

AGREEMENT - EASEMENT - RESTRICTIONS

1/9
3/2

This instrument made this 7th day of April, 1978, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as GREEN HILL COMMONS PHASE III, on land in the City of Farmington, 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 accommodate 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 Rules and Regulations adopted from time to time the Michigan Public Service Commission.

RECORDED RIGHT OF WAY NO. 30228

RECORDED MICHIGAN
OAKLAND COUNTY REGISTER
1978 APR 26 PM 3:22
LYNN D. ALLEN
CLERK REGISTER OF DEEDS

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

9.00
15.00

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RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
80400 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:

Mary Ann Klos
MARY ANN KLOS

Katherine Hayes
K. KATHERINE HAYES

Douglas Roy
DOUGLAS ROY

Brian W. Lays
BRIAN W. LAYS

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, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By Robert K. Crowhurst
ROBERT K. CROWHURST
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO. 32928

100-10811

100-10811

100-10811

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100-10811

ROBERT A. CROWHURST

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 17th day of April, 1978, 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 Dir., R/E & R/W Dept and Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment 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.

T. KATHERINE HAYES
Notary Public, Oakland County, Mich.
Acting in Wayne
My Comm. Expires February 10, 1980

T. Katherine Hayes

Notary Public, Wayne County, Michigan

My Commission Expires: _____

RECORDED RIGHT OF WAY NO. 34928

STATE OF MICHIGAN)
) SS.
COUNTY OF DAKLAND)

RECORDED
MICHIGAN COUNTY RECORDS
1978 APR 28 PM 3:07
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

On this 20TH day of APRIL, 1978, before me the subscriber,

a Notary Public in and for said County, appeared ROBERT K. CROWHURST
to me personally known, who being by me duly sworn did say that he is STAFF
SUPERVISOR R/W 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 ROBERT K. CROWHURST
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, 1983

My Commission Expires: _____

207

007



ROBERT K. CROWHURST

ROBERT K. CROWHURST

J. DOUGLAS ROY
Notary Public, Wayne County, Michigan
My Commission Expires January 25, 1988

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
20400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

SHARON DEVELOPMENT COMPANY
A Michigan Corporation
24610 Michigan Avenue
Dearborn, Michigan 48126

WITNESSES:

Eugene F. Zeimet
Eugene F. Zeimet

John F. Uznis
John F. Uznis, President

Patricia A. Wozniak
PATRICIA A. WOZNIAK

Evelyn R. Uznis
Evelyn R. Uznis, Secretary-Treasurer

STATE OF MICHIGAN)
COUNTY OF Oakland) SS:

Personally came before me this 7th day of April 1978, John F. Uznis, President, and Evelyn R. Uznis, Secretary-Treasurer, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary-Treasurer 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.

RECORDED RIGHT OF WAY NON
399228

My Commission expires: 8-12-80

Eugene F. Zeimet
Eugene F. Zeimet
Notary Public, Oakland County, Michigan

APPENDIX "A"

Part of the East 1/2 of Section 32, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, described as beginning at a point said point being distant the following 3 courses along Green Hill Commons No. 2 as recorded in Liber 151, pages 27 and 28 Oakland County Records North 81°40'10" West 123.62 feet and 35.00 feet along the arc of a curve to the left, radius 316.78 feet, central angle 06°19'50" chord length 34.98 feet and a chord bearing of North 05°09'55" East and North 02°00'00" East 129.70 feet and North 84°27'37" East 95.61 feet and 50.82 feet along the arc of a curve to the right, radius 505.00 feet, central angle 05°45'57", chord length 50.80 feet and a chord bearing of North 87°20'35" East from the N.E. corner of Lot 135 of said Green Hill Commons No. 2; thence from said point of beginning 1586.50 feet along the arc of a curve to the right, radius 505.00 feet, central angle 180°00'00", chord length 1010.00 feet and a chord bearing of South 00°13'34" West; thence North 89°46'26" West 140.00 feet; thence North 00°13'34" East 250.00 feet; thence South 89°46'26" East 90.00 feet; thence North 00°13'34" East 295.00 feet; thence South 89°46'26" East 50.00 feet; thence North 00°13'34" East 465.00 feet to the point of beginning.

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

OFFICE OF THE
ATTORNEY GENERAL

STATE OF MICHIGAN



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

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

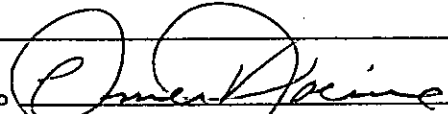
TO GEORGE WHITE

4-10-78 TIME _____

Re: Underground Service - GREEN HILL COMMONS PHASE III - APTS
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: ✓ FILE

SIGNED



REPORT

GEORGE WHITE, SERVICE PLANNER

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

DATE RETURNED _____

TIME _____

SIGNED _____

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

AGREEMENT, made this 31 day of August, 1978, between The Detroit Edison Company, hereinafter called the "Company" and Sharon Development Company, with offices at 24610 Michigan Avenue, Dearborn, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 9 lots/buildings numbered 23 thru 31 in the development known as Green Hill Commons Apartments No. 3 (hereinafter called the "Development") located in Township 1N, Range 9E, Section 32, Farmington, 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-64099 dated April 18, 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:

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. 32228

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 7,539.00. 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. 34228

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 September 5, 1978, the Developer will deliver to the Company an executed Certificate of Grade certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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:

Sharon Development Company

24610 Michigan Avenue

Dearborn, Michigan 48126

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 Sharon Development Company

By John F. Uznis
John F. Uznis

Its President

RECORDED RIGHT OF WAY NO. 27228

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>2,915</u> trench feet x \$1.90 per trench foot =	\$	<u>5,539.00</u>
	<u>500</u> KVA of installed transformer capacity x \$4.00	\$	<u>2,000.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	TOTAL	\$	<u>7,539.00</u>

RECORDED RIGHT OF WAY NO. 39278

ATTACHMENT D

AGREEMENT NUMBER C278J758

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

Estimated Direct Construction Cost	\$ 8,745.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ 8,000.00
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ -0-
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 7,539.00
TOTAL PAYMENT REQUIRED	\$ 7,539.00

RECORDED RIGHT OF WAY NO. 33228



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

DATE: August 31, 1978

Sharon Development Company
24610 Michigan Avenue
Dearborn, Michigan 48124

RE: Green Hill Commons Apartments No. 3

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,

George White
Service Planner

Aug 31, 1978
Date

GW: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-64099 for this development is in my/our possession and will be used for this purpose.

Name *John White*
Title owner

Name _____
Title _____
Date _____

RECORDED RIGHT OF WAY NO. 33228

**Detroit
Edison**

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

Phone 645-4378

May 8, 1978

Mr. John F. Uznis
Sharon Development Company
24610 Michigan Avenue
Dearborn, Michigan 48126

Gentlemen:

Re: GREEN HILL COMMONS APARTMENTS PHASE III

We are enclosing herewith a fully executed copy of the agreement dated April 7, 1978 for the underground electric and communication service for the above named project.

Sincerely,



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

OVR/ls
Enclosures

RECORDED RIGHT OF WAY NO. 33228

**Detroit
Edison**

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

Phone 645-4378

March 27, 1978

Mr. John F. Uznis
Sharon Development Company
24610 Michigan Avenue
Dearborn, Michigan 48126

Gentlemen:

Re: GREEN HILL COMMONS APARTMENTS PHASE III

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 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/lr
Enclosures

RECORDED RIGHT OF WAY NO. 33328

Detroit
Edison

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

February 6, 1979

Mr. John F. Uznis
Sharon Development Company
24610 Michigan Avenue
Dearborn, Michigan 48126

Gentlemen:

Re: GREEN HILL COMMONS APARRMENTS
Phase III

We are enclosing herewith a copy of the "as installed" Drawing No.
77A-64099 for the underground electric and communication
services for the above named project.

Sincerely,



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

OVR/lis
Enclosures

RECORDED RIGHT OF WAY NO.

39928

APPLICATION FOR U.R.D. EASEMENTS*

DE FORM RR 11 5-73

FOR DEP Y RW DATE REC'D 3-20-78 OL-BELL NO. OE 8-25

TO: J. ROBERTSON REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 3-17-78

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 - ON SITE PLAN
2 Site plan.
3 Title information deed, title commitment, contract with title commitment, or title search.

INFORMATION:

1. Project name GREEN HILL COMMONS APTS. #3 County OAKLAND

City/Township/Village FARMINGTON HILLS Section No. 32

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

2. Name of Owner SHARON DEVELOPMENT CO. Phone No. 478-0228

Address 24610 MICHIGAN AVE, DEARBORN MI

Owner's Representative JOAN UZNIS PRESIDENT Phone No. _____

3. Date Service is Wanted JUNE 13, 1978

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

5. Cable poles on property - ON SUBDIVISION #3 [] YES [x] NO

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

a. Name of other utilities MICHIGAN BELL TEL

b. Other utility engineer names, addresses, phone numbers: C. COX 968-0162

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

Lot No. _____

8. Additional information or comments: DO IN CONJUNCTION WITH GREEN HILL COMMONS SUB #3

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

Signed: [Signature] SERVICE PLANNING DEPARTMENT

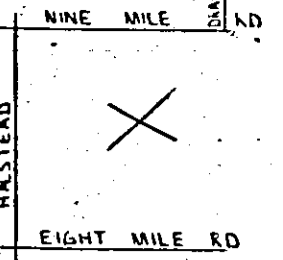
Address _____ Phone _____

RECORDED RIGHT OF WAY NO. 399228

NORTH
ARROW

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LIBER 7429 PAGE 182



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.
H1487-2	50 KVA	
-3	100 KVA	
-4	50 KVA	
-5	50 KVA	
H1492-2	50 KVA	
-3	50 KVA	
-4	100 KVA	

SEE 77A-64090

TRANSFORMER SPECS. 1-17-261 + 1-52-370E
PEDESTAL SPEC.-R13
NO. OF PEDESTALS: 0

- CODE -

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

EASEMENT LOCATIONS

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- Gas
- Proposed Conduit

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

CABLE SUMMARY

ITEM#	#2APEC X 1 132 KV	713-3029	290'
ITEM#	AP2-350M & 1-4/0 600 V.	713-0537	241'
ITEM#	AP2-2/0 & 1-#1 600 V.	713-0614	

TRENCH SUMMARY

JOINT USE	208'
D. E. ONLY	48'
TEL. ONLY	56'
TOTAL	312'

SITE SUPT. JOHN UZNIS
PHONE NO. 478-0228

- 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 "J2" FOR ENTRANCE POINT DETAILS (APPS. ONLY). SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBDS ONLY). D.E. SERVICE PLANNER: G.D. WHITE - 45-4109 TEL. CO.: CHARLES COX - 368-1062

CONTACT "MISS DIG" (647) 3441 BEFORE DOING ANY EXCAVATION. EASEMENTS INDICATED BY OUR CENTERLINES ARE 16' SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
CITY OF FARMINGTON HILLS

NOTE: DEVELOPER IS RESPONSIBLE FOR ON SITE SOIL EROSION & SEDIMENTATION CONTROLS.

START DATE ~9-1-78

START 9-8-78
FINISH 7-27-78
KNIGHT CONSTRUCTION

NOTE: 4" PKWY FOR ROAD CROSSING FURNISHED BY D.E.CO. INSTALLED BY CUSTOMER

R=505.00
A=1586.00
A=180°00'00"
C=1010.00'
CR=500°13'34"W

D	C	B	A	REFERENCE	DATE	JOB TITLE
			AS INSTALLED IN FIELD	77A-64090	7-18-78	GREEN HILL COMMONS APARTMENTS PHASE-3
					8-8-78	NE 1/4 OF SEC 32 - TIN. RD E CITY OF FARMINGTON HILLS DAKLAND CO MICHIGAN
					8-8-78	

THE DETROIT EDISON COMPANY			
SERVICE PLANNING DEPARTMENT			
SCALE	NUMBER OF SHEETS	WORK ORDER NUMBER	
1" = 50'	140	36784J159	
LATEST REVISION	DISTRIBUTION CIRCUIT	DEPT. ORDER NUMBER	
	8210 SUNSET-13.2 KV	77A-64099	
		SHEET 1 OF 1 SHEETS	

R3228

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

3228

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THE DETROIT EDISON COMPANY
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