

MADISON WOODS
APARTMENTS

LIBER 7490 PAGE 612

LIBER 7236 PAGE 395

78

64288

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39734

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 1ST day of JUNE, 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 Madison Woods Apartments, on land in the City of Madison Heights, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

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

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

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

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

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

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

RECORDED RIGHT OF WAY NO.

32305

9.00
15.00

1911



RETURN TO
J. B. ROBERTSON
THE DETROIT EDISON COMPANY
60400 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

Betty M. Hansen
BETTY M. HANSEN

J. Douglas Roy
J. DOUGLAS ROY

Charles V. Claphan
CHARLES V. CLAPHAN

THE DETROIT EDISON COMPANY

By Robert R. Yewksbury

ROBERT R. YEWKSURY, 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.

32305

6-7-78

RECORDED
INDEXED
JUN 23 PM 3 26
LINDA ALLEN
REGISTER OF DEEDS

448-1037

REC. REG. DIV.



RECEIVED
J. A. ROBERTSON
DETROIT, MICHIGAN

ROBERT K. CROWHURST

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
50400 TELEGRAPH ROAD, 272 OAKDALE
BIRMINGHAM, MICHIGAN 48010

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-83

TO M. GREENEN

DATE 6-6-78 TIME _____

Re: Underground Service - MADISON WOODS APARTMENTS

Agreement and Easements obtained - OK to proceed with construction.

COPIES TO:

FILE

SIGNED

Omer Racine

REPORT

M. GREENEN SERVICE PLANNER

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

DATE RETURNED _____

TIME _____

SIGNED _____

LIBER 7236 PAGE 397

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 9th day of June, 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 Director, Real Estate & Rights of Way 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 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.

BETTY M. HANSEN
Notary Public, Oakland County, Mich.
My Commission Expires May 1, 1982

Betty M. Hansen
BETTY M. HANSEN
Notary Public, Wayne County, Michigan
acting in

My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 15th day of JUNE, 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 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

My Commission Expires: _____

J. DOUGLAS ROY
Notary Public, Wayne County, Michigan
My Commission Expires January 27, 1981

RECORDED RIGHT OF WAY NO. 32305

ALBANY, N.Y.

NOV 17 1887



ROBERT K. CROWHURST

ROBERT K. CROWHURST

J. DOUGLAS ROY
Notary Public, Wayne County, Michigan
My Commission Expires January 27, 1891
J. W. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDALE
BIRMINGHAM, MICHIGAN 48010

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

AGREEMENT, made this 1 day of December, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Samual Bohl and Rudy Holz, Co-Owners, with offices at 64669 Linerick Lane, Romeo, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to One ~~lots/buildings~~ numbered 370 E. Thirteen Mile Road in the development known as Madison Woods Apartments - Step II (hereinafter called the "Development") located in Township 1N, Range 11E, Section 12, City of Madison Heights, 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 # 77A-64550 dated _____, 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.

32305

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 2,257.00. 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.

33305

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 December 28, 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:

Samual Bohl

64669 Linerick Lane

Romeo, Michigan 48065

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

By Samual Bohl
Samual Bohl

Its Co-Owner

By Rudy Holz
Rudy Holz

RECORDED RIGHT OF WAY NO. 32305

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>548</u> trench feet x \$1.90 per trench foot =	\$	<u>1,041.00</u>
	<u>167</u> KVA of installed transformer capacity x \$4.00	\$	<u>668.00</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>548.00</u>
	TOTAL	\$	<u>2,257.00</u>

RECORDED RIGHT OF WAY NO. 32305

ATTACHMENT D

AGREEMENT NUMBER C478J257

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

Estimated Direct Construction Cost	\$ <u>1,644.00</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>12,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>2,257.00</u>
TOTAL PAYMENT REQUIRED \$ <u>2,257.00</u>	

RECORDED RIGHT OF WAY NO. 32305



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

DATE: **December 1, 1978**

Samual Bohl

64669 Linerick Lane

Romeo, Michigan 48065

RE: Madison Woods Apartments - Step II

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,

Michael T. Brennan
Service Planner

MGP:dp

Dec. 4, 1978
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. 77A-84550 for this development is in my/our possession and will be used for this purpose.

Name Samuel Ball
Title Owner
Name Rudolf J. Loh
Title Partner
Date 1-11-79

RECORDED RIGHT OF WAY NO. 32305

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

AGREEMENT, made this 8 day of August, 1978, between The Detroit Edison Company, hereinafter called the "Company" and Samuel Bohl, of 64669 Linerick Lane, Romeo, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to One ~~lots~~ buildings numbered 360 E. Thirteen Mile Road in the development known as Madison Woods Apartments (hereinafter called the "Development") located in Township IN, Range 11E, Section 12, City of Madison Heights, 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 # 77A-64178 dated _____, 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.

RECORDED WITH DEPT. OF TAX NO. 32305

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 830.00. 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.

RECORDING OFFICE OF WAY NO. 22305

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 August 28, 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:

Samuel Bohl

64669 Linerick Lane

Romeo, Michigan 48065

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 Samuel Bohl

By Samuel Bohl
Samuel Bohl

Its Owner

RECORDED RIGHT OF WAY NO.

32305

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>85</u> trench feet x \$1.90 per trench foot =	\$	<u>162.00</u>
	<u>167</u> KVA of installed transformer capacity x \$4.00	\$	<u>668.00</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>830.00</u>

ARRANGED WITH REGISTRATION OF WAY NO. 32305

ATTACHMENT D

AGREEMENT NUMBER C378J946

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

Estimated Direct Construction Cost	\$ <u>255.00</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>12,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>830.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>830.00</u>

RECORDED RIGHT OF WAY NO. 32305



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

DATE: August 8, 1978

Mr. Samuel Bohl
64669 Linerick
Romeo, Michigan 48065

RE: Madison Woods Apartments

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,

Michael T. [Signature]
Service Planner

Aug. 9 - 1978
Date

MG: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. 77A-64178 for this development is in my/our possession and will be used for this purpose.

Name Samuel Bohl
Title Owner
Name _____
Title _____
Date 8-20 78

RECORDED RIGHT OF WAY NO. 32305

Detroit

Madison

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

July 20, 1978

Mr. Samuel Bohl
64669 Limerick Lane
Romeo, Michigan 48065

Gentlemen:

Re: MADISON WOODS APARTMENTS

We are enclosing herewith a fully executed copy of the agreement dated June 1, 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/1s
Enclosures

RECORDED RIGHT OF WAY NO.

34305

Detroit
Edison

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

Phone 645-4378

May 24, 1978

Mr. Samuel Bohl
64669 Limerick Lane
Romeo, Michigan 48065

Gentlemen:

Re: MADISON WOODS APARTMENTS

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/lb
Enclosures

RECORDED RIGHTS OF WAY NO.

32305

THE DETROIT EDISON COMPANY

May 16, 1978

Mr. Samuel Bohl
64669 Limerick Lane
Romeo, Michigan 48065

Dear Sirs:

We are writing to you relative to your request for underground
electrical service for MADISON WOODS APARTMENTS
located in Madison Heights
County of Oakland, State of Michigan.

In order to prepare the agreement for your signature, we must
have a copy of the most recent deed conveying said land or a copy
of the Title Commitment indicating current ownership.

Please forward the above mentioned information in the envelope
enclosed at your earliest convenience as this project cannot
proceed until subject information is received in this office.

If there are any questions, please feel free to call me at:

645-4378

Yours truly,



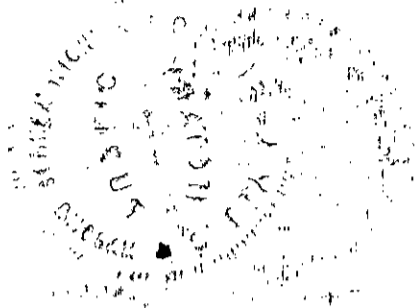
Omer V. Racine
Real Estate and Rights of Way Representative

RECORDED RIGHT OF WAY NO.

32305

808 2nd DIST

618 1st DIST



311

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
86400 TELEGRAPH ROAD, 272 OAKDALE
BIRMINGHAM, MICHIGAN 48010

KNOW ALL MEN BY THESE PRESENTS: That STANLEY M. BOBOWSKI and VIOLET BOBOWSKI,
his wife

whose address is 40763 Regency, Sterling Heights, Michigan 48078

Convey and Warrant to RUDOLF J. HOLZ and ESTHER HOLZ, his wife;
and SAMUEL BOHL and LINDA M. BOHL, his wife

whose street number and postoffice address is 37264 Almont Dr., E., Sterling Heights, Mich.

the following described premises situated in the CITY of MADISON HEIGHTS County of OAKLAND
and State of Michigan, to-wit:

Beginning at a point on the North line of Section 12, T1N, R11E,
said point being 1204.60 ft. North 89 degrees 57 minutes East of
the Northwest corner of said Section, thence North 89 degrees 57
minutes East along the North line of said Section, 109.95 ft.,
thence South 00 degrees 37 minutes 15 seconds East along the East
line of the North half of the Northwest quarter of the Northwest
quarter 662.89 feet, thence South 89 degrees 54 minutes 08 seconds

West 117.12 ft., thence N. 663.00 ft. to the place of beg., said parcel
of land being a part of the NW 1/4 of the NW 1/4 of said Sec. 12. Subject
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,
to the rights of the public and of any governmental unit in any part there-
of for the sum of of taken, used or deeded for street, road or highway purposes.

TEN THOUSAND, FOUR HUNDRED THIRTY-SEVEN and 50/100 (\$10,437.50)
Dollars

subject to easements and restrictions of record and zoning ordinances, and
all lawful claims such as may have accrued by or through the acts or om-
issions of any party or parties other than the parties of the first part
since August 26, 1966, the date of the certain Land Contract Agreement
pursuant to which this Deed is given.

Dated this 12 day of July 19 73

Signed in the presence of:

Signed by:

Albert A. Oliveto
Albert A. Oliveto

Stanley M. Bobowski
STANLEY M. BOBOWSKI

Linda L. Ruby
Linda L. Ruby

Violet Bobowski
VIOLET BOBOWSKI, his wife

RECORDED
MADISON COUNTY RECORDS
OCT 10 PM 1:05
LYNN ALLEN
CLERK-REGISTER DEEDS

STATE OF MICHIGAN }
COUNTY OF MACOMB } ss.

The foregoing instrument was acknowledged before me this 12 day of July

19 73 by STANLEY M. BOBOWSKI and VIOLET BOBOWSKI, his wife

My Commission expires 1/18/ 19 76

Linda L. Ruby
Linda L. Ruby
Notary Public,
County, Michigan
Macomb

County Treasurer's Certificate
OAKLAND COUNTY TREASURER'S CERTIFICATE
No. 50 Pontiac, Mich. Oct 10 19 73
I HEREBY CERTIFY that there are no TAX
LIENS or TITLES held by the State or any in-
dividual against the within description, and
all TAXES on same are paid for five years
previous to the date of this instrument, as
appears by the records in this office except
as stated.

City Treasurer's Certificate

When Recorded Return To: C. HOON DOHANY, County Treasurer
Subsequent Tax Bills To: Sec. 206, 1993 Act

Drafted by: ALBERT A. OLIVETO
ATTORNEY AT LAW
44755 VAN DYKE AVE.
Business Address: UTICA, MI 48087
731-1980 & 264-0450

Rudolf J. Holz
37264 Almont Dr. E.
Sterling Heights 48077

Tax Parcel No. 03121011012 Recording Fee 3.00 Revenue Stamps 11.55

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

32305

32305

KNOW ALL MEN BY THESE PRESENTS: That CLARENCE A. VAN DELL and EVALINE VAN DELL his wife

whose address is* 18121 Keeler Avenue, Detroit, Michigan

Convey and Warrant to RUDOLF J. HOLZ and ESTHER HOLZ, his wife

whose street number and postoffice address is 264 Worcester, Detroit, Michigan 48203

the following described premises situated in the City of Madison Heights County of Oakland and State of Michigan, to-wit:

Beginning at a point on the N Line of Sec. 12, T 1 N, R 11 E, Royal Oak Township, Oakland County, Michigan, said point being 811.00 ft. N 89 deg 57 min E of the Northwest corner of said Section; thence N 89 deg 57 min E along the North line of said section 131.20 ft; thence S and parallel to the W line of said Section 633.24-663.24 ft; thence S 89 deg 54 min 08 sec W 131.20 ft; thence N 663.36 ft to the place of beginning, said parcel of land being a part of the NW 1/4 of the NW 1/4 of said Section 12. ---Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of - - - NINE THOUSAND FIVE HUNDRED (\$9,500.00) DOLLARS.

subject to restrictions and easements of record and such encumbrances as shall have accrued or attached since July 16, 1966 through the acts or omissions of persons other than Grantors.

Dated this 30th day of September 19 69

Signed in the presence of:

Paul V. Winkler, Emma J. Winkler

Signed by:

Clarence A. Van Dell, Evaline Van Dell

Vertical stamp: OAKLAND COUNTY MICHIGAN REGISTERED RECORDS

Vertical stamp: OAKLAND COUNTY MICHIGAN REGISTERED RECORDS

Vertical stamp: MAKE YOUR REAL ESTATE TRANSFERS SAFE BY USING BURTON TITLE INSURANCE

Vertical stamp: BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

Vertical stamp: 39305

STATE OF MICHIGAN } ss. COUNTY OF Wayne

On this 30th day of September 19 69 before me personally appeared CLARENCE A. VAN DELL and EVALINE VAN DELL, his wife

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, Paul V. Winkler, Oakland County, Michigan Acting in Wayne Co., Michigan

My Commission expires Oct. 24 19 72

County Treasurer's Certificate

OAKLAND COUNTY TREASURER'S CERTIFICATE No. 27797 C. HUGH DOHANY, County Treasurer

City Treasurer's Certificate

REAL ESTATE TRANSFER TAX 10.45 DEPT. OF TAXATION DEC-4-69

When recorded return to:

Recording Fee 200.00 Rev. Stamps 10.45

Drafted by: PAUL V. WINKLER ATTORNEY AT LAW 16420 HAMILTON AVE. HIGHLAND PARK, MICH. 48203

*See note re P.A. 1963, No.150, on reverse side.

Grantees - 37264 Almont Rd. E. Sterling Heights 48077

114243

WARRANTY DEED STATUTORY FORM

KNOW ALL MEN BY THESE PRESENTS: That HELEN JUSTEWICZ, survivor of herself and JOHN A. JUSTEWICZ, her deceased husband whose death certificate is recorded herewith. whose address is* 2274 Geimer Avenue, Hamtramck, Michigan Convey and Warrant to SAMUEL BOHL and LINDA M. BOHL, his wife

whose street number and postoffice address is 740 Corville Avenue, Warren, Michigan

the following described premises situated in the City of Madison Heights County of Oakland and State of Michigan, to-wit:

Beginning at a point on the north line of Section 12, town 1 north, range 11 east, Oakland County, Michigan, said point being 942.2 feet north 89 degrees 57 minutes east of the northwest corner of said Section; thence north 89 degrees 57 minutes east along said north line 131.20 feet; thence south and parallel to the west line of said Section 12, 663.12 feet; thence south 89 degrees 54 minutes 08 seconds west 131.20 feet; thence north and parallel to the west line of said Section 12, 663.24 feet to the place of beginning; said parcel of land being a part of the northwest quarter of the northwest quarter of Section 12.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining,

for the sum of - - - - - One Dollar(s)

and other valuable considerations;

subject to restrictions of record

Dated this 18th day of July 19 66

Signed in the presence of:

Signed by:

Paul V. Winkler

Helen Justewicz

Emma J. Winkler

STATE OF MICHIGAN } ss. COUNTY OF Wayne

On this 18th day of July 19 66 before me personally appeared HELEN JUSTEWICZ, survivor of herself and JOHN A. JUSTEWICZ, her deceased husband to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Paul V. Winkler Notary Public, Wayne County, Michigan

My Commission expires January 4 19 70

County Treasurer's Certificate

City Treasurer's Certificate

AKLAND COUNTY TREASURER'S CERTIFICATE I HEREBY CERTIFY that there are no TAX LIABILITIES held by the State or any Insurer against the within description, and that to the date of this instrument, it is not by the effects in...

015077 JUL 20 66 PD. 10124

MAKE YOUR REAL ESTATE TRANSACTIONS SAFE BY USING BURTON TITLE INSURANCE

BURTON ABSTRACT AND TITLE COMPANY HAS OPERATED CONTINUOUSLY SINCE 1866

32305

When recorded return to: PAUL V. WINKLER ATTORNEY AT LAW 16420 HAMILTON AVE. HIGHLAND PARK, MICH. 48203

Recording Fee 3.00 + 50 P Drafted by:* U.S. Rev. Stamps 1.10 Business address: *See note re P.A. 1963, No. 150, on reverse side.

PAUL V. WINKLER ATTORNEY AT LAW 16420 HAMILTON AVE. HIGHLAND PARK, MICH. 48203

Lloyds Title Insurance Corporation

QUIT CLAIM DEED - Standard Form
C.L. 1000, 988 103 MSA 24 973

KNOW ALL MEN BY THESE PRESENTS: That Rudolf J. Holz and Esther Holz, his wife,

whose address is 37264 Almont Drive East, Sterling Heights, MI. 48077

Quit Claim(s) to Samuel Bohl and Linda M. Bohl, his wife,

11/12
whose address is 64669 Limerick Lane, Romeo, MI. 48065

the following described premises situated in the city of Madison Heights,
County of Oakland and State of Michigan, to-wit: Parcel A: Beginning at a point on
the North line of Section 12, T1N, R1E, said point being 1204.60 ft. North 89
degrees 57 minutes East of the Northwest corner of said Section, Thence North 89
degrees 57 minutes East along the North line of said Section, 109.95 ft., thence
South 00 degrees 37 minutes 15 seconds East along the East line of the North half of
the Northwest quarter of the Northwest quarter 662.89 ft. thence South 89 degrees
54 minutes 08 seconds West 117.12 ft., th. N. 663.00 ft. to the place of beg., said
parcel of land being a part of the NW 1/4 of the NW 1/4 of said Sec. 12.

Parcel B: Beginning at a point
on the north line of Section 12, town 1 north, range 11 east, said point being
1073.40 feet north 89 degrees 57 minutes east of the northwest corner of said
section; thence north 89 degrees 57 minutes east along said north line, 131.20
feet; thence south 663.00 feet; thence south 89 degrees 54 minutes 08 seconds west
131.20 feet; thence north and parallel to the west line of said Section 12; 663.12
feet to the place of beginning said parcel of land being a part of the northwest
quarter of the northwest quarter of Section 12.

Subject to the rights of the public and of any governmental unit in any part
thereof taken, used or deeded for street, road or highway purposes.

This deed is exempt from Michigan Transfer Tax under Section 5-0 of Act 327 of
the Public Acts of 1968.

for the full consideration of \$1.00.

Dated this 23rd day of January 1978

Witnesses:

Signed and Sealed:

Paul Winkler
PAUL WINKLER
Harry R. McCullough
HARRY R. MCCULLOUGH

Rudolf J. Holz (S.S.)
Rudolf J. Holz
Esther Holz (S.S.)
Esther Holz

STATE OF MICHIGAN
COUNTY OF MACOMB

The foregoing instrument was acknowledged before me this 23rd day of January 1978
by RUDOLPH J. HOLZ and ESTHER HOLZ

My commission expires
OCTOBER 1, 1980

Notary Public for
LINDA M. BOHL

My fee is \$1.00

State of Michigan Fee

Paul Winkler
Notary Public for Macomb County
Address 23400 Almont Drive East, Sterling Heights, MI 48077

Notary Public for
LINDA M. BOHL

My fee is \$1.00

State of Michigan Fee

Lee's Ice Machine Corp. 7121 22504

WARRANTY CARD - 1978
CL. 1978, 200 (2) M.A. 1978

KNOW ALL MEN BY THESE PRESENTS That Billy Tony Lee and Pauline Lee, his wife,
whose address is 2751 Nineteen Mile Road, Sterling Heights, Mi. 48078
Convey(ies) and Warrant(ies) to Rudolf J. Holz and Esther Holz, his wife, and
Samuel Bohl and Linda M. Bohl, his wife,
whose address is 37264 Almont Drive East, Sterling Heights, Mi. 48077
the following described premises situated in the City of Madison Heights
County of Oakland and State of Michigan, to-wit:

Parcel No. 2, beginning at a point on the north line of Section 12,
town 1 north, range 11 east, said point being 1073.40 feet north 89 degrees
57 minutes east of the northwest corner of said Section; thence north 89
degrees 57 minutes east along said north line, 131.20 feet; thence
south 663.00 feet; thence south 89 degrees 54 minutes 08 seconds west
131.20 feet; thence north and parallel to the west line of said Section
12, 663.12 feet to the place of beginning; said parcel of land being a
part of the northwest quarter of the northwest quarter of Section 12.

for the full consideration of Nine thousand five hundred dollars (\$9,500)
subject to Building and use restrictions and easements of record

RECORDS SECTION
JAN 31 AM 10:27
MADISON HEIGHTS, MI

Dated this 20th day of January 1978

Witnesses:

Signed and Sealed:

Frank B. Cissell
Frank B. Cissell
Lockie P. Cissell
Lockie P. Cissell

Billy Tony Lee
Billy Tony Lee
Pauline Lee
Pauline Lee, his wife

STATE OF MICHIGAN
COUNTY OF Macomb

The foregoing instrument was acknowledged before me this twenty first day of January 1978
by Billy Tony Lee and Pauline Lee, his wife,
My commission expires

Notary Public, Macomb County, Michigan
Linda M. Bohl
Notary Public, Macomb County, Michigan

RECORDS SECTION
MICHIGAN REAL ESTATE TRANSFER TAX
710 10 10

32305

APPLICATION FOR U.R.D. EASEMENT

DE FORM RR 11 5-73

FC DE	EA SE	DATE REC'D	5-4-78	DE-BELL NO.	OE 8-37
----------	----------	---------------	--------	----------------	---------

TO: J. ROBERTSON

Application No. 6051

DISTRICT: OAKLAND

Date: 5-1-78

We have included the following necessary material and information:

MATERIAL:

A. Subdivision

1. Copy of complete final proposed plat, or
2. Recorded plat
 - a. Site plan
 - b. Title information (deed, title commitment, contract, or title search)

or

B. Other than subdivision

1. Property description.
2. Site plan.
3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

1. Project name MADISON WOODS APARTMENTS County OAKLAND

City/Township/Village MADISON HEIGHTS Section No. N 1/2 of NW 1/4 - 12

- Type of Development
- Subdivision Mobile Home Park
- Apartment Complex Other

2. Name of Owner SAM BOHL Phone No. 1-752-3475

Address 64669 LIMERICK LANE ROMEO, MICH.

Owner's Representative _____ Phone No. _____

3. Date Service is Wanted 7-15-78

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: RAY BAETLE - Royal Oak MBT
21700 GREENFIELD SUITE 254 OAK PARK, MICH 968-3118

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

Lot No. _____

8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

Signed MIKE GREENEN
SERVICE PLANNING DEPARTMENT

Address _____ Phone _____

RECORDED RIGHT OF WAY NO. 32305

LIDER 7490 PAGE 616

NORTH
ARROW

LIDER 7490 PAGE 617

Original Recorded _____
Liber _____
Page _____

LOCATION SKETCH
U. G. MAP SEC. NOS. **MYO 26-2**

LIDER 7490 PAGE 618

13 MILE

811.00'

RETAG 981-S-A
AS PER NOTE

RETAG PF 966-AB-B
AS PER NOTE

RETAG 970-ABC-A
AS PER NOTE

NOTES.
1. RE-TAG AS PER NEW NOMENCLATURE
2. PARKWAY FURISHED BY MBT CO. INSTALLED BY CUSTOMER

TRANSFORMER SPECS 1-52-270 E, 1-17-261
PEDESTAL SPEC. - 333
NO. OF PEDESTALS _____

- 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

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#	=2ALPE X 1 132 KV	713-3062	100	475
ITEM#	SERVICE AP2-350M & 1.4.0 600 V.	713-0537	45	140
ITEM#	AP2-2/0 & 1-#1 600 V.	713-0614		

TRENCH SUMMARY

JOINT USE	389'	112'
D. E. ONLY	104'	224'
TEL ONLY	44'	124'
TOTAL	537'	460'

SITE SUPT. SAM BOHL RUDY HOLZ
PHONE NO. 1-752-3475 265-0129

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. SYM. NO.
981-4	167 KVA	
981-6	167 KVA	

- GENERAL NOTES -

TRENCHING TO BE DONE BY MBT CO. STEP II
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
SEE DRAWING UI-2369 FOR TRANS. MAT. DETAILS.
SEE PAGE 3-2-11 (S.I.M.) DETAIL "E" FOR ENTRANCE POINT DETAILS (APTS. ONLY)
SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'DS ONLY).
D.E. SERVICE PLANNER: MIKE GREENEN 645-4147
TEL. CO.: SCOTT MCGEE 368-3118

CONTACT "MISS DIG" (6477-344) BEFORE DOING ANY EXCAVATION.
EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
CITY OF MADISON HEIGHTS

START DATE 12-28-78
A-64550

DEPT ORDER	START DATE	NO UNITS	WORK ORDER	STEP
A-64173	8-28-78	24	36784 J	I
A-64550	12-28-78	24	36784 J 505	II

EASEMENT LOCATIONS
Easements are located where the following symbols are shown. All easements are eight feet wide, unless otherwise noted.
— Buried Primary Cable
— Buried Secondary Cable
— Buried Secondary Service Cable
○ Telephone Trench Only
— Gas
— Proposed Conduit

D REVISION			C REVISION			B REVISION			A REVISION			REFERENCE	NAME	DATE	JOB TITLE	
						AS INSTALLED PRINT 77A 64550			REVISE TO INCLUDED STEP II A-64550			URD RYD 9	G. McNAMARA	5-9-78	MADISON WOODS APT.	
						W.D. 36784 JOB 505							M. J. [Signature]	8-7-78	PART OF THE N.W. 1/4 OF SECTION 12 T1N1 R1E	
						START 1-24-79							[Signature]	8-9-78	CITY OF MADISON HEIGHTS OAKLAND CO.	
						FINISH 2-15-79										
						MISERABLE - KAJIGAT										
DRAWN BY	CHECKED BY	APPROVED BY	DRAWN BY	CHECKED BY	APPROVED BY	DRAWN BY	CHECKED BY	APPROVED BY	DRAWN BY	CHECKED BY	APPROVED BY					

THE DETROIT EDISON COMPANY		
SERVICE PLANNING DEPARTMENT		
SCALE 1"=100'	NUMBER OF UNITS	WORK ORDER NUMBER
		255-20508
LATEST REVISION A/B	DISTRIBUTION CIRCUIT 8074 CHESTNUT 132KV	
DEPT. ORDER NUMBER 77A-64178	SHEET 1 OF 1 SHEETS	

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

R 32305

RECORDED RIGHT OF WAY NO. 32305

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