

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:18 P.M.

LIBER 3068 PAGE 425

A562700

FEB 15 1979

LIBER 2959 PAGE 366

A505008

Edna M. Hill
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 17th day of May, 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 a ^{condominium} ~~apartment~~ known as MEADOW BRIDGE EAST CONDOMINIUM, on land in the Township of Harrison, County of Macomb, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

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

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

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

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

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:37 P.M.

JUN 14 1978

Edna M. Hill
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED NIGHT OF PAY NO. 29235

13

RECORDED IN MACOMB COUNTY
RECORDS AT
M.

FEB 15 1978

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

LIBER 3068 PAGE 388

LIBER 3068 PAGE 388

18825700

18825700

RETURN TO
R. B. CUMMINGS
DETROIT EDISON COMPANY
1500 NINETEEN HILL ROAD
MT. CLEMENS, MICHIGAN 48044

TO THE REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

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

- 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:

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. Fewksbury
ROBERT R. FEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

By Irene C. Kata
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By K. H. Shelton
K. H. SHELTON
DIVISION STAFF ASSISTANT
(authorized signature)

RECORDED RIGHT OF WAY

33235

CT. 10. 25
DRAFTED BY:
DE FORM LE 11-11-71 CS
Michael J. McCabe
15600 19 Mile Road
Mt. Clemens, Michigan 48044

NOV 19 1944



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 26th day of May, 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., Real Estate and Assistant Secretary
Rights of Way Dept.
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.

Barbara Ann Maher
Notary Public, Wayne County, Michigan

My Commission Expires: _____
BARBARA ANN MAHER
Notary Public, Wayne County, Mich.
My Commission Expires 8-23-78



RECORDED RIGHT OF WAY NO. 32235

STATE OF MICHIGAN)
) SS.
COUNTY OF Macomb)

On this 12th day of June, 1978, before me the subscriber,
a Notary Public in and for said County, appeared K. H. SHELTON
to me personally known, who being by me duly sworn did say that he is _____
DIVISION STAFF ASSISTANT 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 K. H. SHELTON
acknowledged said instrument to be the free act and deed of said corporation.

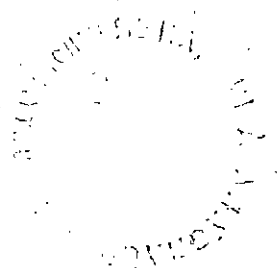
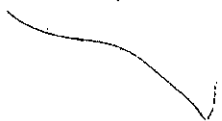
Melford Hartman
Notary Public, _____ County, Michigan

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

My Commission Expires: _____

151-880

880-151



DETROIT EDISON COMPANY
MICHIGAN

DETROIT EDISON COMPANY
MICHIGAN

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

APPENDIX "A"

"MEADOW BRIDGE EAST CONDOMINIUM", Being a part of Supervisor's Plat No. 2, Part of P.C.'s 173 and 164, Town 2 North, Range 13 and 14 East, Harrison Township, Macomb County, Michigan, as recorded in Liber 16 of Plats, on Page 8, Macomb County Records, also described as: Lot 51 except the East 200.00 feet, Lot 52 except the East 200.00 feet and Lot 53 except the East 200.00 feet and also except a parcel of said Lot 53 described as commencing at the Northwest corner of said Lot 53, Thence N 85°50'45" E 230.08 feet, Thence S 02°59'30" W 77.14 feet, Thence N 89°14'07" W 225.91 feet to the East line of Union Lake Road right-of-way (50.00 feet wide), Thence N 00°26'45" E 57.35 feet to the point of beginning.

FRANK D. WILBERDING, INC.,
A Michigan Corporation
29901 Civic Center Blvd.,
Warren, Michigan 48093

Witness: Susan E. Halsey
Susan E. Halsey
Margaret M. Schrage
Margaret M. Schrage

BY: Frank D. Wilberding
Frank D. Wilberding, President
BY: Thomas Wilberding
Thomas Wilberding, Secretary-Treasurer

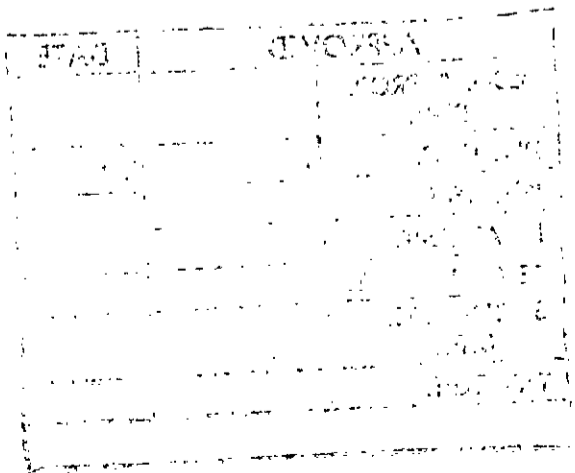
STATE OF MICHIGAN)
) SS
COUNTY OF Macomb)

On this 17th day of May, 19 78, before me appeared Frank D. Wilberding and Thomas Wilberding, to me personally known, who being by me severally duly sworn, did say that they are respectively President and Secretary-Treasurer of Frank D. Wilberding, Inc., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Frank D. Wilberding and Thomas Wilberding acknowledged the said instrument to be the free act and deed of the said Frank D. Wilberding, Inc.

Margaret M. Schrage
Margaret M. Schrage
Notary Public Oakland County, Michigan.
 Operating in Macomb County

My Commission Expires: 3-17-79

RECORDED RIGHT OF WAY NO. 39235



DETROIT EDISON COMPANY
15600 NINETEEN MILE ROAD
MT. CLEMENS, MICHIGAN 48044

APPROVED

DATE

BY

FOR

USE

APPROVED

DATE

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>R.R.C.</i>	5-18-78
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.	<i>R.R.C.</i>	5/24/78
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: March 1, 1979

To: Margaret J. Horvath
Records Center

From: Robert R. Cunningham *RRC*
Supervisor - Real Estate, R/W and Claims
Macomb Division

Subject: Agreement-Easement-Restrictions for Underground
Residential Distribution for Meadow Bridge East
Condominium, located in Part of Supervisor's
Plat No. 2, Part of P.C.'s 173 and 164, Town 2
North, Range 13 and 14 East, Harrison Township,
Macomb County, Michigan.

Attached for Records Center is the executed Agreement dated
May 17th, 1978 for the above named project. Also enclosed
are other pertinent papers relative to this project.

Easement for this project was requested by Phillip Howard
of the Service Planning Department, Macomb Division. The
Agreement was negotiated by Michael J. McCabe, Representative
of Real Estate, Rights of Way and Claims, Macomb Division.

Detroit Edison Company and Michigan Bell Telephone Company
made this agreement with Frank D. Wilberding, President, and
Thomas Wilberding, Secretary-Treasurer, of Frank D. Wilberding,
Inc., the developers of Meadow Bridge East Condominium.

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

RRC:pb

Attachment

RECORDED RIGHT OF WAY NO.

32235

MEMORANDUM ORDER

FOR GENERAL USE

DE FORM MS 77 12-53

TO Philip Ward, Ser. Pl., MDHQ

TE 5-18-78

TIME _____

RE: Underground service - Meadow Bridge East Condominium, Harrison Township,
Macomb County.

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

COPIES TO: Lines Office Manager

SIGNED _____

**Michael J. McCabe, Representative
Real Estate, R/W and Claims
Macomb Division**

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

MEMORANDUM ORDER

FOR GENERAL USE
DE FORM MS 77 12-53

TO L. G. F dstrom, 630 W.C.B

DATE 5-18-78

TIME _____

RE: Meadow Bridge East Condominium - Harrison Township, Macomb County.

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

COPIES TO: _____

SIGNED _____

Michael J. McCabe
Michael J. McCabe, Representative
Real Estate, B/W and Claims
Macomb Division

REPORT _____

DATE RETURNED _____

TIME _____

SIGNED _____

RECORDED
FILING
OFFICE
MAY 20 1978

**Detroit
Edison**

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

July 19, 1978


Frank D. Wilterding, Inc.
29901 Civic Center Blvd.
Warren, Michigan 48093

RE: Meadow Bridge East Condominium, Harrison Township, Macomb
County, Michigan.

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated May 17th, 1978, for the underground electric and communication services for the above named project.

Sincerely,


Michael J. McCabe, Representative
Real Estate and Rights of Way
Macomb Division

MJM:pb

Enclosure

RECORDED INDEXED OF FILE NO. 922335

**Detroit
Edison**

2000 Second Avenue
Detroit, Michigan 48226
(313) 237-8000
Macomb Division
15600 19 Mile Road
Mt. Clemens, Michigan 48044

May 12, 1978

Frank D. Wilberding, Inc.
29901 Civic Center Blvd.
Warren, Michigan 48093

RE: Meadow Bridge East Condominium - Harrison 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. 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 this instrument, fully executed, will assist in prompt scheduling of our work to be completed in your project. Please return document to Michael J. McCabe, 15600 19 Mile Road, Mt. Clemens, Michigan 48044 (Phone 2869369).

Sincerely,


Michael J. McCabe, Representative
Real Estate and Rights of Way
Macomb Division

MJM:pb

Enclosure

RECORDED

36235

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

AGREEMENT, made this 15th day of May, 1978, between The Detroit Edison Company, hereinafter called the "Company" and Frank D. Wilberding, Inc. hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 240/120 volt secondary service to 14 lots/buildings numbered Meadow Bridge East Condominiums in the development known as (hereinafter called the "Development") located in Township Harrison, Range 2N R13 & 14E Section Private Claim, 173 & 164 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-74704 dated 5-10-78, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

RECEIVED BY THE COMPANY
 5-22-78
 92235

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 5,714.40. 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 June 12, 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**

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Frank D. Wilberding, Inc.

29901 Civic Center Blvd.

Warren, Michigan 48093

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 Ferris S. Bourjaily
Ferris S. Bourjaily

Its Director, Service Planning

DEVELOPER

By Tom Wilberding

Its SEC - TREAS.

RECEIVED DETROIT OF MAY 20. 1985

ATTACHMENT C

SCHEDULE OF REFUNDS

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

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

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a)	Single Home Subdivisions		
	_____ front lot feet x \$1.75 per front lot foot =	\$	_____
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>2,376</u> trench feet x \$1.90 per trench foot =	\$	<u>4,514.40</u>
	<u>300</u> KVA of installed transformer capacity x \$4.00	\$	<u>1,200.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-</u>
	TOTAL	\$	<u>5,714.40</u>

PREPARED RIGHT OF WAY NO. 33235

ATTACHMENT D

AGREEMENT NUMBER B278 J327

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

Estimated Direct Construction Cost	\$	<u>3,841.60</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>6,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)		
Refundable Line Extension Advance	\$	<u>-</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	<u>5,714.40</u>
TOTAL PAYMENT REQUIRED \$		<u>5,714.40</u>

RECORDED FROM DE FILE NO. 33235



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

DATE: May 15, 1978

Frank D. Wilberding, Inc.
29901 Civic Center Blvd.
Warren, MI. 48093

RE: Meadow Bridge East Condominiums

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,

Phillip W. Howard
Service Planner

5-15-78
Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-74704 for this development is in my/our possession and will be used for this purpose.

Name Frank Wilberding

Title Sec - Treas.

Name _____

Title _____

Date 6-13-78

RECORDED RIGHT OF WAY NO. 89935

APPLICATION FOR U.R.D. EASEMENT

DE FORM PR 11 5 73

FO DEF	& RW SE	DATE REC'D	DE-BELL NO.
		5-5-78	ME-8-14

TO: Robert Cunningham
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

DISTRICT MACOMB

Application No. _____

Date _____

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 MEADOWBRIDGE EAST County MACOMB

City/Township/Village HARRISON Section No. _____

Type of Development Subdivision Mobile Home Park

Apartment Complex Other

2. Name of Owner FRANK D. WILBERDING INC Phone No. 574-0980

Address 29901 CIVIC CENTER BOULEVARD - WARREN, MI - 48093

Owner's Representative TOM WILBERDING Phone No. 574-0980

3. Date Service is Wanted _____

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 MBT

b. Other utility engineer names, addresses, phone numbers: LES GENO - 27300 GRATIOT
RSUL, MI 48066 - Phone 777-9950

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

Lot No. _____

8. Additional information or comments: _____

RECORDED RIGHT OF WAY NO. 388335

NOTE: Trenching letter attached will be submitted later.

Signed P. Howard

Address 15600, 19 Mile Rd Phone 286-9422

SERVICE PLANNING DEPARTMENT

A465759

KNOW ALL MEN BY THESE PRESENTS: That Hallmark Investors, a Michigan
44 South Gratiot, Mt Clemens, Michigan, a registered co-partnership,
Conveys and Warrants to Frank D. Wilberding Inc, a Michigan Corporation
whose Street Number and Post Office address is 29901 Civic Center Blvd., Warren, Michigan

the following described premises situated in the Township of Harrison County of Macomb

and State of Michigan, to-wit: Lot 51 except the East 200 feet, Lot 52 except the East 200 feet and
Lot 53 except the East 200 feet and also except a parcel of said lot 53 described as:
Commencing at the Northwest corner of said Lot 53, thence North 85 degrees 50 minutes 45
seconds East 230.08 feet; thence South 02 degrees 59 minutes 30 seconds West 77.14 feet;
Thence North 89 degrees 14 minutes 07 seconds West 225.91 feet to the East Line of Union
Lakr road right of way (50 feet wide); thence North 00 degrees 26 minutes 45 seconds East
57.35 feet to the point of beginning. Being a part of Supervisors Plat # 2, part of Pri-
vate Claims 173 and 164, Town 2 North, Range 13 and 14 East, Harrison Township, Macomb
County, Michigan as recorded in Liber 16 of Plats, page 8, Macomb County Records, Con-
taining 5.104 acres of land more or less

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
for the sum of Seventy Six Thousand Five Hundred (\$76,500.00) ----- Dollar (s)

subject to easements and restrictions of record

MACOMB COUNTY 08202
STATE OF MICHIGAN REAL ESTATE TRANSFER TAX
NOV 29 1977 \$ 84.15
PB. 10845

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed by its duly authorized partner (s).

Dated this 26th day of August A. D. 19 77

RECORDED IN MACOMB COUNTY RECORDS AT 11:56 AM

Signed, Sealed and Delivered in Presence of:

Signed and Sealed NOV 29 1977

Hal K. Hoover
Hal K. Hoover

Edna
Hallmark Investors
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Philip F Greco
PHILIP F GRECO

By *Sanford Wolok* (L. S.)
Sanford Wolok

By *Ralph Weil* (L. S.)
RALPH WEIL

In the STATE OF MICHIGAN, COUNTY OF Macomb ss.

On this 26th day of August A. D. 1977 before me personally appeared
Sanford Wolok and RALPH WEIL

who, being by me duly sworn did say that he is a partner (they are partners) of Hallmark Investors
and that the said instrument was signed in behalf of said partnership by authority of its articles of agreement; and the said partner (s) ac-
knowledged the said instrument to be the free act and deed of said partnership.

My commission expires June 9, 19 80
Hal K. Hoover Notary Public
Macomb County, Michigan

DRAFTED by: Hal K. Hoover, Brokwr, St Clair Shores, Michigan-29325 Harper

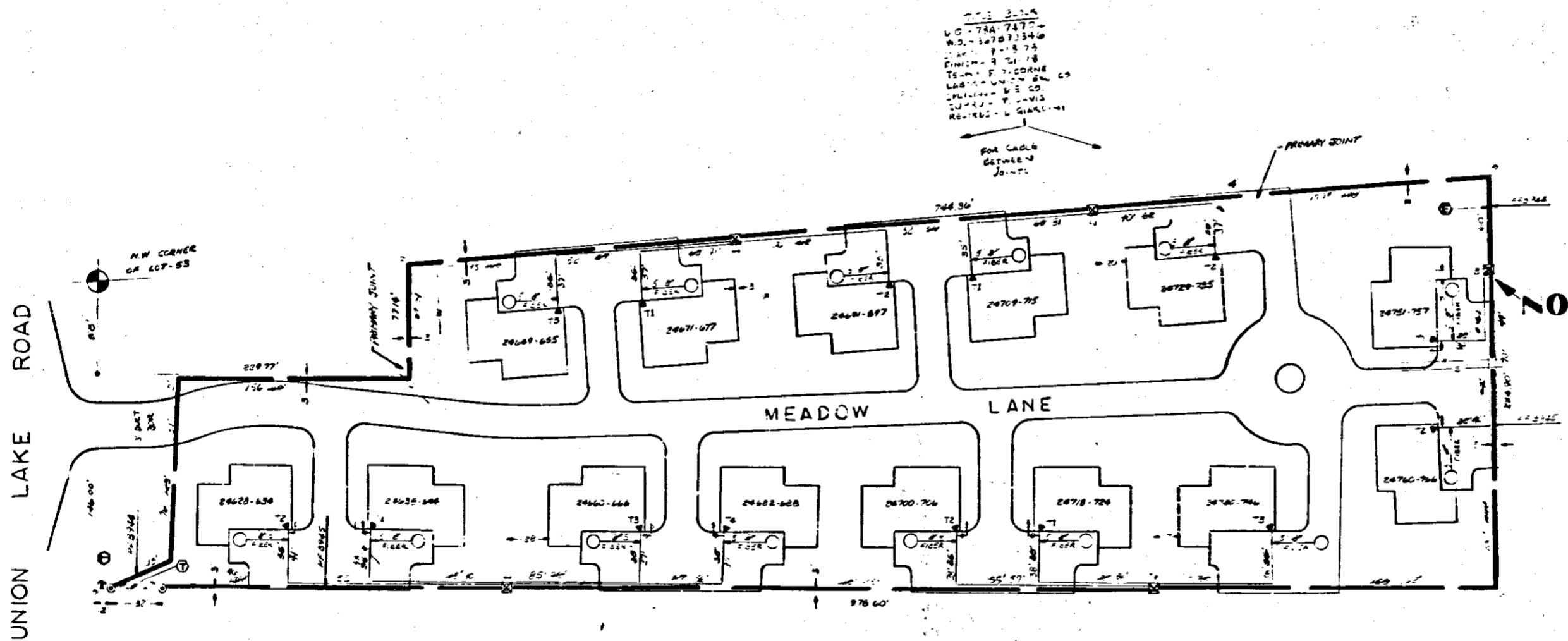
This is to certify that according to the County Treasurer's records there are
no tax liens on this property and that taxes are paid for five years previous
to date of this instrument except 19... No. 21475
Date NOV 29 1977
ADAM E. NICKLAWSKI, Macomb County Treasurer, For
This certification does not include current taxes now being collected.
P.I.N. - 11-25-327-031

City Treasurer's Certificate

Recording Fee U. S. Revenue Stamps 84.15
When recorded return to Grantee

TITLE INSURANCE - ABSTRACTS - ESCROWS
ALL - (F51A 52A153A1) 11-25-327-031
11-25-327-030

TITLE INSURANCE - ABSTRACTS - ESCROWS



24636
 LD-744-7470
 WD-32781346
 DATE 7-14-78
 DESIGNER F. CORNE
 LASKER UNION BR. CO.
 SURVEYOR T. DAVIS
 RECORDED & GIANINI

FOR CABLE
 BETWEEN
 JOINTS

CLINTON-HARRISON RELIEF DRAIN
 I-94 FREEWAY

24636
 SPACE 4.21 7.55 10.10 12.87
 FUSE 21 FUSE 100
 2" PE L&E LANE FOR 17" SWOOSH

LD-744-7470
 WD-32781346
 DATE 7-12-78
 FINISH 7-14-78
 DESIGNER F. CORNE
 LASKER UNION BR. CO.
 SURVEYOR T. DAVIS
 RECORDED & GIANINI

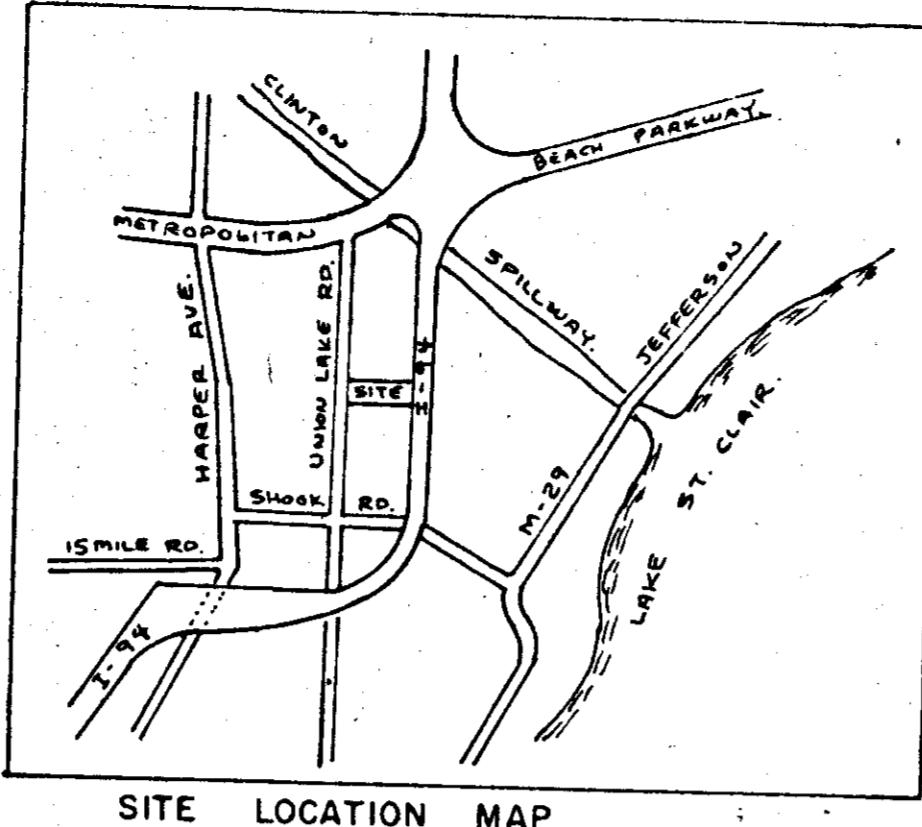
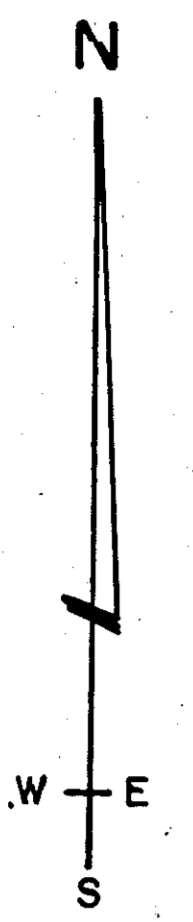
"AS INSTALLED"

D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE	NAME	DATE	JOB TITLE	DESCRIPTION
							SHOWN AS INSTALLED IN FIELD		SA PERRY	12/2/78	EST. D.R. SU. SYSTEM	MEADOW BRIDGE EAST CONDOMINIUM
												A PART OF SUBDIVISION PLAT NO. 24 STATE OF CALIFORNIA AND 104 DATE 4/1/78

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

R 32235

RECORDED RIGHT OF WAY NO. 32235



PROPERTY DESCRIPTION

Lot 51 except the East 200.00 feet, Lot 52 except the East 200.00 feet and Lot 53 except the East 200.00 feet and also except a parcel of said Lot 53 described as commencing at the N.W. corner of said Lot 53, Thence N.85° 50' 45"E. 230.08 feet; Thence S.02° 59' 30"W. 77.14 feet; Thence N.89° 14' 07"W. 225.91 feet to the East line of Union Lake Road, right-of-way (50.00 feet wide); Thence N.00° 26' 45"E. 57.35 feet to point of beginning.

Also the above described being a part of Supervisor's Plat No. 2, part of P.C.'s 173 and 164, T.2N., R.13 and 14E., Harrison Township, Macomb County, Michigan as recorded in Liber 16, of Plats, on Page 8, Macomb County Records. Containing 5.104 acres of land.

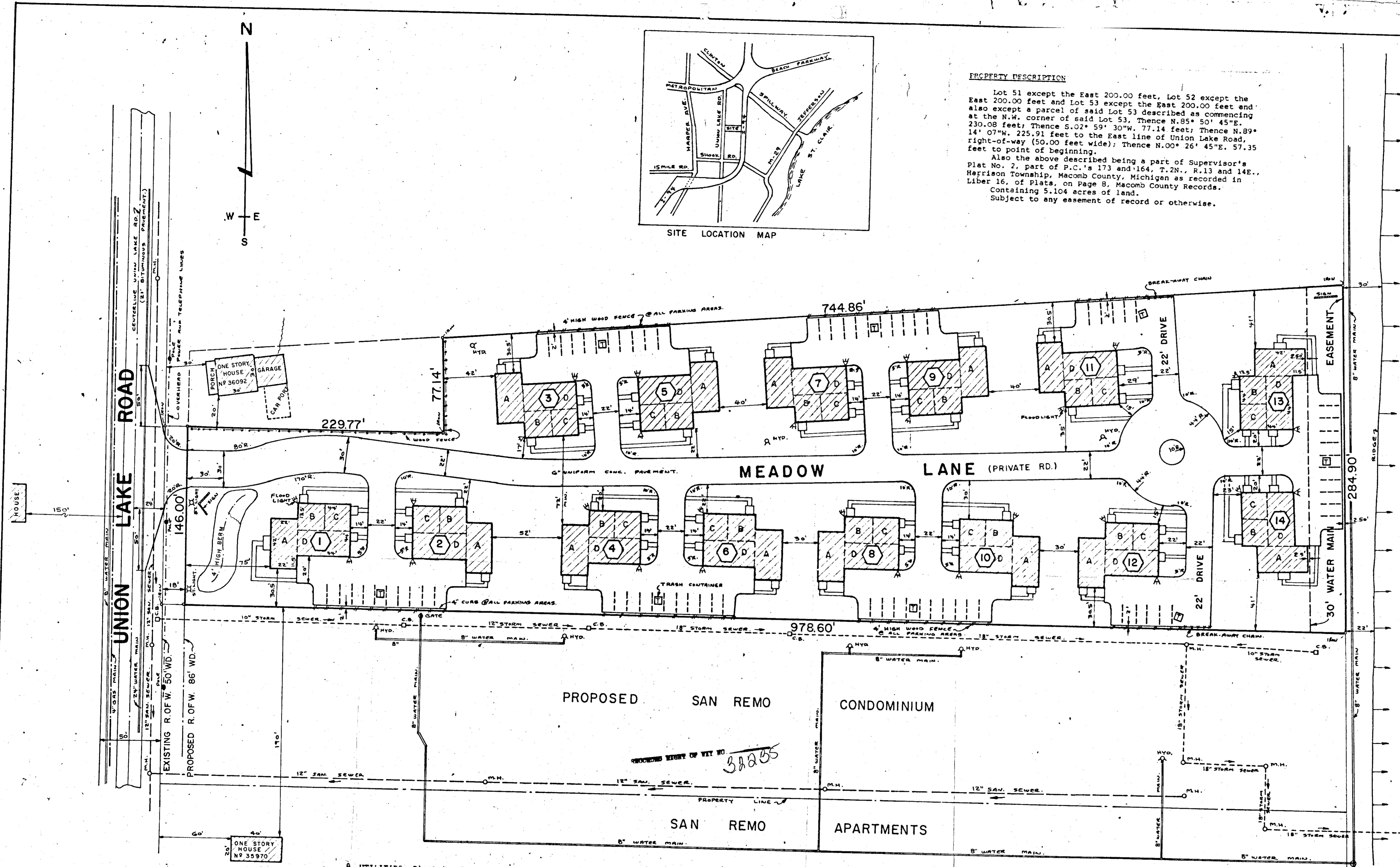
Subject to any easement of record or otherwise.

MEADOW BRIDGE EAST CONDOMINIUM
MAILING ADDRESSES/ Meadow Lane
Mt. Clemens 48043

- Building 1**
Section A-24628
" B-24630
" C-24632
" D-24634
- Building 2**
Section A-24638
" B-24640
" C-24642
" D-24644
- Building 3**
Section A-24649
" B-24651
" C-24653
" D-24655
- BUILDING 4**
Section A-24660
" B-24662
" C-24664
" D-24666
- Building 5**
Section A-24671
" B-24673
" C-24675
" D-24677
- Building 6**
Section A-24682
" B-24684
" C-24686
" D-24688
- Building 7**
Section A-24691
" B-24693
" C-24695
" D-24697
- Building 8**
Section A-24700
" B-24702
" C-24704
" D-24706
- Building 9**
Section A-24709
" B-24711
" C-24713
" D-24715
- Building 10**
Section A-24718
" B-24720
" C-24722
" D-24724
- Building 11**
Section A-24729
" B-24731
" C-24733
" D-24735
- Building 12**
Section A-24740
" B-24742
" C-24744
" D-24746
- Building 13**
Section A-24751
" B-24753
" C-24755
" D-24757
- Building 14**
Section A-24760
" B-24762
" C-24764
" D-24766

CLINTON-HARRISON RELIEF DRAIN

I-94 FREEWAY



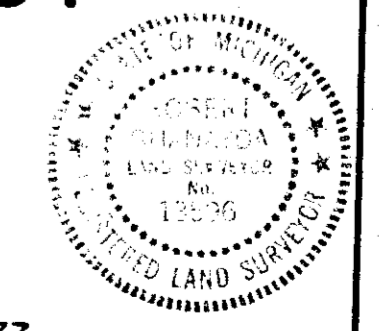
1. SITE PLAN PREPARED BY: Robert Shanayda R.L.S.
2. ZONING OF PROPOSED DEVELOPMENT: RC Multiple Family Low Rise Two Story.
3. EXISTING STRUCTURES: None
4. PROPOSED STRUCTURES: 14 Four-unit Buildings, each with basically the same design, containing a total of 56 two-bedroom units.
5. GROSS ACREAGE: 5.104 acres.
6. NET ACREAGE: After deeding 18' of the west side of development to Macomb County Road Commission for their proposed 86' Union Lake Road right-of-way: 5.04 acres.
7. DENSITY CALCULATIONS: Density allowed: 12.1 two-bedroom units per acre, or 61 units.
DENSITY PROPOSED: 11.1 two-bedroom units per acre, or 56 units.
Number of buildings: 14, each containing 4 2-bedroom units.
Number of units: 56 two-bedroom units.
Number of bedrooms: 112
Number of bathrooms: 56
Number of 1/2 bathrooms: 28

8. UTILITIES: Electric: Detroit Edison Company
Telephone: Michigan Bell Telephone Company
Gas: Consumer's Power Company
Water Main: Harrison Township, main located at East side of development.
Sanitary Sewer: Harrison Township, main located at east side of Union Lake Road.
Storm Drain: Macomb County Drain Commission, (Clinton-Harrison Relief Drain) at east side of development.
All apartments to be serviced with the above mentioned utilities.
9. MACOMB COUNTY ROAD COMMISSION: Concrete curbs on the radius with hard surface drive and tapers to Macomb County Road Commission specifications, at entrance to development on Union Lake Road, with right of way at 43 feet from center.
10. EMERGENCY ALTERNATE ACCESS: This is provided either to or from neighboring property on the north side or south, by means of open driveways at east end of development. No open parking will be allowed at the end of these drives, and break-away chains will be installed.
11. PARKING: 126 spaces total: 56 garage spaces 10' x 22', 70 open spaces 10' x 20'. Open spaces to be screened from private road behind buildings along the north, east and south property lines. Spaces required by Harrison Zoning Ordinance: 112. Proposed extra spaces: 14. These figures do not include an additional eight spaces reserved for 6 yard trash containers.

12. PARKING AREA BOUNDARY: Each parking area to end with 4" high, turned curbing.
13. TRASH RECEPTACLE LOCATION: Eight 6 yard receptacles are proposed, to be located between buildings along the property lines.
14. PARKING LOT AND TRASH RECEPTACLE SCREENING: Each parking lot to be screened from adjoining property by means of 4' high wooden stockade fencing to run the length of each parking lot.
15. TRANSFORMER PAD LOCATIONS: Not yet determined by Detroit Edison Company, but probably to be along north and south property lines. Screening: small shrubs per Detroit Edison Specifications.
16. SCREENING FENCE: One wooden stockade-type fence six feet high and 285 feet long, to screen off proposed development from 36092 Union Lake Road, a single family residence at North West corner of development.
17. HARD SURFACES: Private road, driveways, parking areas, and sidewalks to be concrete.

18. SIGNS: Temporary advertising signs to be located in two places.
 1. A Two-panel sign at west side of development along Union Lake Road. Each panel to be measured eight feet by eight feet.
 2. A Two-panel sign at the west side of development to measure eight feet high by 16 feet long.
19. OUTDOOR LIGHTING FACILITIES: Each building to have two floodlight fixtures: one to illuminate rear parking area, the other to illuminate the front street area. Each fixture to contain two swivel-type G.E. 150 watt exterior floodlight lamps, mounted at top corners of each building. Along Union Lake Road: two mercury vapor lamp fixtures 175 watt each, mounted on eight foot high street light poles.
20. ADJACENT LAND WITHIN 200 feet: North: Structures: One single family residence at 36092 Union Lake Road. Zoning: RC Multiple Family Low Rise. Improvements: None SOUTH: Structures: One single-family residence 190' south at 35970 Union Lake Road. Beyond 200' is San Remo Apartments. Zoning: RC Multiple Family Residential Low Rise. Improvements: Water and Storm Drain lines for proposed San Remo Condominium.
EAST: Clinton-Harrison Relief Drain, Property owned by the State of Michigan.
WEST: Clinton Township. One single family residence Zoning: RM-1 Multiple Family Residential

SITE PLAN
MEADOW BRIDGE EAST CONDOMINIUM,
HARRISON TOWNSHIP,
MACOMB CO., MICHIGAN.
SCALE=1"=40' SEPT. 22, 1977 REVISED OCT. 25, 1977



DEVELOPER
FRANK D. WILBERDING INC.
29901 CIVIC CENTER BLVD.
WARREN, MICHIGAN 48093
PHONE 574-0983

SURVEYOR
ROBERT SHANAYDA
REGISTERED LAND SURVEYOR
37014 KELLY ROAD
MT. CLEMENS, MICHIGAN
48043
PHONE 468-6113

RECORDED RIGHT OF WAY NO.

292335

R 292335