

PROPOSED SUBDIVISIONS  
(Not Platted)

WEST RIVER ESTATES SUBDIVISION

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 7th day of December 19 78, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the Township of Clinton, Macomb County, Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later date and Owners desire EDISON and BELL to install their underground lines and facilities prior to said recording.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and BELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and BELL shall be granted by Owners in a separate instrument.

(3) Owners will place survey stakes indicating property lot lines before trenching.

(4) Where sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.

(5) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and BELL. EDISON and BELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and BELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.

-1-

DE FORM LE 13 9-71 CS

RECORDED IN MACOMB COUNTY  
RECORDS AT: 11:05A. M.  
FEB - 6 1979

*Edna Miller*  
CLERK - REGISTER OF DEEDS  
MACOMB COUNTY, MICHIGAN

RETURN TO  
R. R. CUNNINGHAM  
DETROIT EDISON COMPANY  
15600 NINETEEN MILE ROAD  
MT. CLEMENS, MICHIGAN 48044

RECORDED RIGHT OF WAY NO. 32210

15-

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plat 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by ~~XXXXX~~ \$2.00. Where special routing is required, the charge of ~~XXXXX~~ \$2.00 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission.

(12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while the ground is frozen.

(13) EDISON and BELL will own and maintain the secondary service and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

(14) Upon the further acceptance and recording of the plat for the above described land, the easement herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

Leslie G. Sundstrom  
LESLIE G. SUNDSTROM  
Barbara Ann Maher  
BARBARA ANN MAHER  
Grace Cusmano  
Grace Cusmano  
Melford Hartman  
MELFORD HARTMAN

THE DETROIT EDISON COMPANY

By Robert R. Tennessen  
ROBERT R. TENNESSEN, DIRECTOR  
Real Estate 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)

RECORDED RIGHT OF WAY NO. 32218

1918

NO. 10111

RETURN TO  
R. R. CUNNINGHAM  
DETROIT EDISON COMPANY  
15600 NINETEEN MILE ROAD  
MT. CLEMENS, MICHIGAN 48044

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 29th day of January, 1979, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Director, Real Estate and Rights of Way and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury and Irene C. Kata acknowledged said instrument to be the free act and deed of said corporation.

Barbara Ann Maher  
Notary Public, Wayne County, Michigan

My Commission Expires: \_\_\_\_\_

BARBARA ANN MAHER  
Notary Public, Wayne County, Mich.  
My Commission Expires June 28, 1982



STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Macomb )

On this 1st day of February, 1979, 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 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.

Melford Hartman  
Notary Public, \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

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

RECORDED RIGHT OF WAY NO. 32218

RECEIVED  
MAY 19 1944  
MOUNT CLEMENS

RETURN TO  
R. R. CUNNINGHAM  
DETROIT EDISON COMPANY  
15600 NINETEEN MILE ROAD  
MT. CLEMENS, MICHIGAN 48044

APPENDIX "A"

"WEST RIVER ESTATES SUBDIVISION", Part of Private Claim 546, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan and being more particularly described as: Beginning at a point on the Centerline of Canal Road (86.0 feet wide) which is N 86°30'36" E 2115.61 feet along the North Line of Fractional Section 16 to the West Line of Private Claim 546, Thence S 02°41'02" W 342.09 feet along the West Line of Private Claim 546 to the Centerline of said Canal Road, Thence along the Centerline of said Canal Road S 71°36'45" E 808.00 feet from the Northwest corner of Fractional Section 16, Thence N 02°39'38" E 1004.87 feet, Thence S 71°30'27" E 1513.51 feet to the Centerline of Clinton River Road (86.0 feet wide), Thence along the Centerline of said Clinton River Road S 01°19'17" E 415.61 feet, Thence continuing on the Centerline of said Clinton River Road along a curve concave to the West whose central angle is 23°45'30", radius is 570.47 feet, arc length is 236.55 feet and whose long chord is S 10°33'28" W 234.86 feet, Thence continuing along the Centerline of said Clinton River Road S 22°26'13" W 325.24 feet to the Centerline of said Canal Road, Thence along the Centerline of said Canal Road N 72°40'46" W 865.73 feet, Thence continuing along the Centerline of said Canal Road N 71°36'45" W 524.74 feet to the point of beginning and containing Lots 1 thru 127 inclusive.

V.I.P. DEVELOPMENT COMPANY  
A Registered Michigan Co-Partnership  
17050 Clinton River Road  
Mt. Clemens, Michigan 48044

Witness: \_\_\_\_\_

Mary Gadowski  
Mary Gadowski  
Gerald R. Larsen  
Gerald R. Larsen

BY: Vincent J. Severini  
Vincent J. Severini, Partner  
BY: Dominic Severini  
Dominic Severini, Partner  
BY: Fred Severini, Jr.  
Fred Severini, Jr., Partner  
BY: Aldo Marrocco  
Aldo Marrocco, Partner

STATE OF MICHIGAN )  
                              ) SS  
COUNTY OF                )

Personally came before me this 6 day of December, 19 78, of the above named Co-Partnership, Vincent J. Severini, Co-Partner, Dominic Severini, Co-Partner, Fred Severini Jr., Co-Partner and Aldo Marrocco, Co-Partner, 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.

Patrick L. Marmelli  
Notary Public                               MACOMB County, Michigan.

My Commission Expires: Nov 3, 1981   PATRICK L. MARMELLI

RECORDED RIGHT OF WAY NO. 39211

NOTARY PUBLIC  
STATE OF MICHIGAN  
COMM. EXPIRES 11/03/81

RETURN TO  
R. R. CUNNINGHAM  
DETROIT EDISON COMPANY  
15600 NINETEEN MILE ROAD  
MT. CLEMENS, MICHIGAN 48044





APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>RCR</i>	1-15-79
INS. DEPT.		
LEGAL DEPT.		
RE. & RIW DEPT.	<i>JMS</i>	1-12-1979
SYSTEM ENG. DEPT.		
TAX DEPT.		

RETURN TO  
 R. R. CUNNINGHAM  
 DETROIT EDISON COMPANY  
 15600 NINETEEN MILE ROAD  
 MT. CLEMENS, MICHIGAN 48044

Detroit  
Edison

MACOMB DIVISION

Date: February 12, 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 Underground  
Residential Distribution for West River Estates  
Subdivision, located in Part of Private Claim  
546, Town 2 North, Range 13 East, Clinton Township,  
Macomb County, Michigan.

Attached for Records Center is the executed Agreement dated December 7, 1978 for the above named project. Also enclosed are other pertinent papers relative to this project.

Easement for this project was requested by Edward Miles of the Service Planning Department, Macomb Division. The Agreement was negotiated by Robert H. Rehe, Representative of Real Estate, Rights of Way and Claims, Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company made this agreement with Vincent J. Severini, Dominic Severini, Fred Severini, Jr., and Aldo Marrocco, of V.I.P. Development Company, the developers of West River Estates Subdivision.

Please make the attached papers a part of recorded Rights of Way File.

RRC/ds

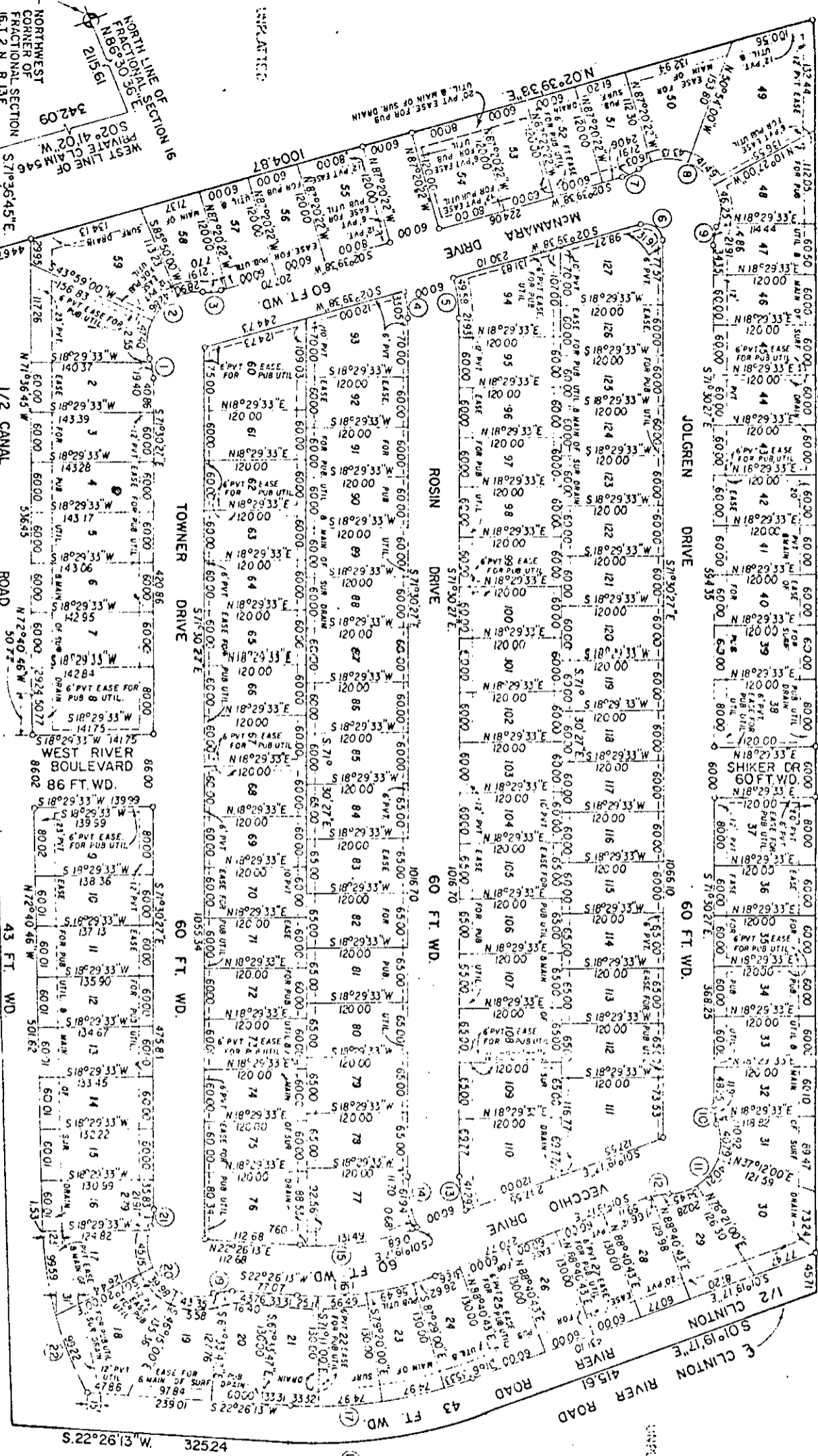
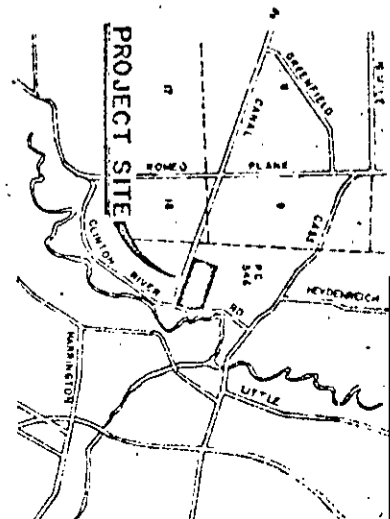
Attachment

RECORDED RIGHT OF WAY NO. 32211

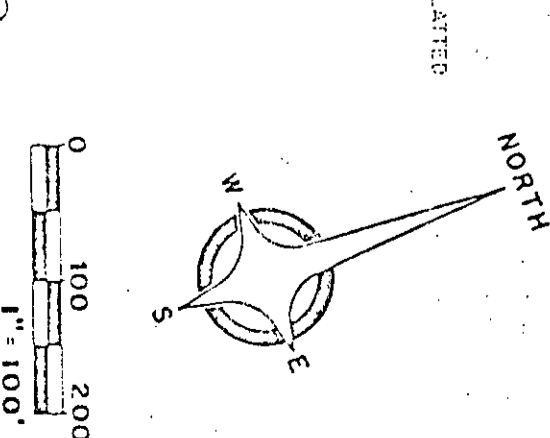
# WEST RIVER ESTATES SUBDIVISION

## PART OF PRIVATE CLAIM 546 TOWN 2 NORTH, RANGE 13 EAST CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

*"AS PROPOSED"*



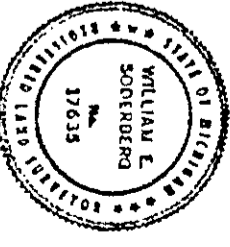
NO	DELTA	FAC US	ARC	CHORD	BEARING	CHORD
1	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
2	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
3	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
4	15° 49' 55"	180.00	33.16	79.25	25° E.	33.05
5	15° 49' 55"	180.00	33.16	79.25	25° E.	33.05
6	105° 49' 55"	20.00	36.64	4.53	36° E.	3.91
7	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
8	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
9	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
10	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
11	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
12	21° 02' 22"	60.00	121.33	3.92	01° 39' W.	21.91
13	19° 48' 55"	112.00	41.59	8.15	24° E.	6.13
14	19° 48' 55"	112.00	41.59	8.15	24° E.	6.13
15	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
16	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
17	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
18	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
19	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
20	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
21	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66
22	23° 45' 35"	357.00	59.94	130.32	4° E.	133.66



**PLAT LEGEND**

ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN IN CHORD LENGTHS.  
CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED "O".  
ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" IRON RODS, 18" LONG.  
(H.R.) DENOTES NON-RADIAL LINES.  
BRACKETS ARE RELATED TO "RIVER OAKS SUBDIVISION" AS RECORDED IN LIBER 71 OF PLATS, PAGES 15 THRU 18, MACOMB COUNTY RECORDS.

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, OR CERTAIN LOIS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND/OR THE MICHIGAN DEPARTMENT OF PUBLIC HEALTH, WHICH ARE INCLUSIVE, OF RECORDS OF THIS COUNTY.



ANDERSON, ECKSTEIN, AND WESTRICK, INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
MOUNT CLEMENS, MICHIGAN 49044

32211

RETURN TO  
R. R. CUMMINGS  
DETROIT EDISON COMPANY  
16600 NINETEEN MILE ROAD  
MR. GLENN, MICHIGAN 48044

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 23,447.40. 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 07/30/79, 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 Nineteen Mile Road  
Mt. Clemens, Michigan, 48044

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

VIP Development Company  
Attn: Aldo Morrocco  
17050 Clinton River Road  
Mt. Clemens, MI 48043

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 VIP Development Co

By [Signature]

Its partner

RECORDED RIGHT OF WAY NO. 33211

**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

7,852 front lot feet x \$1.75 per front lot foot = \$ 13,741.00

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

                     trench feet x \$1.90 per trench foot = \$                     

                     KVA of installed transformer capacity x \$4.00 \$                     

(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** \$ 13,741.00

RECORDED RIGHT OF WAY NO. 33211



ATTACHMENT D

AGREEMENT NUMBER B379 J783

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

Estimated Direct Construction Cost . . . . .	\$ <u>26,447.40</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>3,000.00</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>9,706.40</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>13,741.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>23,447.40</u></b>

RECORDED RIGHT OF WAY NO. 39211



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

DATE: July 11, 1979

VIP Development Company - Attn: Aldo Morrocco

17050 Clinton River Road

Mt. Clemens, MI 48043

RE: West River Estates Subdivision

Gentlemen:

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

Please sign and return <sup>one</sup> ~~two~~ copies of the Certificate below. You may retain the ~~KNIXX~~ copy for your file.  
second

Very truly yours,

*Walter Robinson*  
Service Planner

Date July 11, 1979

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-74873 for this development is in my/our possession and will be used for this purpose.

Name V.I.P. Development Co

Title Partner

Name John J. Robinson

Title Service Planner

Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 33211

**Detroit  
Edison**

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

February 9, 1979

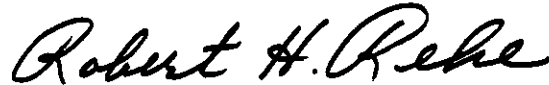
V.I.P. Development Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48044

RE: West River Estates Subdivision - Clinton Township, Macomb  
County, Michigan

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated December 7, 1978 for the underground electric and communication services for the above named project.

Sincerely,



Robert H. Rehe, Representative  
Real Estate and Rights of Way  
Macomb Division

RHR/ds

Enclosure

RECORDED NIGHT OF MAY NO. 32211

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

TO L. G. Sandstrom, 630 W.C.B.

DATE 1-11-79

TIME \_\_\_\_\_

RE: West River Estates Subdivision, Clinton Township, Macomb County, Michigan.

Please have enclosed copies of Agreement-Easement-Restrictions signed by  
Edison and Bell and the jurats completed.

COPIES TO: \_\_\_\_\_

REPORT \_\_\_\_\_

SIGNED

*Robert H. Rehe*  
Robert H. Rehe, Representative  
Real Estate, R/W and Claims  
Macomb Division

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

RECORDED  
RIGHT OF WAY NO.

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

TO Edward Miles, Ser. Pl., MDHQ

DATE 12-14-78

TIME \_\_\_\_\_

RE: Underground Service - West River Estates Subdivision, Clinton Township,  
Macomb County, Michigan.

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

COPIES TO: Lines Office Manager

REPORT \_\_\_\_\_

SIGNED

*Robert H. Rehe*  
Robert H. Rehe, Representative  
Real Estate, R/W and Claims  
Macomb Division

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_

RECORDED  
RIGHT OF WAY NO.



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

November 27, 1978

V.I.P. Development Company  
17050 Clinton River Road  
Mt. Clemens, Michigan 48044

RE: West River Estates Subdivision, Clinton Township, Macomb  
County, Michigan.

Gentlemen:

Enclosed is the Agreement-Easement-Restrictions for the above described project prepared for signatures of owners of record as indicated on documents furnished by you. If there are now any additional owners involved, their signatures and evidence of their ownership are also required. Please have the original and 1 copy executed and returned to us. We will then have the Agreement executed by Edison and Michigan Bell Telephone Company. A copy should be retained by you until you receive a copy of the fully executed document from us.

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

Your attention is called to Paragraph No. 9 of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of this instrument, fully executed, will assist in prompt scheduling of our work to be completed in your project. Please return document to Robert H. Rehe, 15600 19 Mile Road, Mt. Clemens, Michigan 48044 (Phone 286-9370).

Sincerely,

Robert H. Rehe, Representative  
Real Estate and Rights of Way  
Macomb Division

RHR:pb

Enclosure

RECORDED FILED OF TAX NO. 32211

APPLICATION FOR U.R.D. EASEMEN

DE FORM RR 11 5-73

FD DL	E & RW JSE	DATE REC'D 11-6-78	DE-BELL NO. ME-8-48
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TO: R. CUNNINGHAM  
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

DISTRICT MACOMB

Application No. \_\_\_\_\_

Date 11-6-78

We have included the following necessary material and information:

MATERIAL:

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

INFORMATION:

1. Project name WEST RIVER ESTATES SUB County MACOMB

City/Township/Village CLINTON TWP. Section No. 16

Type of Development  Subdivision  Mobile Home Park  
 Apartment Complex  Other

2. Name of Owner V.I.P. DEVELOPMENT CO Phone No. 294-2070

Address 17050 - CLINTON RIVER RD.

Owner's Representative RICHARD DUDEN Phone No. 294-2070

3. Date Service is Wanted 1-10-79

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 M.B.T.

b. Other utility engineer names, addresses, phone numbers: FRANK LAUFF 100 S. GRATIOT  
MT. CLEMENS MI. 48043

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

Lot No. \_\_\_\_\_

8. Additional information or comments: \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 32211

NOTE: Trenching letter  attached  will be submitted later.

Signed E. Miles  
SERVICE PLANNING DEPARTMENT

Address \_\_\_\_\_ Phone \_\_\_\_\_

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

**AGREEMENT**, made this 10th day of July, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and VIP Development Company - Aldo Morrocco hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 127 lots/buildings numbered \_\_\_\_\_ in the development known as West River Estates Subdivision (hereinafter called the "Development") located in Township 2N, Range 13E, Section Priv. Clm. 546, Clinton Township, 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-74873 dated 01/10/79, 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. 39211

# WEST RIVER ESTATES SUBDIVISION

PART OF PRIVATE CLAIM 546 TOWN 2 NORTH, RANGE 13 EAST  
CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

SURVEYOR'S CERTIFICATE

I, William E. Soderberg, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat, described as follows:

"WEST RIVER ESTATES SUBDIVISION" part of Private Claim 546, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan and being more particularly described as: Beginning at a point on the Centerline of Canal Road (86.0 feet wide) which is N. 86° 30' 36" E. 2115.61 feet along the North Line of Fractional Section 16 to the West Line of Private Claim 546; thence S. 02° 41' 02" W. 342.09 feet along the West Line of Private Claim 546 to the Centerline of said Canal Road; thence along the Centerline of said Canal Road S. 71° 36' 45" E. 808.00 feet from the Northwest corner of Fractional Section 16; thence N. 02° 39' 38" E. 1004.87 feet; thence S. 71° 30' 27" E. 1513.51 feet to the Centerline of Clinton River Road (86.0 feet wide); thence along the Centerline of said Clinton River Road S. 01° 19' 17" E. 415.61 feet; thence continuing on the Centerline of said Clinton River Road along a curve concave to the West whose central angle is 23 Degrees 45 Minutes 30 Seconds, radius is 570.47 feet, arc length is 236.55 feet and whose long chord is S. 10° 33' 28" W. 234.86 feet; thence continuing along the Centerline of said Clinton River Road S. 22° 26' 13" W. 325.24 feet to the Centerline of said Canal Road; thence along the Centerline of said Canal Road N. 72° 40' 46" W. 865.73 feet; thence continuing along the Centerline of said Canal Road N. 71° 36' 45" W. 524.74 feet to the Point of Beginning and Containing Lots 1 thru 127 and Containing 33.13 Acres.

That I have made such survey, land division and plat by the direction of the owners of such land.

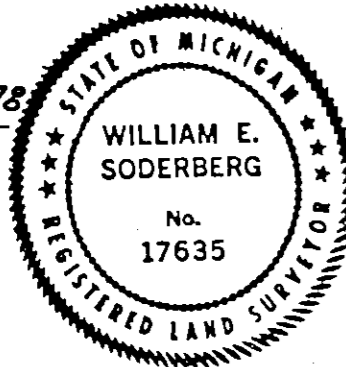
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision of it.

That the required monuments and lot markers have been located in the ground or that surety has been deposited with the Municipality, as required by Section 125 of the Act.

That the accuracy of survey is within the limits required by Section 126 of the Act.

That the bearings shown on the plat are expressed as required by Section 126 (3) of the Act and as explained in the Legend.

October 6, 1978  
Date



ANDERSON, ECKSTEIN AND WESTRICK, INC.  
*William E. Soderberg*  
William E. Soderberg, R.L.S. #17635  
Vice-President  
42800 Garfield Road  
Mount Clemens, Michigan, 48044

PROPRIETOR'S CERTIFICATE

WE, AS PROPRIETORS, CERTIFY THAT WE CAUSED THE LAND EMBRACED IN THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THE PRIVATE EASEMENTS SHOWN ON THE PLAT ARE FOR PUBLIC UTILITIES AND MAINTENANCE OF SURFACE DRAINAGE.

V.I.P. DEVELOPMENT CO. File No. 2932-78  
A REGISTERED MICHIGAN M.C.R.  
CO-PARTNERSHIP Filed June 20, 1978  
17050 CLINTON RIVER ROAD  
MOUNT CLEMENS, MICHIGAN 48044

WITNESSES:

*Mary Gadowski*  
MARY GADOWSKI

*Gerald R. Larsen*  
GERALD R. LARSEN

*Vincent J. Severini*  
VINCENT J. SEVERINI, PARTNER

*Dominic Severini*  
DOMINIC SEVERINI, PARTNER

*Fred Severini Jr.*  
FRED SEVERINI, JR., PARTNER

*Aldo Marrocco*  
ALDO MARROCCO, PARTNER

ACKNOWLEDGEMENT

STATE OF MICHIGAN }  
MACOMB COUNTY } S.S.

PERSONALLY CAME BEFORE ME THIS 10<sup>TH</sup> DAY OF OCTOBER, 1978, OF THE ABOVE NAMED CO-PARTNERSHIP, VINCENT J. SEVERINI, CO-PARTNER, DOMINIC SEVERINI, CO-PARTNER, FRED SEVERINI JR., CO-PARTNER AND ALDO MARROCCO, CO-PARTNER, 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.

*Patrick L. Marinelli*  
NOTARY PUBLIC - PATRICK L. MARINELLI

MACOMB COUNTY, MICHIGAN

MY COMMISSION EXPIRES: NOVEMBER 3, 1981

PROPRIETOR'S CERTIFICATE

MICHIGAN NATIONAL BANK OF DETROIT, A NATIONAL BANKING ASSOCIATION, "AS TO ITS MORTGAGEE'S INTEREST ONLY", A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MICHIGAN BY EDWARD KLUSOWSKI, GROUP VICE-PRESIDENT, AND R. J. LOREE, ASSISTANT VICE-PRESIDENT, AS PROPRIETOR, HAS CAUSED THE LAND TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT AND THAT THE STREETS ARE FOR THE USE OF THE PUBLIC AND THE PRIVATE EASEMENTS SHOWN ON THE PLAT ARE FOR PUBLIC UTILITIES AND MAINTENANCE OF SURFACE DRAINAGE.

MICHIGAN NATIONAL BANK OF DETROIT  
22595 W. EIGHT MILE ROAD  
DETROIT, MICHIGAN 48219

WITNESSES:

*J.L. Boltrick*  
J.L. BOLTRICK

*G.K. Frazier*  
G.K. FRAZIER

*Edward Klusowski*  
EDWARD KLUSOWSKI  
GROUP VICE-PRESIDENT

*R. J. Loree*  
R. J. LOREE  
ASSISTANT VICE-PRESIDENT

ACKNOWLEDGEMENT

STATE OF MICHIGAN }  
WAYNE COUNTY } S.S.

PERSONALLY CAME BEFORE ME THIS 12<sup>TH</sup> DAY OF OCTOBER, 1978, EDWARD KLUSOWSKI, GROUP VICE-PRESIDENT AND R. J. LOREE, ASSISTANT VICE-PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH GROUP VICE-PRESIDENT AND ASSISTANT VICE-PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE FREE ACT AND DEED OF SAID CORPORATION, BY ITS AUTHORITY.

*Judith L. Boltrick*  
NOTARY PUBLIC - JUDITH L. BOLTRICK

WAYNE COUNTY, MICHIGAN

MY COMMISSION EXPIRES: NOVEMBER 22, 1980

COUNTY TREASURER'S CERTIFICATE

THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE FIVE YEARS PRECEDING October 17, 1978, INVOLVING THE LANDS INCLUDED IN THIS PLAT.

*Marilyn Baunoch, Deputy*  
MARILYN BAUNOCH, DEPUTY COUNTY TREASURER  
MACOMB COUNTY

COUNTY DRAIN COMMISSIONER'S CERTIFICATE

APPROVED ON 10/18/78 AS COMPLYING WITH SECTION 192 OF ACT 288, P.A. 1967 AND THE APPLICABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE COUNTY OF MACOMB.

*Thomas S. Welsh*  
THOMAS S. WELSH, DRAIN COMMISSIONER

CERTIFICATE OF COUNTY ROAD COMMISSIONERS

APPROVED ON 11-8-78 AS COMPLYING WITH SECTION 183 OF ACT 288, P.A. 1967 AND THE APPLICABLE PUBLISHED RULES AND REGULATIONS OF THE BOARD OF ROAD COMMISSIONERS OF MACOMB COUNTY.

*Joseph P. Perry*  
JOSEPH P. PERRY, CHAIRMAN

*Matthew J. Gaberty*  
MATHEW J. GABERTY, VICE-CHAIRMAN

*John J. Zoccola*  
JOHN J. ZOCOLA, COMMISSIONER

CERTIFICATE OF MUNICIPAL APPROVAL

I CERTIFY THAT THIS PLAT WAS APPROVED BY THE TOWNSHIP BOARD OF THE TOWNSHIP OF CLINTON, AT A MEETING HELD \_\_\_\_\_ AND WAS REVIEWED AND FOUND TO BE IN COMPLIANCE WITH ACT 288, P.A. OF 1967. SURETY HAS BEEN DEPOSITED WITH THE CLERK FOR THE PLACING OF MONUMENTS AND MARKERS WITHIN ONE YEAR FROM THE ABOVE DATE. MINIMUM LOT WIDTH AND AREA REQUIRED BY SECTION 186 (D) ACT 288 OF P.A. 1967 HAS BEEN WAIVED AND CONFORMS WITH THE LEGALLY ADOPTED ZONING AND SUBDIVISION CONTROL OF CLINTON TOWNSHIP. SURETY HAS BEEN DEPOSITED WITH THE CLERK TO INSURE THE INSTALLATION OF PUBLIC SEWER AND PUBLIC WATER SERVICE.

E. MICHAEL RHOADS, CLERK

COUNTY PLAT BOARD CERTIFICATE

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

EDNA MILLER  
CLERK-REGISTER OF DEEDS

ROBERT A. VER KUILEN, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ADAM E. NOWAKOWSKI  
COUNTY TREASURER

RECORDING CERTIFICATE

STATE OF MICHIGAN }  
COUNTY OF MACOMB } S.S.

THIS PLAT WAS RECEIVED FOR RECORDING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 197 AT \_\_\_\_\_, AND RECORDED IN LIBER \_\_\_\_\_ OF PLATS ON PAGES \_\_\_\_\_.

EDNA MILLER  
CLERK-REGISTER OF DEEDS



ANDERSON, ECKSTEIN, AND WESTRICK INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
MOUNT CLEMENS, MICHIGAN 48044

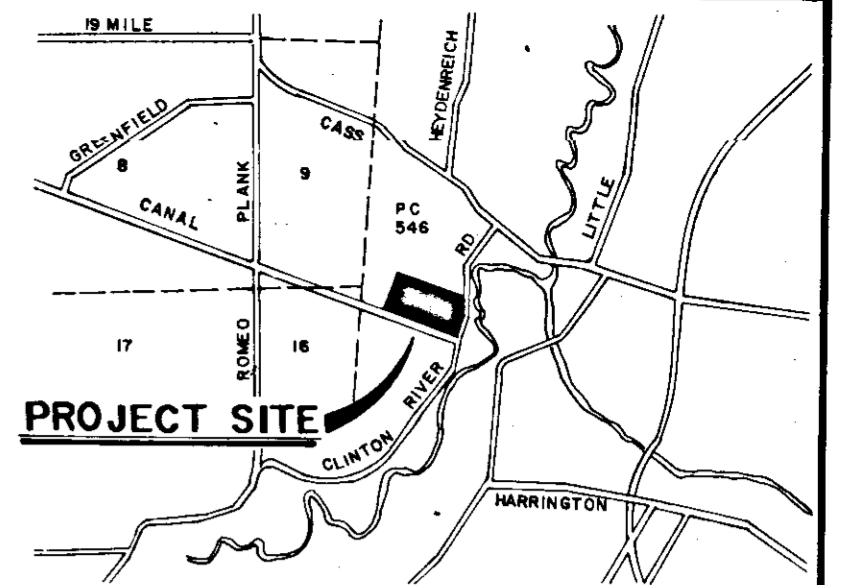


RECORDED RIGHT OF WAY NO. 32211

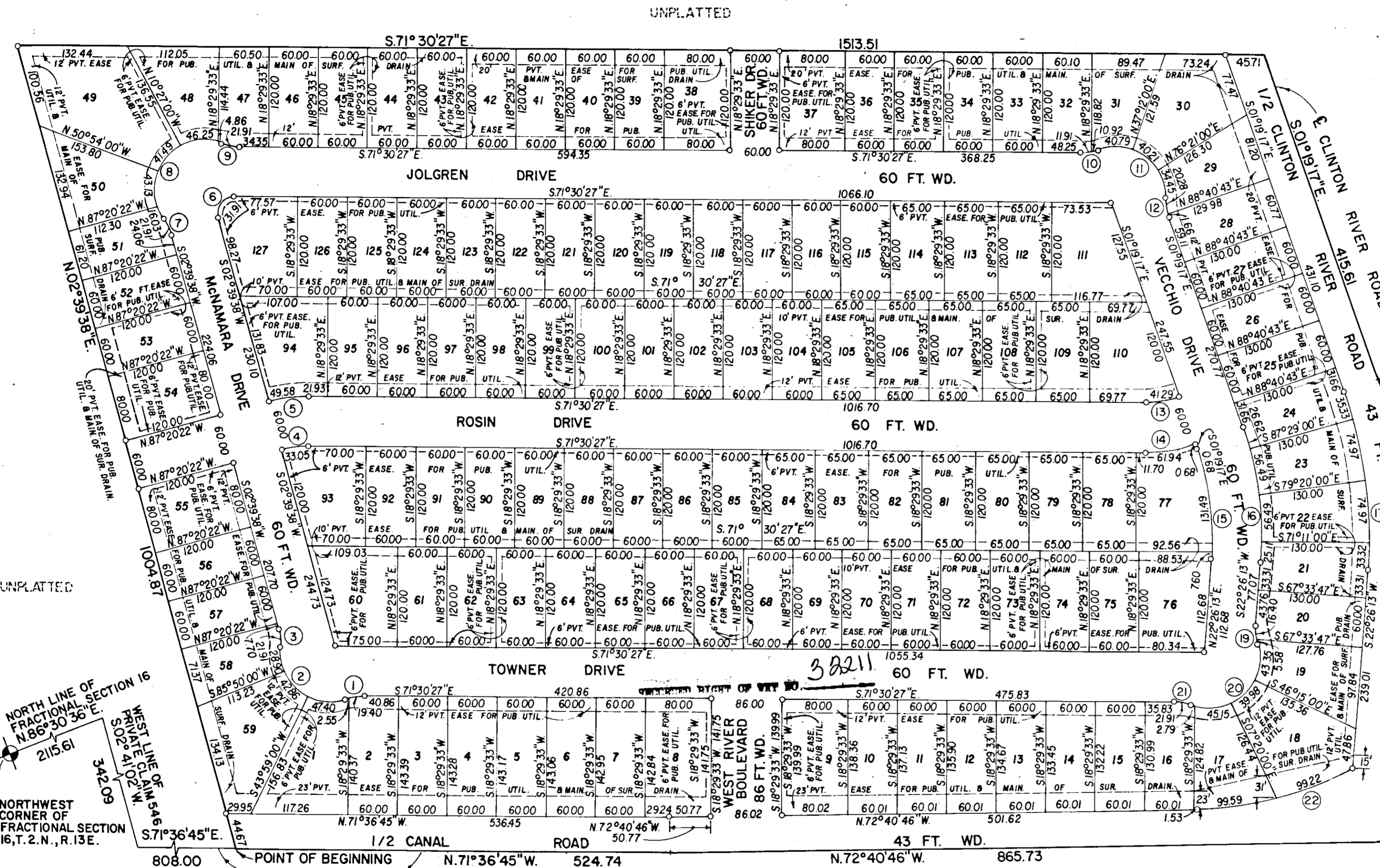
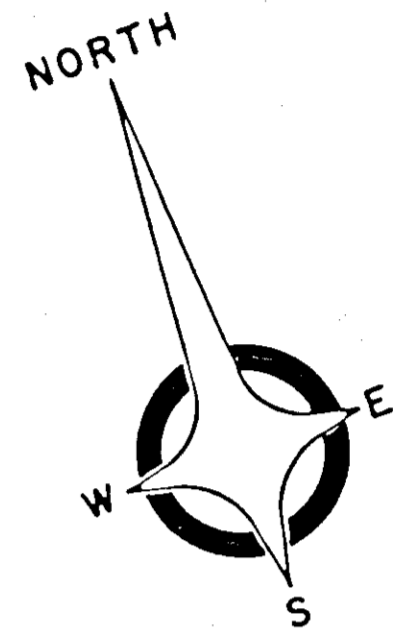
R 32211

# WEST RIVER ESTATES SUBDIVISION

PART OF PRIVATE CLAIM 546 TOWN 2 NORTH, RANGE 13 EAST  
CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



LOCATION MAP  
NOT TO SCALE



UNPLATTED

UNPLATTED

UNPLATTED

NORTH LINE OF FRACTIONAL SECTION 16  
N. 86° 30' 36" E.  
215.61

WEST LINE OF PRIVATE CLAIM 546  
S. 02° 14' 02" W.  
342.09

NORTHWEST CORNER OF FRACTIONAL SECTION 16, T. 2 N., R. 13 E.  
S. 71° 36' 45" E.  
44.67

POINT OF BEGINNING  
CANAL ROAD  
N. 71° 36' 45" W. 524.74

WEST RIVER BOULEVARD  
86 FT. WD.  
N. 72° 40' 46" W. 865.73

43 FT. WD.  
N. 72° 40' 46" W. 865.73

PLAT LEGEND

ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVILINEAR DIMENSIONS ARE SHOWN IN CHORD LENGTHS.  
CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED "O".  
ALL LOT CORNERS HAVE BEEN MARKED BY 1/2" IRON RODS, 18" LONG.  
(N.R.) DENOTES NON-RADIAL LINES.  
BEARINGS ARE RELATED TO "RIVER OAKS SUBDIVISION" AS RECORDED IN LIBER 71 OF PLATS, PAGES 15 THRU 18, MACOMB COUNTY RECORDS.

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED, ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND/OR THE MICHIGAN DEPARTMENT OF PUBLIC HEALTH, WHICH ARE RECORDED IN LIBER \_\_\_\_\_, PAGE \_\_\_\_\_ INCLUSIVE, OF RECORDS OF THIS COUNTY.

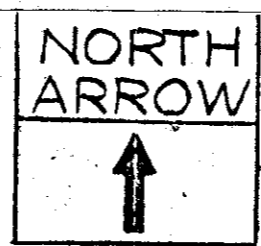
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
1	21° 02' 22"	60.00	22.03	N. 82° 01' 38" W.	21.91
2	116° 14' 49"	60.00	121.73	N. 34° 25' 24" W.	101.90
3	21° 02' 22"	60.00	22.03	N. 13° 10' 49" E.	21.91
4	15° 49' 55"	120.00	33.16	S. 79° 25' 25" E.	33.05
5	15° 49' 55"	180.00	49.74	S. 79° 25' 25" E.	49.58
6	105° 49' 55"	20.00	36.94	N. 55° 34' 36" E.	31.91
7	21° 02' 22"	60.00	22.03	N. 07° 51' 33" W.	21.91
8	147° 54' 39"	60.00	154.89	N. 55° 34' 35" E.	115.33
9	21° 02' 22"	60.00	22.03	S. 60° 59' 16" E.	21.91
10	21° 02' 22"	60.00	22.03	S. 82° 01' 38" E.	21.91
11	112° 15' 54"	60.00	117.56	S. 36° 24' 52" E.	99.64
12	21° 02' 22"	60.00	22.03	S. 09° 11' 54" W.	21.91
13	19° 48' 50"	120.00	41.50	S. 81° 24' 52" E.	41.29
14	19° 48' 50"	180.00	62.25	S. 81° 24' 52" E.	61.94
15	23° 45' 30"	337.47	139.94	S. 10° 33' 28" W.	138.94
16	23° 45' 30"	397.47	164.82	S. 10° 33' 28" W.	163.64
17	23° 45' 30"	527.47	218.72	S. 10° 33' 28" W.	217.16
18	23° 45' 30"	570.47	236.55	S. 10° 33' 28" W.	234.86
19	21° 02' 22"	60.00	22.03	S. 11° 55' 02" W.	21.91
20	128° 08' 04"	60.00	134.18	S. 65° 27' 53" W.	107.92
21	21° 02' 22"	60.00	22.03	N. 60° 59' 16" W.	21.91
22	27° 22' 53"	417.00	199.28	S. 86° 22' 13" E.	197.39



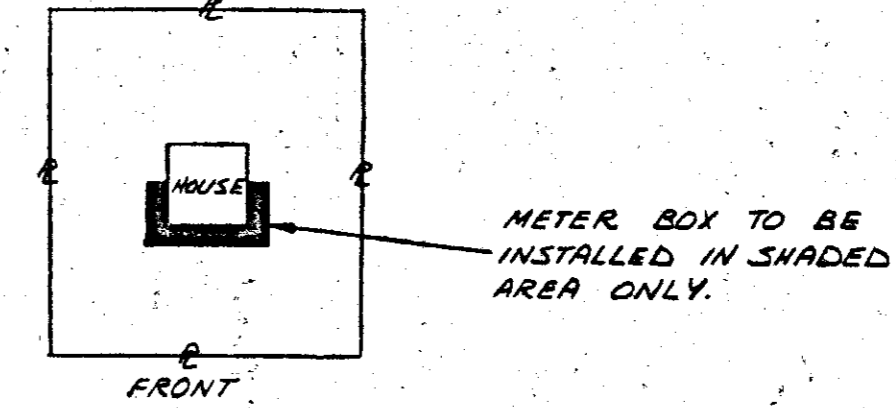
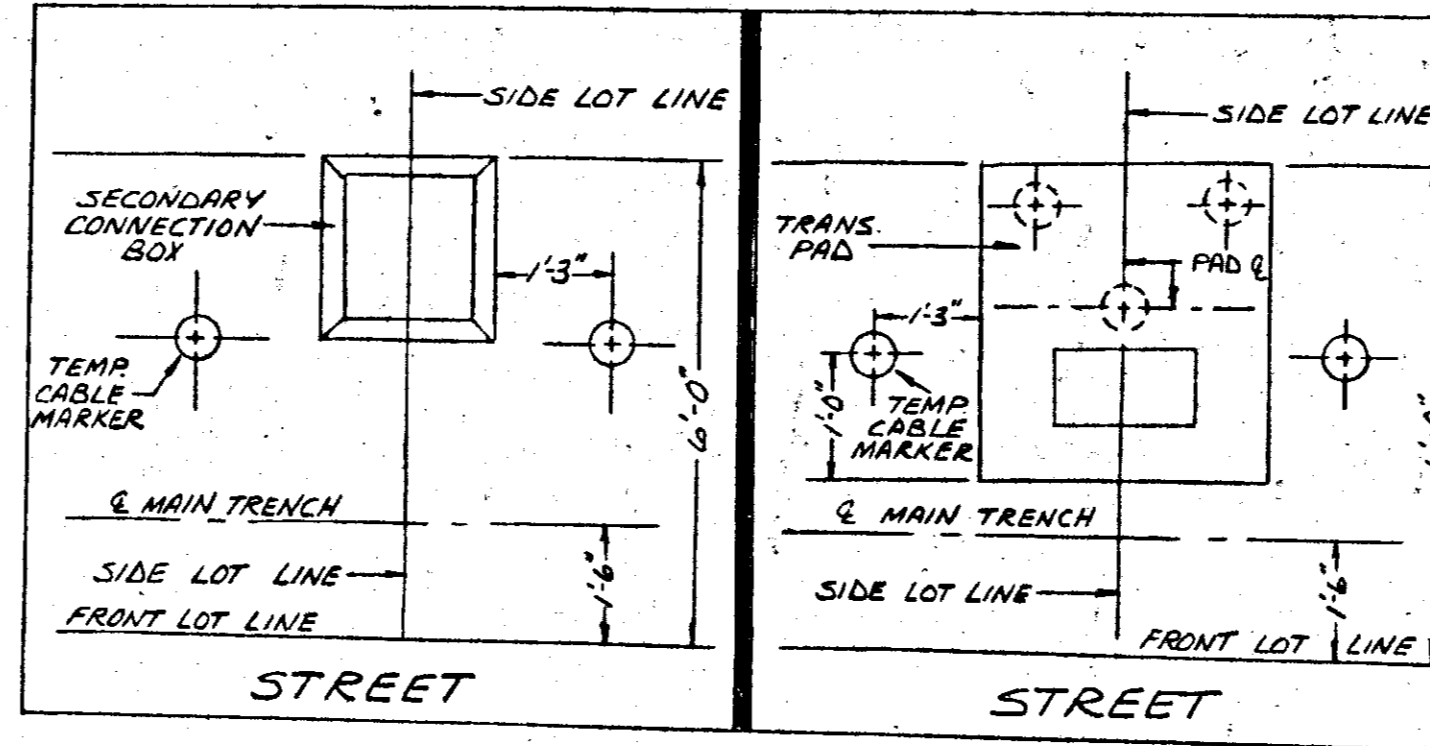
ANDERSON, ECKSTEIN, AND WESTRICK INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
MOUNT CLEMENS, MICHIGAN 48044

RECORDED RIGHT OF WAY NO. 32211

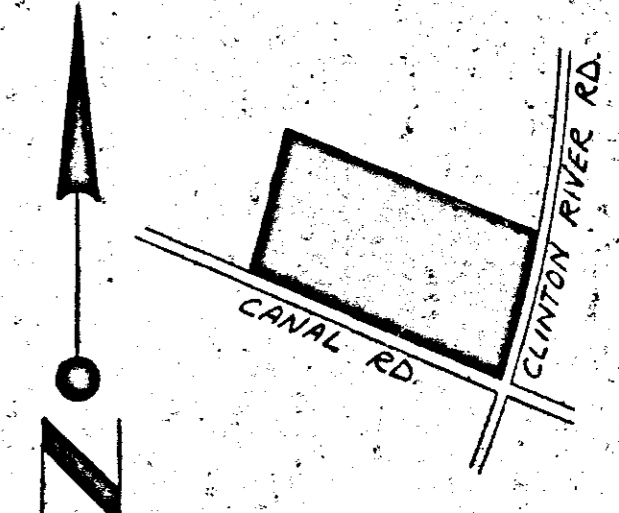
R 32211



INSTALL AS PER SKETCH  
BELOW UNLESS OTHERWISE NOTED



LOCATION SKETCH



- TRANSFORMER SPECS. 17-261
- PEDESTAL SPEC.-R13
- NO. OF PEDESTALS
- TEMP. CABLE MARKERS 127
- SEC. CONNECTION BOXES 21
- CODE -
- Ⓜ SECONDARY CONNECTION BOX
- Ⓞ 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

NOTES

- 1 SECONDARY CABLE SHALL BE AT 24" DEPTH
- 2 PRIMARY CABLE SHALL BE AT 30" DEPTH
- 3 BORE ALL ROAD CROSSINGS 37'
- 4 TRENCHING ON SANITARY SEWER SIDE TO BE 6' FROM PROPERTY LINE.
- 5 TRENCHING ON WATER LINE OF STREET TO BE 18" FROM PROPERTY LINE.
- 6 ALL SECONDARY ROAD CROSSINGS ARE 'D.E. ONLY'
- 7 13.2 KV THRU 250 KVA 150-UP
- 8 ALL TRANSFORMER DOOR OPENINGS FACE STREET

CABLE SUMMARY

ITEM#	2 XLPE V	13.2 KV	713 3062	7071'
ITEM#	AP2-350M & 1-4/0	600 V.	713-0537=	2324'
ITEM#	AP2-2/0 & 1-#1	600 V.	713-0614=	5024'

5% ADDED

TRENCH SUMMARY

JOINT USE	7363'
D. E. ONLY	990'
TEL. ONLY	400'
TOTAL	8753'

SITE SUPT. R. DUDEN  
PHONE NO. 294-2070

- GENERAL NOTES -

TRENCHING TO BE DONE BY D.E.CO.  
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
SEE DRAWING UI-1-2369 FOR TRANS. MAT. DETAILS.  
SEE PAGE 3-2-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)  
SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).  
D.E. SERVICE PLANNER: ED MILES 286-9415  
TEL. CO.: FRANK LAHOFF 465-7757

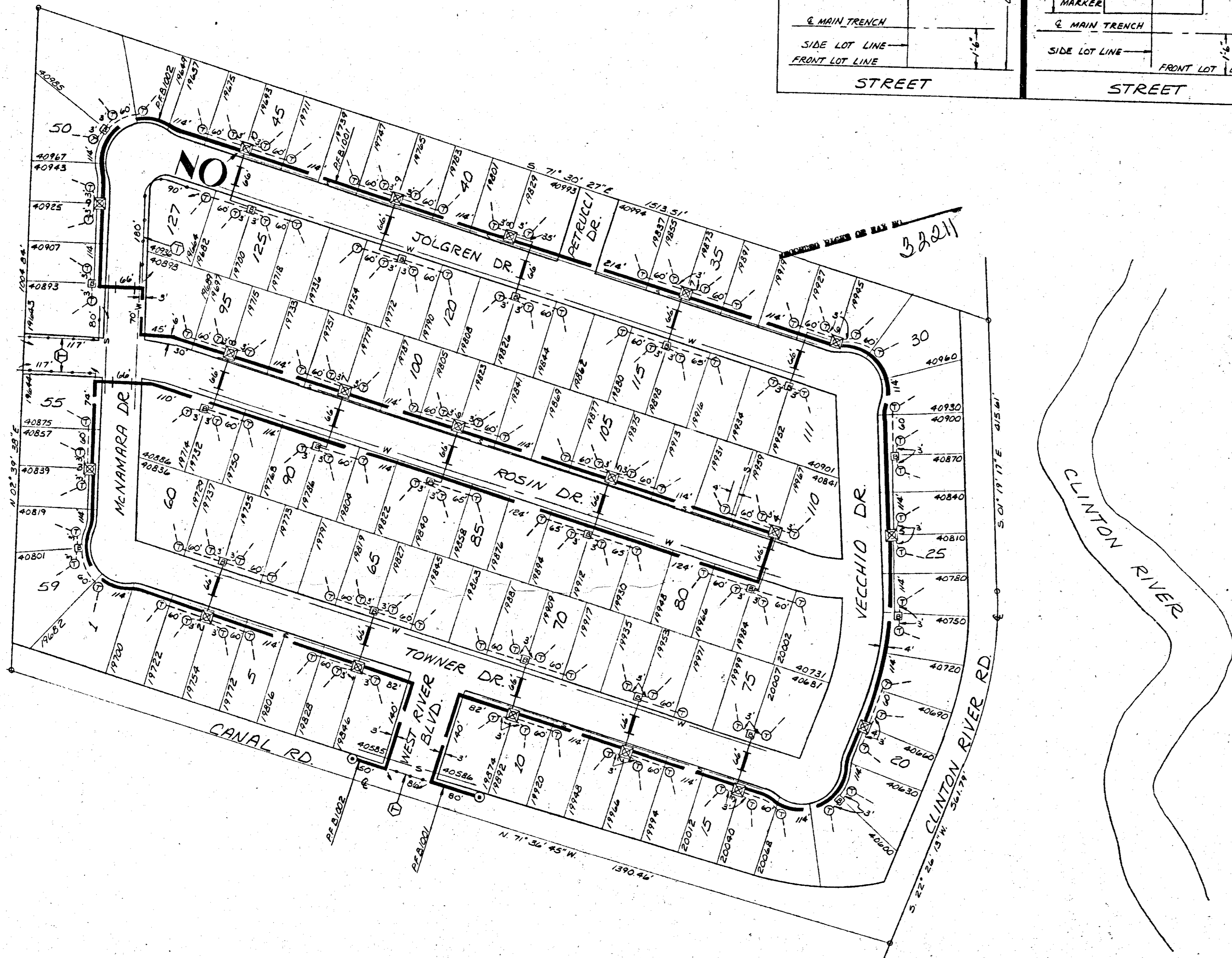
CONTACT "MISS DIG" 500-482-7171 BEFORE DOING ANY EXCAVATION.

PERMITS REQUIRED

NOTIFICATION, CLINTON TOWNSHIP  
MACOMB COUNTY ROAD COMMISSION  
SOIL EROSION PERMIT

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
B1001-1	50	661-1152
-2		
-3		
-4		
-5		
-6		
-7		
-8		
-9		
-10		
B1002-1	50	661-1152
-2		
-3		
-4		
-5		
-6		
-7		
-8		
-9		



D REVISION			C REVISION			B REVISION			A REVISION			REFERENCE	NAME	DATE	JOB TITLE	THE DETROIT EDISON COMPANY				
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			SERVICE PLANNING DEPARTMENT		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			SCALE		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			NUMBER OF UNITS		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			WORK ORDER NUMBER		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			LATEST REVISION		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			DISTRIBUTION CIRCUIT		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			THRU		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			307 MT. CLEMENS 13.2KV 150-UP		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			DEPT. ORDER NUMBER		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			78A-74873		
DRAWN BY			CHECKED BY			APPROVED BY			DRAWN BY			CHECKED BY			APPROVED BY			SHEET 1 OF 1 SHEETS		

RECORDED RIGHT OF WAY NO. 3321

R3221