

SMOKLER WIXOM No. 5  
SUBDIVISIONS PLATTED

AGREEMENT - RESTRICTIONS

8  
2/20

This instrument made this 21<sup>st</sup> day of MARCH, 1979, 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 :

A parcel of land has been subdivided in the City of Wixom, County of Oakland, State of Michigan, described as:

Part of the northeast 1/4 of Section 30, Town 2 North, Range 8 East, City of Wixom, Oakland County, Michigan, as recorded in Liber 162 of Plats, Pages 28 and 29 of Oakland County Records.

And, WHEREAS 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 said underground utility services 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) In addition to the easements set forth in the plat, owners agree to grant by separate instrument, additional easements deemed necessary for electric and communication utilities.

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

(4) Whereas, 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 for electric and communication facilities.

(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, interfere with their facilities or when removal is necessary to repair and maintain their underground service facilities.

RECORDED HIGH OF MAY 20 3 22 17

LYNN D. ALLEN  
REGISTER OF DEEDS

1979 APR 4 PM 3 38

RECORDED  
OAKLAND COUNTY, MICHIGAN  
REGISTER OF DEEDS RECORDS

(return over) 9.00

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

(7) Owners to provide for clearing the easements of trees, large stumps and obstructions.

(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 or 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 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 at the front or rear property lines to 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 will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.

(12) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders issued, from time to time, by the Michigan Public Service Commission.

(13) EDISON will own and maintain the secondary service 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.

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

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

In the Presence of:

Mary Ann Klos  
MARY ANN KLOS

Barbara Ann Maher  
BARBARA ANN MAHER

J. Douglas Roy  
J. DOUGLAS ROY

Barbara J. Baker  
BARBARA J. BAKER

THE DETROIT EDISON COMPANY

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

By Irene C. Kata  
IRENE C. KATA, Assistant Secretary

MICHIGAN BELL TELEPHONE COMPANY

By Angelo Marinelli  
ANGELO MARINELLI  
Staff Supervisor, Right of Way  
(authorized signature)

RECORDED RIGHT OF WAY NO. 32217

BIRMINGHAM ALABAMA

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

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 26th day of March, 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 DAKLAND )

On this 29th day of MARCH, 1979, before me the subscriber, a Notary Public in and for said County, appeared ANGELO MARINELLI to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR 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 ANGELO MARINELLI acknowledged said instrument to be the free act and deed of said corporation.

J. Douglas Roy  
Notary Public, \_\_\_\_\_ County, Michigan

J. DOUGLAS ROY  
Notary Public, Wayne County, Michigan  
My Commission Expires January 27, 1982

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

RECORDED RIGHT OF WAY NO. 32217

200

68-1143  
COMMUN V 10

1968 JAN 27 10 10 AM

WALTER WASHINGTON

WALTER WASHINGTON

FOR DOUGLAS ROY  
Michigan Public Works Commission  
1000 East River Street  
BIRMINGHAM, ALABAMA 35202

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

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM NO 77 12-93

TO WILLIAM WOODARD DATE 3-22-79 TIME \_\_\_\_\_

Re: Underground Service - SNOOKER WILSON SUB NO 5

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO:

FILE

REPORT

W. WOODARD Service Planner

SIGNED

Omer V. Racine

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

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

TIME \_\_\_\_\_

SIGNED \_\_\_\_\_



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

April 19, 1979


Mr. Billy Pitts  
Bert L. Smokler and Company  
17515 West Nine Mile Rd., Suite 950  
Southfield, Michigan 48075

Gentlemen:

Re: Smokler Wixom Subdivision No. 5

We are enclosing herewith a fully executed copy of the agreement dated March 21, 1979 for the underground electric and communication service for the above named project.

Sincerely,

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

OVR/lis  
Enclosures

RECORDED RIGHT OF WAY NO. 32217



BERT L. SMOKLER AND COMPANY  
17515 West Nine Mile Road  
Suite 950  
Southfield, Michigan 48075

WITNESSES:

Rosa L. Rose

Rosa L. Rose

Bernice Schunter

Bernice Schunter, Secretary

Barbara Helen Archer

Barbara Helen Archer

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF OAKLAND )

Personally came before me this 21st day of March 1979,  
Bernice Schunter, Secretary of the above named corporation, to me known to  
be the person who executed the foregoing instrument and acknowledged that  
she executed the foregoing instrument as such officer as the free act and  
deed of said corporation, by its' authority.

Barbara Helen Archer

Barbara Helen Archer  
Notary Public Macomb County, Michigan  
(acting in Oakland County)

My Commission Expires: June 14, 1981

Prepared by:  
Omer V. Racine  
The Detroit Edison Company  
30400 Telegraph Road  
Birmingham, Michigan 48010

RECORDED RIGHT OF WAY NO. 32217

4 -  
L. I.  
30400 TELEGRAPH ROAD  
BIRMINGHAM, MICHIGAN 48010

00A 2041 TTAT 300

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>J. Robertson</i>	3/22/79
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

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

# BERT L. SMOKLER & COMPANY

9th Flr., 17515 W. Nine Mile Rd. • Southfield, Mich. 48075 • (313) 559-0900

March 21, 1979

Detroit Edison Company  
30400 Telegraph Road  
Birmingham, Michigan 48010

Attention: Mr. Omer V. Racine - Room 272

Re: Smokler Wixom Sub #5  
Wixom, Michigan

Gentlemen:

With reference to your letter of March 20, 1979, enclosed is the original and two copies of the Agreement-Easement Restrictions for the above subject project which we have executed.

Very truly yours,

BERT L. SMOKLER & COMPANY



Rosa L. Rose

R  
Encs.

RECORDED RIGHT OF WAY NO.

33217

**Detroit  
Edison**

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

Phone 645-4378

March 20, 1979

Mr. Billy Pitts  
Bert L. Smokler and Company  
17515 West Nine Mile Road, Suite 950  
Southfield, Michigan 48075

Gentlemen:

Re: SMOKLER WIXOM SUBDIVISION No. 5

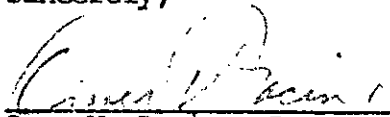
Enclosed is the original and two copies of the Agreement-Easement restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained 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. 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 these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,

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

OVR/lrs  
Enclosures

RECORDED  
RIGHT OF WAY NO. 32217

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

AGREEMENT, made this 13 day of March, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Bert L. Smokler & Company, with offices at 990 Honeywell Building, 17515 W. Nine Mile Road, hereinafter called the "Developer". Southfield, Michigan

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 65 lots/buildings numbered 143 thru and including 207 in the development known as Smokler Wixom Subdivision No. 5 (hereinafter called the "Development") located in Township 2N, Range 8E, Section 30, City of Wixom, 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-64511 dated November 13, 1978, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

RECORDED RIGHT OF WAY NO. 38217

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 15,494.00. 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.

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 April 9, 1979, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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

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

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

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

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Bert L. Smokler & Company

990 Honeywell Building

17515 W. Nine Mile Road

Southfield, Michigan 48075

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

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

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

**THE DETROIT EDISON COMPANY**

By John Thomas

John Thomas

Its Acting Director, Service Planning

**DEVELOPER Bert L. Smokler & Company**

By Dilly S. Potts

Its General Manager

RECORDED RIGHT OF WAY NO. 32217



ATTACHMENT D

AGREEMENT NUMBER C179J394

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

Estimated Direct Construction Cost . . . . .	\$ <u>15,494.00</u>
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ <u>-0-</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ <u>7,020.00</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>8,474.00</u>
<b>TOTAL PAYMENT REQUIRED \$ <u>15,494.00</u></b>	

RECORDED RIGHT OF WAY NO. 32217

**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		
	<u>4,842</u> front lot feet x \$1.75 per front lot foot =	\$	<u>8,474.00</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	_____ trench feet x \$1.90 per trench foot =	\$	<u>-0-</u>
	_____ KVA of installed transformer capacity x \$4.00	\$	<u>-0-</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	<b>TOTAL</b>	\$	<u><b>8,474.00</b></u>

RECORDED RIGHT OF WAY NO. 32217



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

DATE: March 13, 1979

Bert L. Smokler & Company  
990 Honeywell Building  
17515 W. Nine Mile Road  
Southfield, Michigan 48075

RE: Smokler Wixom Subdivision No. 5

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,

William A. Stoddard  
Service Planner

3-13-79  
Date

WW: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 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-64511 for this development is in my/our possession and will be used for this purpose.

Name Billy J. Little  
Title General Manager  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO.

39217

APPLICATION FOR U.R.D. EASEMENTS

DE FORM RR 11 5-73

FOR RE & RW DEPT. USE

DATE REC'D 3-19-79

DE-BELL NO. OE 9-23

TO: JAMES ROBERTSON REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

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

DISTRICT OAKLAND

Date 3-19-79

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 SMOGLER WIXOM SUB #5 County OAKLAND

City/Township/Village WIXOM Section No. 30

Type of Development [X] Subdivision [ ] Mobile Home Park [ ] Apartment Complex [ ] Other

2. Name of Owner BERT L. SMOGLER & CO Phone No. 559-0900

Address 990 - HONEYWELL BLDG - 17515 W 9 MILE SFLD - 48075

Owner's Representative BILLY PITTS Phone No. 559.0900

3. Date Service is Wanted \_\_\_\_\_

4. Entire project will be developed at one time . . . . . [ ] YES [X] NO

5. Cable poles on property . . . . . [X] YES [ ] NO

6. Joint easements required . . . . . [X] YES [ ] NO

a. Name of other utilities MBT.

b. Other utility engineer names, addresses, phone numbers: G GALBRAITH, 968-5865

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

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

8. Additional information or comments: REQUEST FOR EASEMENTS WAS NOT REQUESTED BECAUSE OF SERVICE PLANNER ERROR

NOTE: Trenching letter [ ] attached [X] will be submitted later.

Signed [Signature] SERVICE PLANNING DEPARTMENT

Address Oakland Phone 675-4127

RECORDED RIGHT OF WAY NO. 32217

# SMOKLER WIXOM SUBDIVISION NO. 5

PART OF THE N.E. 1/4 OF SECTION  
30, T.2N., R.8E., CITY OF WIXOM,  
OAKLAND CO., MICHIGAN

### PLAT LEGEND:

ALL DIMENSIONS ARE IN FEET. ALL DIMENSIONS ON THE CURVE ARE MEASURED ALONG THE ARC.

(R) DENOTES RADIAL LOT LINE

ALL LOT MARKERS ARE 1/2" IRON PIPES AND ARE 18" LONG. THE SYMBOL (o) INDICATES A CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO "SMOKLER WIXOM SUBDIVISION NO. 1" AS RECORDED IN LIBER 150, PAGES 9 AND 10, OAKLAND COUNTY RECORDS.

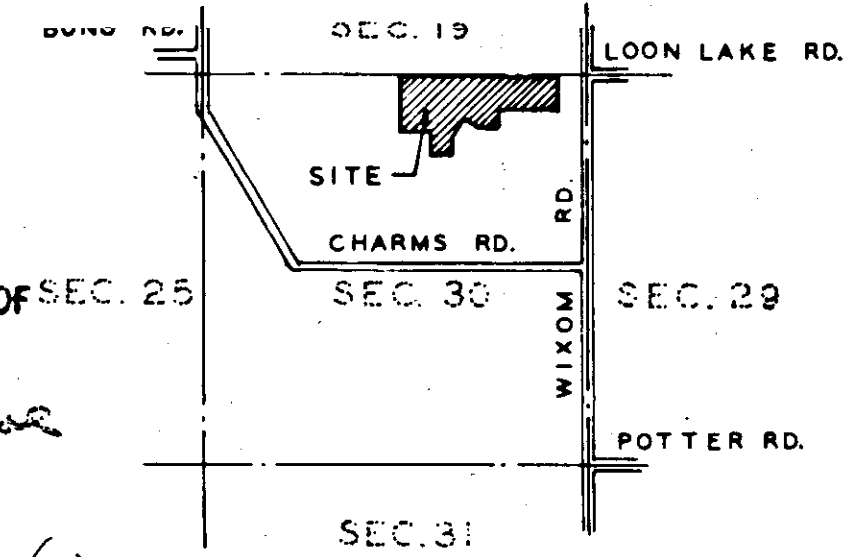
Certified TRUE COPY OF  
RECORDED PLAT

*Loren E. Monroe*

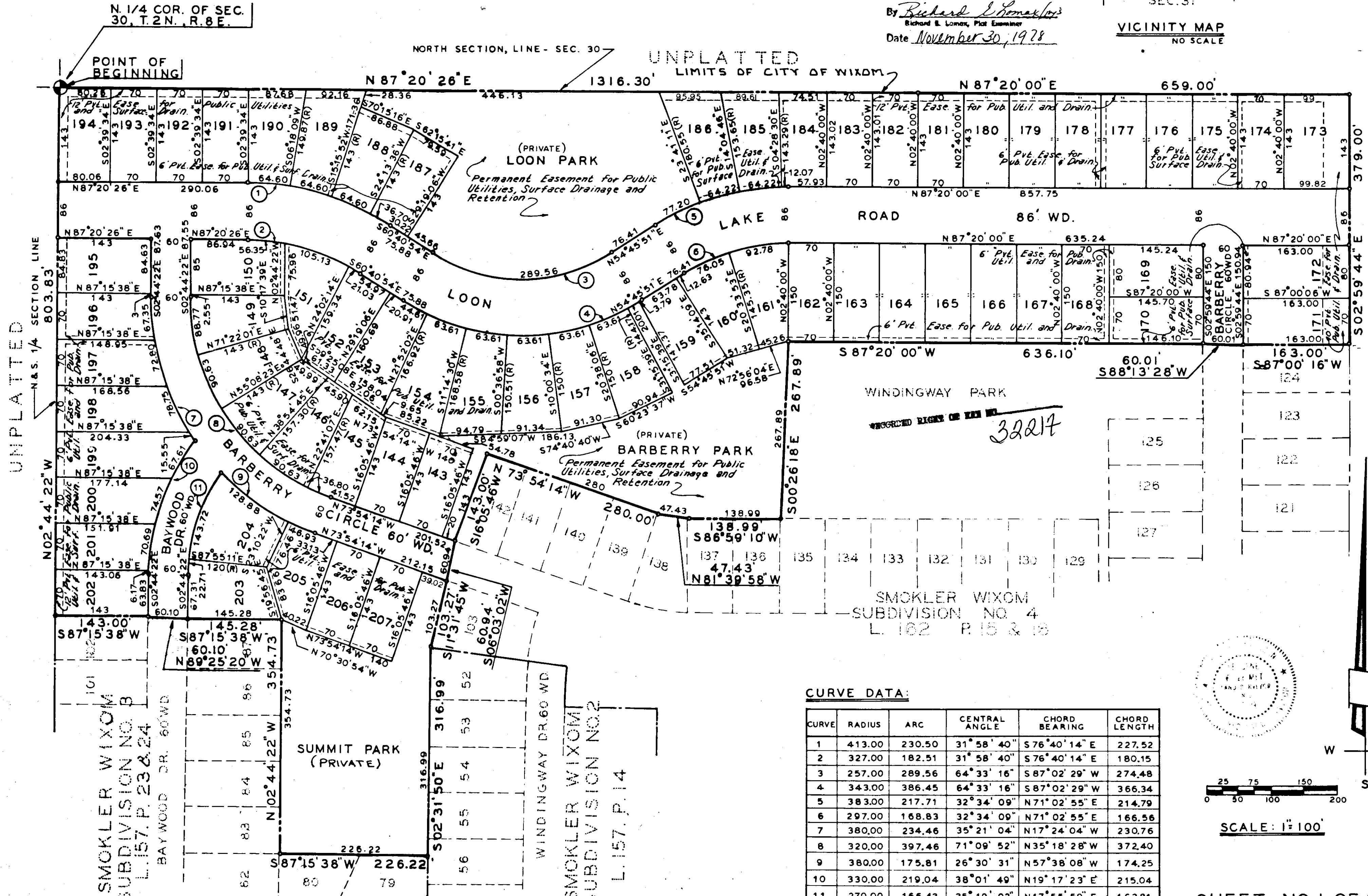
LOREN E. MONROE  
STATE TREASURER

By *Richard E. Lomas*  
Richard E. Lomas, Plat Examiner

Date *November 30, 1978*



VICINITY MAP  
NO SCALE

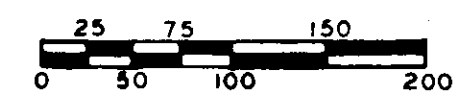
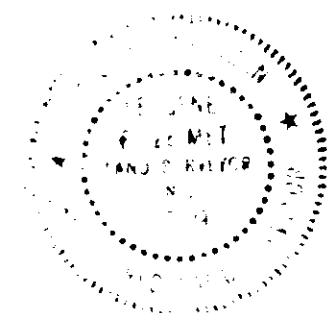


UNPLATTED

UNPLATTED

### CURVE DATA:

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
1	413.00	230.50	31° 58' 40"	S76° 40' 14" E	227.52
2	327.00	182.51	31° 58' 40"	S76° 40' 14" E	180.15
3	257.00	289.56	64° 33' 16"	S87° 02' 29" W	274.48
4	343.00	386.45	64° 33' 16"	S87° 02' 29" W	366.34
5	383.00	217.71	32° 34' 09"	N71° 02' 55" E	214.79
6	297.00	168.83	32° 34' 09"	N71° 02' 55" E	166.56
7	380.00	234.46	35° 21' 04"	N17° 24' 04" W	230.76
8	320.00	397.46	71° 09' 52"	N35° 18' 28" W	372.40
9	380.00	175.81	26° 30' 31"	N57° 38' 08" W	174.25
10	330.00	219.04	38° 01' 49"	N19° 17' 23" E	215.04
11	270.00	166.43	35° 19' 02"	N17° 55' 59" E	163.81



SCALE: 1" = 100'



RECORDED RIGHT OF WAY NO. 32217

R 32217