

MEADOWBROOK HILLS
APARTMENTS

(LIBER 6312 PAGE 725)
LIBER 7429 PAGE 166

(74 45060)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 30TH day of APRIL, 19 74, by 10531
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."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as MEADOWBROOK HILLS, on land in the Township of Avon, County of Oakland, 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 or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at 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 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 accomodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

RECORDED RIGHT OF WAY NO. 32196

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto.

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1974 JUN 10 11 23 AM
17.00

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RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- 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 assigns 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:

Diane Korman
DIANE KORMAN

Irene C. Kata
IRENE C. KATA

Linda Perry
LINDA PERRY

Marsha Pavelka
MARSHA PAVELKA

THE DETROIT EDISON COMPANY
By *W. C. Arnold*
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

By *Lillian J. Carroll*
LILLIAN J. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY
By *William F. Murray, Jr.*
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO. 32196

5-27-74

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APR 11 1960

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010



RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

Purchaser:

Meadowbrook Hills Corporation
A Michigan Corporation
911 W. Big Beaver Road
Suite 105
Troy, Michigan 48084

Witness:

[Signature]
HAROLD M. KELLER

[Signature]
By: HARVEY PIANKO PRESIDENT

[Signature]
JUNE F. STEGER

By: _____

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 30th day of April 1973, before me appeared Harvey Pianko and _____, to me personally known, who being by me severally duly sworn, did say that ~~they are~~ respectively President and _____ of Meadowbrook Hills Corporation, a Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said President and HARVEY PIANKO acknowledged the said instrument to be the free act and deed of the said Meadowbrook Hills Corporation.

My Commission Expires: March 26, 1978

[Signature]
JOAN M. SIGRO
Notary Public, Macomb County, Michigan
Acting in Oakland

Witness:

Seller:

[Signature]
KARL W. SCHETTENHELM JR.

[Signature]
Dan S. Holfca

[Signature]
JOHN J. RAYMOND JR.

[Signature]
Marion C. Holfca

1812 S. Rochester Road
Rochester, Michigan 48063

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS:

On this 15th day of May 1973, before me appeared the above named Dan S. Holfca and Marion C. Holfca, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 1-30-77

[Signature]
JOHN J. RAYMOND JR.
Notary Public, Oakland County, Michigan

RECORDED
INDEXED
MAY 10 1973
32196

Purchaser:
Meadowbrook Hills Corporation
A Michigan Corporation
911 W. Big Beaver Road
Suite 102
Troy, Michigan 48061

Address:

By: _____

By: _____

STATE OF MICHIGAN)
)
COUNTY OF _____)

On this _____ day of _____, 1938, before me appeared _____ and _____ to me personally known, who being by me severally duly sworn, did say that they are respectively _____ of Meadowbrook Hills Corporation, a Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of the Board of Directors and the said _____ and _____ acknowledged the said instrument to be the free act and deed of the said Meadowbrook Hills Corporation.

Notary Public, _____
County, Michigan

My Commission Expires: _____

Seller:

Address:

By: _____

By: _____

1815 E. Rochester Road
Rochester, Michigan 48063

STATE OF MICHIGAN)
)
COUNTY OF _____)

On this _____ day of _____, 1938, before me appeared the above named _____ and _____ his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, _____
County, Michigan

My Commission Expires: _____

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDRI
DIRENOR, MICHIGAN 48010

APPENDIX "A"

Part of the Northwest 1/4 of Section 17, Township 3 North, Range 11 East, Avon Township, County of Oakland, State of Michigan, described as follows: Commencing at the Northwest corner of Section 17, thence South $0^{\circ}14'40''$ East along the center line of Adams Road 140.00 feet and due East 60.00 feet and South $0^{\circ}14'40''$ East along the Easterly line of Adams Road 300.00 feet to the point of beginning, thence due East 724.74 feet thence North $0^{\circ}14'40''$ West 341.35 feet thence North $83^{\circ}51'46''$ East along the Southerly line of Walton Boulevard 361.51 feet thence South $4^{\circ}26'5''$ West 350 feet thence due East 275 feet; thence North $4^{\circ}26'5''$ 150 feet thence due East 140 feet thence South $4^{\circ}26'5''$ West 361.08 feet to the Northeast corner of Lot 47 (Springhill Subdivision) a subdivision as recorded in Liber 79 of Plats, Pages 22 and 23, Oakland County, Records, due West along the Northerly line of said Subdivision 514.33 feet and South $56^{\circ}55'00''$ West 58.62 feet and North $77^{\circ}46'30''$ West 133.61 feet; thence North $81^{\circ}59'10''$ West 60.12 feet; thence North $78^{\circ}46'$ West 158.72 feet; thence South $0^{\circ}14'40''$ East along the West line of Lot 42 of said Subdivision 185.60 feet to the Northerly line of Rhineberry Road; thence due West along said line 360 feet; thence North $0^{\circ}14'40''$ West along the Easterly line of Lot 1 of said Subdivision 154.37 feet to the Northeast corner of said Lot 1, thence South $89^{\circ}45'20''$ West along the Northerly Lot Line of said Lot 1 200.00 feet; thence North $0^{\circ}14'40''$ West along the Easterly line of Adams Road, 176.50 feet to the Point of Beginning and Containing 10.80 Acres more or less.

Prepared by:

John N. Waterloo
1970 Orchard Lake Road
Pontiac, Michigan 48053

RECORDED RIGHT OF WAY NO.

32196

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
1970 ORCHARD LAKE ROAD
PONTIAC, MICHIGAN 48053

APPENDIX "A"

Part of the Northwest 1/4 of Section 14, Township 3 North, Range 11 East, Area Township, County of Oakland, State of Michigan, described as follows: Commencing at the northwest corner of Section 14, thence North 0°11'40" East along the center line of Adams Road 110.00 feet and the East 60.00 feet to the point of beginning, thence due East 721.74 feet thence North 0°11'40" West 311.35 feet thence South 83°21'40" East along the southerly line of Lot 1 of said subdivision 300.00 feet thence South 1°26'57" West 370 feet thence due East 275 feet; thence North 1°26'57" West 170 feet thence due East 110 feet thence South 1°26'57" West 301.00 feet to the northeast corner of Lot 17 (Springside Subdivision) a subdivision as recorded in Liber 79 of Plans, Pages 22 and 23, Oakland County, Records, due East along the northerly line of said subdivision 711.33 feet and South 90°57'10" West 24.62 feet and North 77°46'30" West 133.61 feet; thence North 81°57'10" West 60.12 feet; thence North 73°16' West 158.72 feet; thence South 0°11'40" East along the West line of Lot 16 of said subdivision 157.60 feet to the northerly line of Rhinoceros Road; thence due West along said line 300 feet; thence North 0°11'40" West along the Easterly line of Lot 1 of said subdivision 158.37 feet to the northeast corner of said Lot 1, thence South 89°45'20" West along the northerly line of said Lot 1 200.00 feet; thence North 0°11'40" West along the Easterly line of Adams Road, 170.50 feet to the Point of Beginning and containing 10.60 Acres more or less.

Prepared by:
John H. Robertson
1970 Orchard Lake Road
Farmington, Michigan 48333

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDHI
BIRMINGHAM, MICHIGAN 48010

LIBRARY OF THE
DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD
BIRMINGHAM, MICHIGAN 48010

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

TO Engineering Coordinator Supervisors
Bldg. - Room 250 W.S.C.

May 28, 1974 TIME _____

Re: Underground Service - MEADOWBROOK HILLS APTS. - AVON TWP, OAKLAND COUNTY
Agreements and Easements obtained - OK to proceed with construction.

COPIES TO: A. FOLIE - OAK. SERV. PLAN.

SIGNED John N. Waterloo
John N. Waterloo
Real Estate and R/W Department

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

Detroit
Edison

Oakland Division
30400 Telegraph Road
Birmingham, Michigan 48010
(313) 645-4000
Phone 645-4378

February 6, 1979


Meadowbrook Hills Corp.
911 W. Big Beaver Road
Suite 105
Troy, Michigan 48084

Gentlemen:

Re: MEADOWBROOK HILLS APARTMENTS

We are enclosing herewith a copy of the "as installed" Drawing No.
A-63649
A-64775 & A-63830 for the underground electric and communication
services for the above named project.

Sincerely,



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

OVR/l
Enclosures

RECORDED RIGHT OF WAY NO. 32196

1974

AGREEMENT NUMBER C477J498

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

AGREEMENT, made this 12th day of October, 1977, between The Detroit Edison Company, hereinafter called the "Company" and Capitol Savings & Loan Association - K. W. Mills, Agent, with office at 2959 Meadowbrook Drive, Rochester, Michigan, hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 8 ~~lots~~ buildings numbered 8 thru 11 & 15 thru 18, inclusive in the development known as Meadowbrook Hills Apartments - Phase III (hereinafter called the "Development") located in Township 3N, Range 11E, Section 17, Avon Township - Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63830 dated October 3, 1977, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

RECORDED RIGHT OF WAY NO. 32196

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 2,389.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

RECORDED RIGHT OF WAY NO. 32196

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 20, 1977, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

10. The Company shall not be responsible for any losses or damages incurred by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.

11. This Agreement, all payments and refunds hereunder, and the construction and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.

12. If at any time prior to the commencement of construction of the underground electric distribution system, changes in the Company's Standard Rules and Regulations cause an increase or decrease in "Total Payment Required", Attachment D, Developer agrees to execute an Amendment to this Agreement reflecting such changes and pay all additional charges to the Company prior to the commencement of construction of the system. The Company agrees to refund any decreases to the Developer. Upon the failure of the Developer to execute such Amendment and pay to the Company the amount

RECORDED INDEXED

32196

of such increase prior to the commencement of construction of the system, the Company may terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.

13. Any assignment of this Agreement other than an assignment of the right to receive refund of the Advance pursuant to Paragraph 3 hereof, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company, shall be void.

14. All notices required hereunder shall be in writing. Notices to the Company shall be sent by United States mail or delivered in person to:

**THE DETROIT EDISON COMPANY
ATTENTION: DIVISION MANAGER**

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Mr. K. W. Mills

2959 Meadowbrook Drive

Rochester, Michigan 48063

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

THE DETROIT EDISON COMPANY

By Leonard P. Lucas
Leonard P. Lucas

Its Director, Service Planning

DEVELOPER Capitol Savings & Loan Assoc

By K. W. Mills
K. W. Mills

Its Agent

RECORDED RIGHT OF WAY NO. 32196

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.

*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a)	Single Home Subdivisions		
		_____ front lot feet x \$1.75 per front lot foot =	\$ <u> -0- </u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
		<u> 765 </u> trench feet x \$1.90 per trench foot =	\$ <u> 1,454.00 </u>
		<u> 125 </u> KVA of installed transformer capacity x \$4.00	\$ <u> 500.00 </u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u> 435.00 </u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u> -0- </u>
	TOTAL		\$ <u> 2,389.00 </u>

RECORDED RIGHT OF WAY NO. 32196

ATTACHMENT D

AGREEMENT NUMBER C477J498

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

Estimated Direct Construction Cost	\$	<u>3,560.00</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>7,000.00</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>-0-</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	<u>2,389.00</u>
TOTAL PAYMENT REQUIRED \$		<u>2,389.00</u>

RECORDED RIGHT OF WAY NO. 32196



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

DATE: October 12, 1977

Mr. K. W. Mills

2959 Meadowbrook Drive

Rochester, Michigan 48063

RE: Meadowbrook Hills - Phase III

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished.

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

AJF:dp

Armando J. Foli
Service Planner

10-13-77
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-63830 for this development is in my/our possession and will be used for this purpose.

Name Lirk W. Mills
Title agent for Cap. Sav. & Loan
Name _____
Title _____
Date _____

32196

LEGAL DESCRIPTION TO LAND CONTRACT
 OF JULY 5, 1972, BETWEEN DAN S.
 HOLEFCA AND MARION S. HOLEFCA,
 AS SELLERS, AND A & A REALTY CO., A
 MICHIGAN CORPORATION, AS PURCHASER

APPENDIX "A"

Part of the Northwest 1/4 of Section 17, Town 3 North, Range 11 East,
 AVON TOWNSHIP, COUNTY OF OAKLAND, STATE OF MICHIGAN,
 described as follows: Commencing at the Northwest corner of Section 17,
 thence South 0 degrees 14 minutes 40 seconds East along the center line
 of Adams Road 140.00 feet and due East 60.00 feet and South 0 degrees
 14 minutes 40 seconds East along the Easterly line of Adams Road 300.00
 feet to the point of beginning, thence due East 724.74 feet thence North 0
 degrees 14 minutes 40 seconds West 341.35 feet thence North 83 degrees
 51 minutes 46 seconds East along the Southerly line of Walton Boulevard
 361.51 feet thence South 4 degrees 26 minutes 5 seconds West 350 feet
 thence due East 275 feet; thence North 4 degrees 26 minutes 5 seconds
 150 feet thence due East 140 feet thence South 4 degrees 26 minutes
 5 seconds West 360.08 feet to the Northeast corner of Lot 47 (Springhill
 Subdivision) a subdivision as recorded in Liber 79 of Plats, Pages 22
 and 23, Oakland County, Records, due West along the Northerly line of
 said Subdivision 514.33 feet and South 56 degrees 55 minutes 00 seconds
 West 58.62 feet and North 77 degrees 46 minutes 30 seconds West 133.61
 feet; thence North 81 degrees 59 minutes 10 seconds West 60.12 feet;
 thence North 73 degrees 46 minutes West 158.72 feet; thence South 0
 degrees 14 minutes 40 seconds East along the West line of Lot 42 of said
 Subdivision 185.60 feet to the Northerly line of Rhineberry Road; thence
 due West along said line 360 feet; thence North 0 degrees 14 minutes 40
 seconds West along the Easterly line of Lot 1 of said Subdivision 154.37
 feet to the Northeast corner of said Lot 1, thence South 89 degrees 45
 minutes 20 seconds West along the Northerly Lot Line of said Lot 1
 200.00 feet; thence North 0 degrees 14 minutes 40 seconds West along the
 Easterly line of Adams Road, 176.50 feet to the Point of Beginning and
 Containing 10.90 Acres more or less.

RECORDED RIGHT OF WAY NO. 32196



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

Date: August 30, 1976

K.W. Mills Inc.

808 N. Rochester Rd.

Clawson, Mi 48017

Re: Meadowbrook Hills-Phase II D.O. A-64775

Bldgs. 1,7,12,13,& 14

Gentlemen:

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and you provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 8-26-76.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 1,905.43 based on 565 trench feet or lot front feet and 2x50=100 KVA (nameplate) of transformer capacity, and 47 ft. road bore.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist, 47 ft. road bore x \$9.19 per ft. = \$431.93

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for 10-15-76, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 1,905.43 as non-refundable Contribution in Aid of Construction for the above charges.

Meadowbrook Hi. Phase II-Bldgs. 1,7,12,12 &14

Date August 30, 1976

If for any reason, beyond the control of the Utility, the construction start date indicated is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,
Armando J. Foli
Armando J. Foli
Service Planning-Oakland
645-4156

ACCEPTED:

Name *Kirk W. Mills*

Title *pres.*

Name _____

Title _____

Date _____

Enc: Grading Certificate

Page 2

PL-101-4 8/76

RECORDED HIGHWAY TAX NO. 32196

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date August 6, 1974

Meadowbrook Hills Corporation
911 West Big Beaver - Suite 105
Troy, Michigan 48084

Regarding Meadowbrook Hills - Phase I

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 8-9-74.

The cost to you for said electric line installation is \$ 2,904.00 based on 1,452 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

RECORDED RIGHT OF WAY NO. 32196

Page 2
The Detroit Edison Company
Date August 6, 1974

Meadowbrook Hills - Phase I

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

one
Please sign ~~three~~ of the enclosed copies and return them. You may retain the ~~fourth~~ copy for your file.
second

Very truly yours,

AJF:dp

Armando J. Foli
Service Planner

ACCEPTED

Name [Signature]

Title SPT

Name _____

Title _____

Date 8/9/74

RECORDED RIGHT OF WAY NO. 32196

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date: August 6, 1974

Meadowbrook Hills Corporation

911 West Big Beaver - Suite 105

Troy, Michigan 48084

Re: Meadowbrook Hills - 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. In addition, you must agree to pay all ~~frost~~ ^{winter} charges if involved, at a cost not to exceed \$1.00 per linear foot of trench.

Please sign and return ~~three~~ ^{one} copies of the certificate below. You may retain the ~~fourth~~ ^{second} copy for your file.

Very truly yours,

Armando J. Foli
Service Planner

8-9-74

Date

AJF:dp

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

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

I/~~we~~, the undersigned, agree to pay all frost charges if involved, at a price not to exceed that shown above and 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-63649 for this development is in my/our possession and will be used for this purpose.

Ed W. Hall

Signed

Signed

S.P.T.

Title

8/9/74

Date

RECORDED RISEN OF WAY NO. 32196

THE DETROIT EDISON COMPANY

1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

July 1, 1974


Meadowbrook Hills Corp.
911 W. Big Beaver Rd.
Suite 105
Troy, Michigan 48064

RE: MEADOWBROOK HILLS APT'S

Gentlemen:

We are enclosing herewith a fully executed copy of
the Agreement dated April 30, 1974 for the
underground electric and communication services for the above
named Project.

Yours very truly,



John N. Waterloo
Real Estate and R/W Department

Enclosure

RECORDED RIGHT OF WAY NO. 32194

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

Pontiac, Michigan 48053

December 11, 1973

Meadowbrook Hills Corporation
911 W. Big Beaver Road
Suite 105
Troy, Michigan 48064

Mr. F. Rubin:

RE: MEADOWBROOK HILLS

Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,

John N. Waterloo

RECORDED & INDEXED
OF WAY NO. 32196

Enclosures

APPLICATION FOR U.R.D. EASEMENTS

TO: MR. J. A. ROBERTSON, Supervisor ^{RE/R/W.} ~~PONT. SER. CT.~~ _{ANNEX.} Date 11-26-73

Real Estate and Rights of Way Dept., OAKLAND District Application No. _____

For RE & RW Dept. Use - DE-BEL No. CE-3-128

We have included the following necessary material and information:

MATERIAL:

- A. Subdivision
 - 1. Copy of complete final proposed plat, or
 - 2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title committment, contract, or title search)
- or
- B. Other than subdivision
 - 1. Property description
 - 2. Site plan
 - 3. Title information (deed, title committment, contract or title search)

INFORMATION:

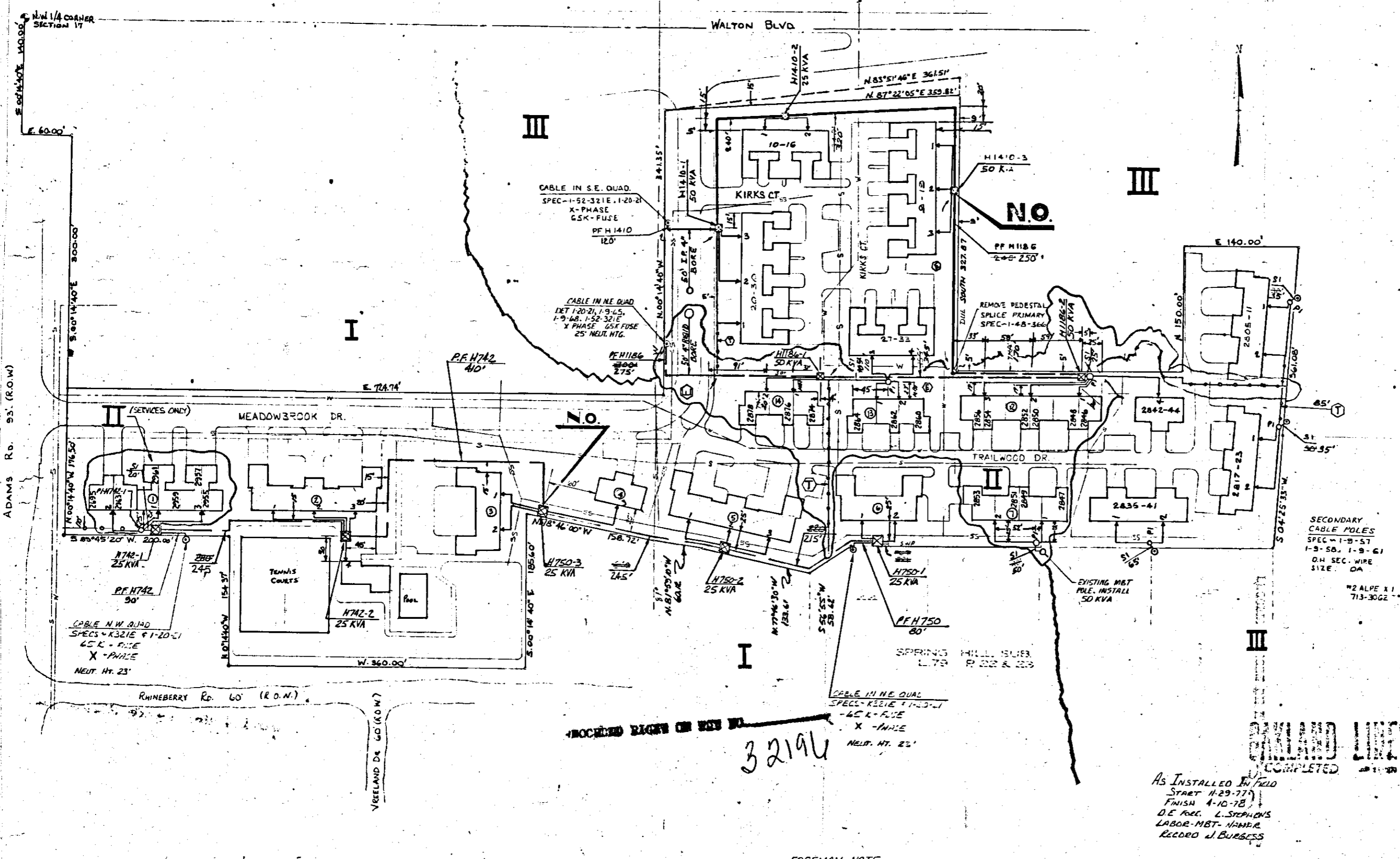
- (1) Project name: MEADOWBROOK HILLS County: OAKLAND
 City/Township/Village: AVON Section No. 17
- (2) Name of developer: MEADOWBROOK HILLS CORP. ^{Harold Kelley} ~~MR. FREDERICK E. RUBIN~~
 Address: 911 W. BIG BEAVER - SUITE 105 - TROY ⁵²⁴⁻⁹⁹⁵⁰
1215 KIRTS RD. TROY, MI. 48064 Phone No. 689-3015
- (3) Date service is wanted FEB. 1, 1974 PHASE I - ONLY - 6 BLDGS.
- (4) Entire project will be developed at one time: Yes No
- (5) Cable poles on property: Yes No
- (6) Joint easements required: Yes No
- (a) Name of other utilities: MICHIGAN BELL TEL. Co.
- (b) Other utility engineer names and phone numbers: MR. ART BARTZ #338-0590
- (7) Part of subdivision is fed from overhead service Yes No
- Lot No. _____
- (8) Additional information or comments: _____

RECORDED RIGHT OF WAY NO. 32196

NOTE: Trenching letter attached OR, will be submitted later

Signed: Armando J. Foli
 (Service Planning Department)
 1970 ORCHARD LAKE RD.
 334-4701 EXT. 75-285.

Received, RE & RW Dept. on: 11-27-73



TRANSFORMER DATA

UDT NO.	SIZE	TYPE
A-63649	25 KVA	I
A-64775	50 KVA	II
A-63830	50 KVA	III

TRANSFORMER SPECS
1-52-370 E
1-15-201
1-17-201

PEDESTAL SPEC. 1-9-57
STEP I STEP II STEP III

NO. OF PEDESTALS 1-17-201

- CODE -

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

STEP III CABLE SUMMARY

ITEM	QTY	STEP I	STEP II
713-3022	1	1320	835
713-0837	2	168	
713-0814	2	1150	

TRENCH SUMMARY

JOINT USE	STEP I	STEP II	STEP III
D. E. ONLY	1150	140	585
TEL ONLY	430	200	230
TOTAL	1110	380	385
RETRENCH	1260	950	665
TOTAL	2370	1330	1050

- GENERAL NOTES -

TRENCHING TO BE DONE BY M.A.T. Co.
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
SEE DRAWING UI-1208 FOR TRANS. MAT. DETAILS.
SEE PAGE 32.11 (S.I.M.) DETAIL "22" FOR ENTRANCE POINT DETAILS (A.P.T. ONLY).
SEE DRAWING UI-4223 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB/DOS ONLY).
D.E. SERVICE PLANNER A.F. 1-15-216
TEL. CO. 4-WAY-13 338-2344

CONTACT "MISS DIG" (477-344) BEFORE DOING ANY EXCAVATION.
EASEMENTS INDICATED BY O.R. CENTERLINES ARE (6) SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED

AVON TOWNSHIP (NOTIFICATION ONLY)

FOREMAN NOTE

"B" CREW REQUIRED TO TAP OVERHEAD
STEP II - L.N. OF RHINEBERRY, 5 P.E. OF BOWDOIN HILL
STEP III - E.W. OF MARYKNOLL (EXT) 2, 3 P.N. OF LEAD N. OF RHINEBERRY,
G.P.E. BOWDOIN HILL.

START DATE
STEP II 11-1-76
STEP III 11-28-77

RETURN TO
DETROIT EDISON COMPANY
18010 MICHIGAN AVE
DEARBORN MI 48108

NO.	REVISION	DATE	BY	APP'D.
1	AS INSTALLED IN FIELD			
2	ADDED STEP III JOB A-63830 W.O. 367 84 J 982	10-25-77	J. J. BURRESS	
3	ADDED STEP II JOB # A-64775 W.O. 367 84 J 584	8-31-76	J. J. BURRESS	
4	REVISED CABLE POLE DATA, SITE SUPP. START DATE, TRENCHING CO. SELECTED PERMITS AUG. 1 1977	8-14-77	J. J. BURRESS	

NO.	REVISION	DATE	BY	APP'D.
1	AS INSTALLED IN FIELD			
2	ADDED STEP III JOB A-63830 W.O. 367 84 J 982	10-25-77	J. J. BURRESS	
3	ADDED STEP II JOB # A-64775 W.O. 367 84 J 584	8-31-76	J. J. BURRESS	
4	REVISED CABLE POLE DATA, SITE SUPP. START DATE, TRENCHING CO. SELECTED PERMITS AUG. 1 1977	8-14-77	J. J. BURRESS	

THE DETROIT EDISON COMPANY	
SERVICE PLANNING DEPARTMENT	
NO.	REVISION
1	AS INSTALLED IN FIELD
2	ADDED STEP III JOB A-63830 W.O. 367 84 J 982
3	ADDED STEP II JOB # A-64775 W.O. 367 84 J 584
4	REVISED CABLE POLE DATA, SITE SUPP. START DATE, TRENCHING CO. SELECTED PERMITS AUG. 1 1977

32196

COMPLETED

AS INSTALLED IN FIELD
START 11-29-77
FINISH 4-10-78
D.E. FOLL. L. STEPHENS
LABOR-MBT. NAME
RECORD J. BURRESS

