79

RECORDED RIGHT OF WAY NO. 32106

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,201.80. 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.

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 _____, 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

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

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Seligman & Associates of Michigan, Inc.

24901 Northwestern Hwy. 7th Floor

Southfield, Michigan 48037

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 Warren E. Hicks
Warren E. Hicks

Its Director, Service Planning

DEVELOPER

By Joe J. [Signature]

Its Joe J. [Signature]

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 =	\$	_____
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>2,422</u> trench feet x \$1.90 per trench foot =	\$	<u>4,601.80</u>
	<u>650</u> KVA of installed transformer capacity x \$4.00	\$	<u>2,600.00</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	\$	_____
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	_____
	TOTAL	\$	<u>7,201.80</u>

ATTACHMENT D

AGREEMENT NUMBER B379 J785

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

Estimated Direct Construction Cost	\$ 13,066.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ 76,000.00
(\$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	\$ -
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 7,201.80
TOTAL PAYMENT REQUIRED	\$ 7,201.80



Macomb Division
15600 Nineteen Mile Road
Mount Clemens, Michigan 48044
(313) 286-9300

DATE: July 20, 1979

Seligman & Associates of Michigan, Inc.

24901 Northwestern Hwy. 7th Floor

Southfield, Michigan 48037

RE: Chesterfield Farms Apartments - Phase I

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

Very truly yours,

S. H. From L
Service Planner

7-20-79
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-74883 for this development is in my/our possession and will be used for this purpose.

Name *[Signature]*
Title *Vice Pres*
Name _____
Title _____
Date 7/23/79

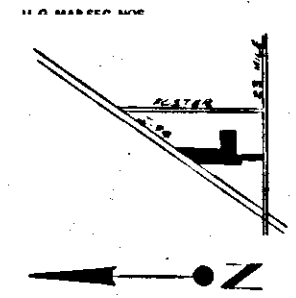
RECORDED RIGHT OF WAY NO. 32106

L3228 P842

P843

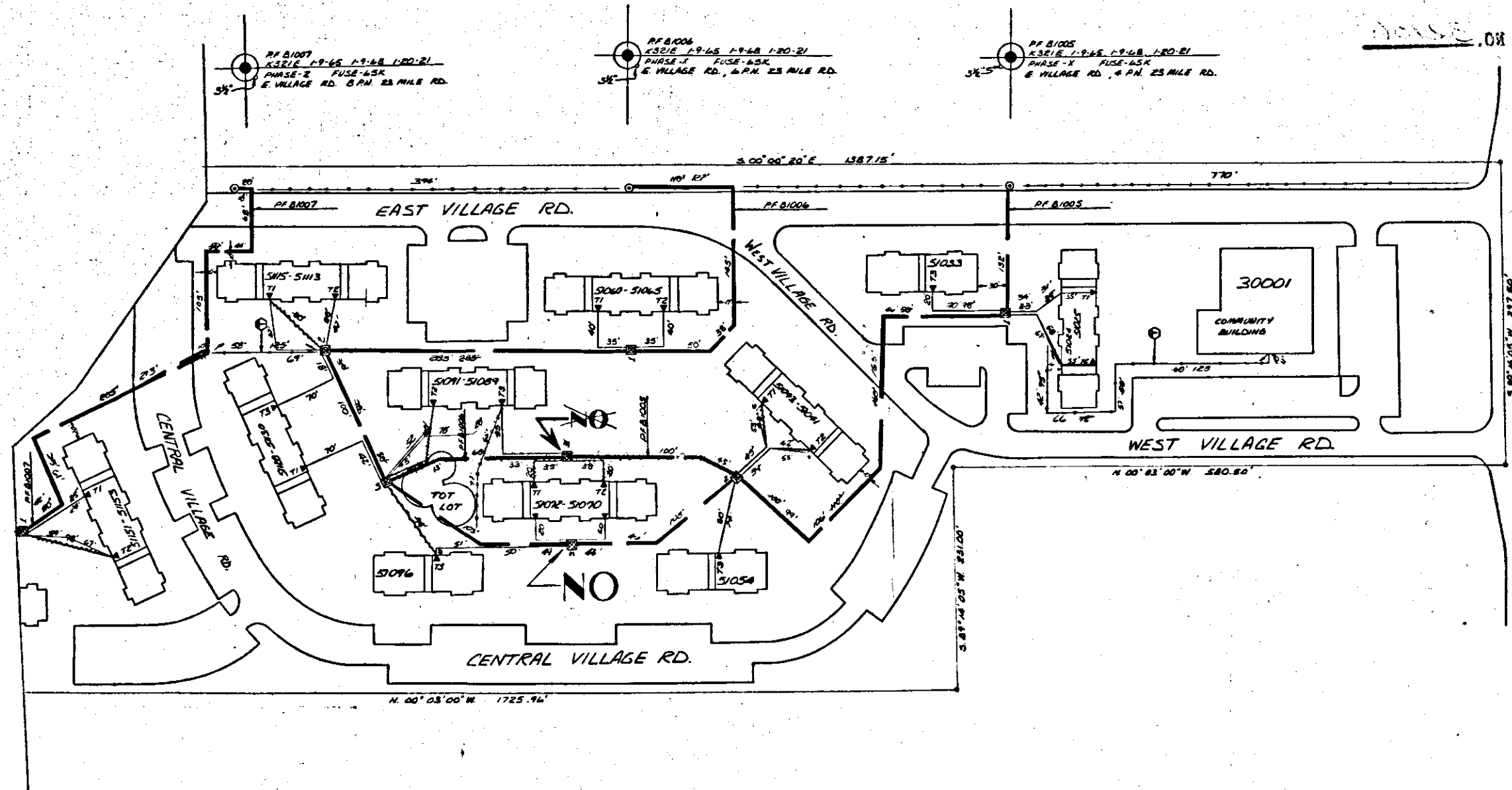


LOCATION SKETCH



TRANSFORMER DATA

U.D. NO.	SIZE	ED STK. NO.
81005-1	100	661-1153
81006-1	30	661-1152
81007-1	100	661-1153



TRANSFORMER SPECS. 17-261
 PEDESTAL SPEC.-R13
 NO. OF PEDESTALS NONE

- 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	SCALE	CALL
AP2-300M	13.2 KV	713-0533	12-224
AP2-70	1-4/0 800 V.	713-0533	12-224
AP2-70	1-1 800 V.	713-0514	

TRENCH SUMMARY

JOINT USE	3.54	3233
D. E. ONLY	NONE	355
TEL ONLY	492	1666
TOTAL	886	5254

SITE SUPT.
 PHONE NO.

- GENERAL NOTES -

TRENCHING TO BE DONE BY...
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING U1-2369 FOR TRANS. MAT. DETAILS.
 SEE PAGE 32-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY).
 SEE DRAWING U1-2363 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBS. ONLY).
 D.E. SERVICE PLANNER: MEL STOCKMAN 286-2879
 TEL. CO.: ARNOLD SWEENEY 286-2787

CONTACT "MISS DIG" (647) 3441 BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
 NOTIFICATION, CHESTERFIELD TOWNSHIP

TITLE BLOCK

DATE	12-11-78
BY	ED BAUREN
CHECKED BY	MEL STOCKMAN
APPROVED BY	T. J. JONES

D	C	B	A	REFERENCE	NAME	DATE	JOB TITLE	THE DETROIT EDISON COMPANY
					ED BAUREN	12-11-78	CHESTERFIELD FARMS APTS. PHASE - I	SERVICE PLANNING DEPARTMENT
					MEL STOCKMAN	7-9-79		NUMBER OF UNITS 152
					T. J. JONES	7-3-79		WORK ORDER NUMBER 367897490
								DISTRIBUTION CIRCUIT 8417 CHEST. 13.2KV
								DEPT. ORDER NUMBER 78A-74583
								SHEET 1 OF 1 SHEETS

RECORDED RIGHT OF WAY NO. 32106

- NOT RECORDED - THE FRONT 1/4
- FROM EVIDENCE - THE FRONT 1/4
- (LEFT) FROM EVIDENCE
- TEMPORARY RECORDING WARRANT

- CODE -

195 51
2032 REMOVAL
EIN 002 12120
NO OF RECORDS TO 100

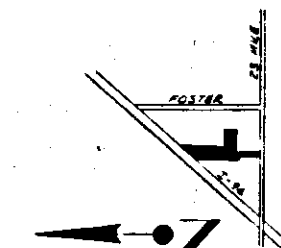
L3228 P 840

1841

NORTH
ARROW

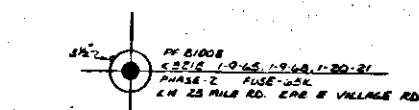
LOCATION SKETCH

U. S. MAP SEC. NOS.



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
51007-2	100	441-1153
1-3	100	441-1153
51008-1	100	441-1153
1-2	100	441-1153
1-3	30	441-1152
1-4	100	441-1153



TRANSFORMER SPEC. - 117-261
 PEDESTAL SPEC. - R13
 NO. OF PEDESTALS - 10218

- 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 ROLE
- 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

5% ITEM#	AP2 132KV	713000	10000	2775
ADDED ITEM#	AP2 350V & 140 800 V.	7130537	2000	2300
ADDED ITEM#	AP2 220 & 1-01	800 V.	7130814	

TRENCH SUMMARY

JOINT USE	2000	2000
D. E. ONLY	760	760
TEL ONLY	100	95
TOTAL	2860	2755

SITE SUPT.
PHONE NO.

- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E.CO.
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING U4-2369 FOR TRANS. MAT. DETAILS.
 SEE PAGE 22-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY).
 SEE DRAWING U4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).
 D.E. SERVICE PLANNER: RAIL CERTS DATE: 12-20-77
 TEL. CO.: 248-8510 248-7750

CONTACT "MISS DIG" (8477344) BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE 10' SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

NOTIFICATION, CHESTERFIELD TOWNSHIP

TRUE BLOCK STEP-2 PHASE-1

DATE	9-10-79
BY	ED BRUNNEN
DATE	9-19-79
BY	W. MEETZ
DATE	9-19-79
BY	A. [Signature]

STEP-2
PHASE-1

SEE SHEET 1
STEP 1 PHASE 1

REVISION	DATE	BY	DESCRIPTION
D			
C			
B			
A			As Installed In Field

NAME	DATE	JOB TITLE
ED BRUNNEN	9-10-79	DIRECT BUREAU SYSTEM - UED
W. MEETZ	9-19-79	
A. [Signature]	9-19-79	

SCALE	NUMBER OF UNITS	WORK ORDER NUMBER
1" = 60'	10	307 872 in 2

DISTRICT REVISION	DISTRIBUTION CIRCUIT
	8417 CHEST. 13 2KV

DEPT. ORDER NUMBER	DATE	SHEET
79A-75584		2 OF 2 SHEETS

