

AGREEMENT - EASEMENT - RESTRICTIONS

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This instrument made this 6th day of AUGUST, 1979,
by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation
organized and existing concurrently under the laws of the states of Michigan and
New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to
as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365
Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

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

RECORDED RIGHT OF WAY NO.

32756

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS
1979 OCT 26 PM 3 32
Lynn D. Allen
CLERK REGISTER OF DEEDS

13.00

AGREEMENT - EASEMENT - RESTRICTIONS

9
24

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RECORDED RIGHT OF WAY NO. 32756

RECORDED MICHIGAN
OAKLAND COUNTY RECORDS
1979 OCT 26 PM 3 32
Lynn D. Allen
CLERK - REGISTER OF DEEDS

13.00

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

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

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

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

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

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

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

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

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

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

In the Presence of:

Mary Ann Klos
MARY ANN KLOS

Betty M. Hansen
BETTY M. HANSEN

Janet Schrecongost
Janet Schrecongost

Mary Ellen Harvie
Mary Ellen Harvie

THE DETROIT EDISON COMPANY

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

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

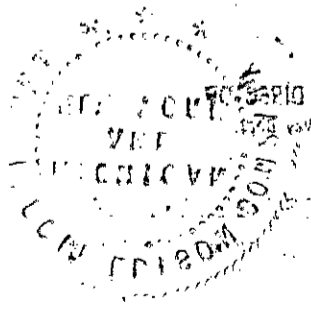
MICHIGAN BELL TELEPHONE COMPANY

By Keith J. Regan
KEITH J. REGAN

Engg. Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO. 32756

LIBRARY OF CONGRESS



ROBERTSON J. A.
DETROIT MICH

MARY ANN KIRBY

DETROIT MICH

Janet Schrengold

Mary Ellen Lewis

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

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

LIBER 7656 PAGE 711

On this 22nd day of October, 1979, before me the subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury and Irene C. Kata, to me personally known, who being by me duly sworn did say they are the Director, Real Estate & 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
Oakland
Notary Public, Wayne County, Michigan
(Acting in the County of Wayne)

My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF Wayne)

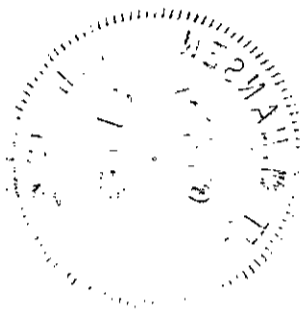
On this 23rd day of October, 1979, before me the subscriber, a Notary Public in and for said County, appeared Keith J. Regan to me personally known, who being by me duly sworn did say that he is Engrg. Staff Supervisor, Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Keith J. Regan acknowledged said instrument to be the free act and deed of said corporation.

Jane L. Schrecongost
Notary Public, _____ County, Michigan

My Commission Expires: 10/23/82

JANE L. SCHRECONGOST
Notary Public, Washtenaw County, Michigan
My Commission Expires May 19, 1982

RECORDED RIGHT OF WAY NO. 32756



120010327H3 2-0001
MAY 21 1954
DETROIT MICH

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

WITNESSES:

LIBER 7656 PAGE 712

George W. Irvine
George W. Irvine

Virgil Cornwell
Virgil Cornwell

Phyllis Irvine
Phyllis Irvine

Eileen Cornwell
Eileen Cornwell
32450 Grand River Ave.
Apt. 7
Farmington, Michigan 48024

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

Personally came before me this 6th day of August 1979,
the above named Virgil Cornwell and Eileen Cornwell, his wife, to me known
to be the persons who executed the foregoing instrument and acknowledged
that they executed the same as their free act and deed.

Joyce M. Cornwell
Joyce M. Cornwell
Notary Public, OAKLAND County, Michigan

My Commission Expires: 7-6-81

APPENDIX "A"

Proposed TALL PINES SUBDIVISION No. 2, part of the northeast 1/4 of Section 29, Town 1 North, Range 9 East, City of Farmington, Oakland County, Michigan, and comprises lots 26 to 30 both inclusive, and being described as: Beginning at a point on the East line of Section 29 which is distant South 1°45'09" West 1121.65 feet from the northeast corner of Section 29, Town 1 North, Range 9 East, thence South 1°45'09" West 419.98 feet along said East line of Section 29; thence North 87°59'25" West 312.10 feet; thence North 1°45'09" East 419.99 feet; thence South 87°59'20" East 312.10 feet to the point of beginning.
Consisting of 5 lots and containing an area of 3.009 acres.

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

RECORDED RIGHT OF WAY NO. 32756

NOTARY PUBLIC
MICHIGAN
COMM. NO. 12345
OFFICE: 123 MAIN ST.
FARMINGTON, MICH. 48024

10/19/77

10/19/77

10/19/77

10/19/77

10/19/77

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>J. Robertson</i>	10/19/77
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

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

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

AGREEMENT, made this 6 day of September, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Virgil Cornwell, of 32450 Grand River, Apartment 7, Farmington, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 12 lots/buildings numbered Lots 26-30, Parcels B1 thru B-4 & C-1 thru C-3 in the development known as Tall Pines No. 2 (hereinafter called the "Development") located in Township IN, Range 9E, Section 29, Farmington, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # 77A-64864 dated July 28, 1979, 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. 32756

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 4,633.00. 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. 32956

8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for September 15, 1979, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

RECORDED RIGHT OF WAY NO.

32756

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:

Virgil Cornwell

32450 Grand River, Apartment 7

Farmington, Michigan 48024

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 of Service Planning

DEVELOPER

By Virgil Cornwell
Virgil Cornwell

Its owner

RECORDED RIGHT OF WAY NO.

32156

ATTACHMENT C

SCHEDULE OF REFUNDS

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

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

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a)	Single Home Subdivisions		
	<u>1,604</u> front lot feet x \$1.75 per front lot foot =	\$	<u>2,807.00</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u> </u> trench feet x \$1.90 per trench foot =	\$	<u>-0-</u>
	<u> </u> KVA of installed transformer capacity x \$4.00	\$	<u>-0-</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	TOTAL	\$	<u>2,807.00</u>

RECORDED HIGHWAY NO.

32756

ATTACHMENT D

AGREEMENT NUMBER C379J723

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

Estimated Direct Construction Cost	\$ <u>5,133.00</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>500.00</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>1,826.00</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>2,807.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>4,633.00</u>

RECORDED
RIGHT OF WAY NO. 32756



Oakland Division
30400 Telegraph Road
Birmingham, MI 48010
(313) 646-0900

DATE: **September 6, 1979**

Virgil Cornwell

32450 Grand River, Apartment 7

Farmington, Michigan 48024

RE: **Tall Pines Subdivision No. 2**

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,

Roberta Heidendorf

SERVICE PLANNER

OM:dp

9-6-79

DATE

CERTIFICATE

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-64864** for this development is in my/our possession and will be used for this purpose.

Name

Virgil Cornwell

Title

owner

Name

Title

Date

RECORDED RIGHT OF WAY NO.

32756

APPLICATION FOR U.R.D. EASEMENT

OF FORM RR 11 5-73

RE & RW USE	DATE REC'D 6-18-79	DE-BELL NO. 0E 9-59
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TO: J. ROBERTSON

REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT OAKLAND

Date 6-18-79

We have included the following necessary material and information:

MATERIAL:

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

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

INFORMATION:

1. Project name TALL PINES NO. 2 County OAKLAND

City/Township/Village FARMINGTON Section No. 29

Type of Development Subdivision Mobile Home Park
 Apartment Complex Other

2. Name of Owner VIRGIL CORNWELL Phone No. 477-3711

Address 32450 GRAND RIVER APT. 7, FARMINGTON 48024

Owner's Representative _____ Phone No. _____

3. Date Service is Wanted 9-15-79

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

5. Cable poles on property YES NO road R/W

6. Joint easements required YES NO

a. Name of other utilities MBT

b. Other utility engineer names, addresses, phone numbers: C. COX 26200 GREENFIELD, OAK PARK 968-0162

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

Lot No. _____

8. Additional information or comments: R/W for adjoining parcels applied for on MS 80 R/W # 6559

NOTE: Trenching letter attached will be submitted later.

Signed Roberta Heidendorfer

SERVICE PLANNING DEPARTMENT

Address 240 ODHQ Phone 645-4121

RECORDED RIGHT OF WAY NO. 32756

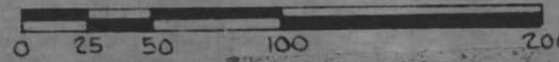
"PROPOSED" TALL PINES SUBDIVISION No. 2.

PART OF THE N.E. 1/4 OF SEC. 29, T.1N., R.9E., CITY OF FARMINGTON, OAKLAND CO., MICHIGAN.

LIBER 7656 PAGE 713

N.E. Corner of Section 29 T.1N., R.9E.

SCALE: 1" = 60'



LIBER 7656 PAGE 714

SURVEYOR'S CERTIFICATE

I, Gary A. Stanley, surveyor, certify:

That I have surveyed, divided and capped the land shown on this plat, described as follows: TALL PINES SUBDIVISION No. 2, part of the N.E. 1/4 of sec. 29, T. 1N., R. 9E., City of Farmington, Oakland Co., Michigan, and comprising lots 26 to 30 both inclusive, and being described as: Beginning at a point on the East Line of Sec. 29 which is distant S. 1° 45' 09" W. 112.65' from the N.E. corner of sec. 29, T. 1N., R. 9E., thence S. 1° 45' 09" W. 419.98' along said E. line of Sec. 29; thence N. 87° 59' 20" W. 252.10'; thence N. 1° 45' 09" E. 419.99' to the point of beginning, consisting of 5 lots and containing an area of 3,099 acres.

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

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

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

That the accuracy of survey is within the limits required by section 126 of the act.

That the bearings shown on the plat are expressed as required by section 126 (3) of the act and as explained in the legend.

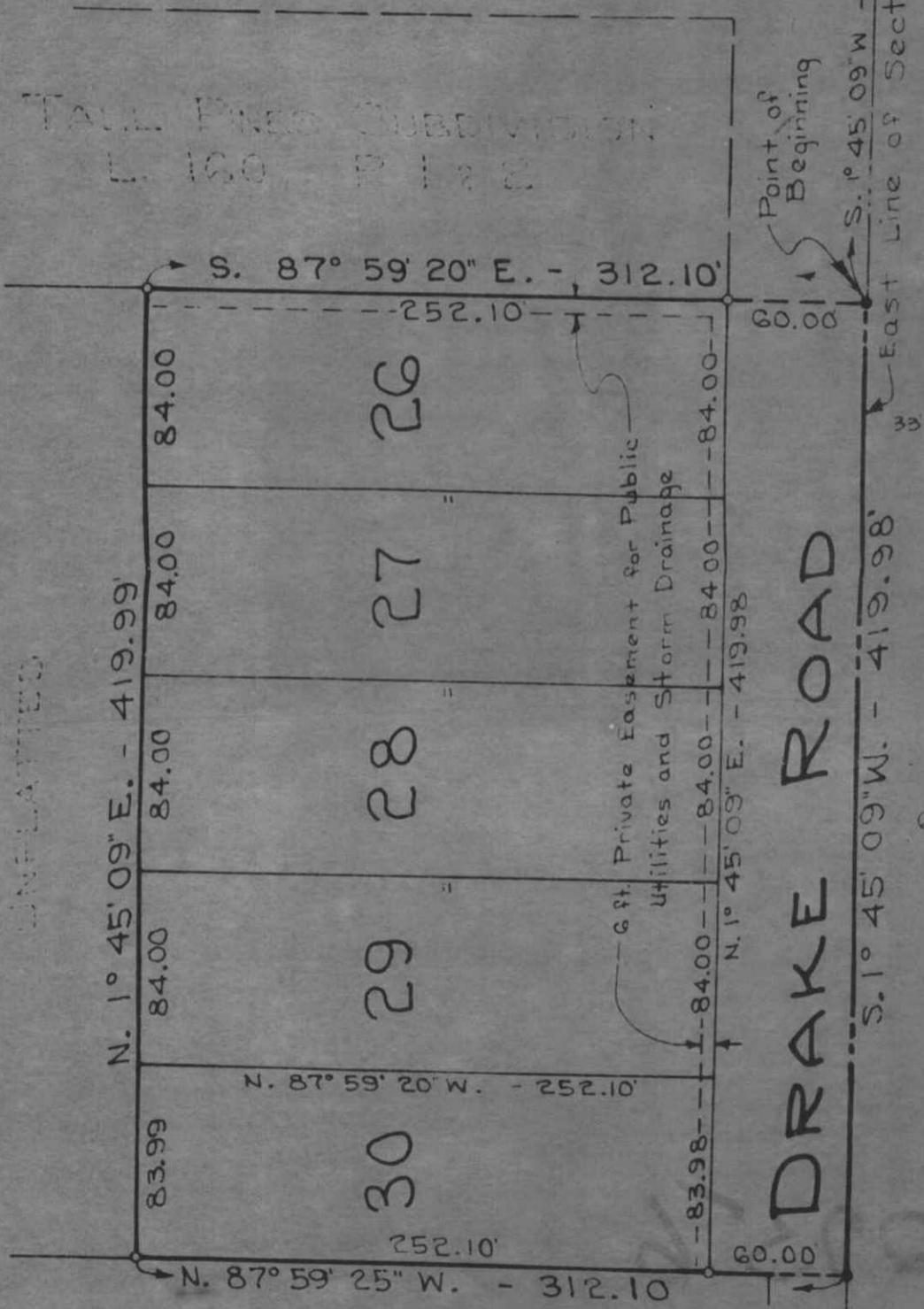
Date: June 8, 1979

Community Consultants Inc.
3210 W. Jefferson Ave.
Trenton, Michigan 48137

Gary A. Stanley

Gary A. Stanley
Registered Land Surveyor No. 12031
Principal Officer of Community Consultants, Inc.

RECORDED RIGHT OF WAY NO. 32756

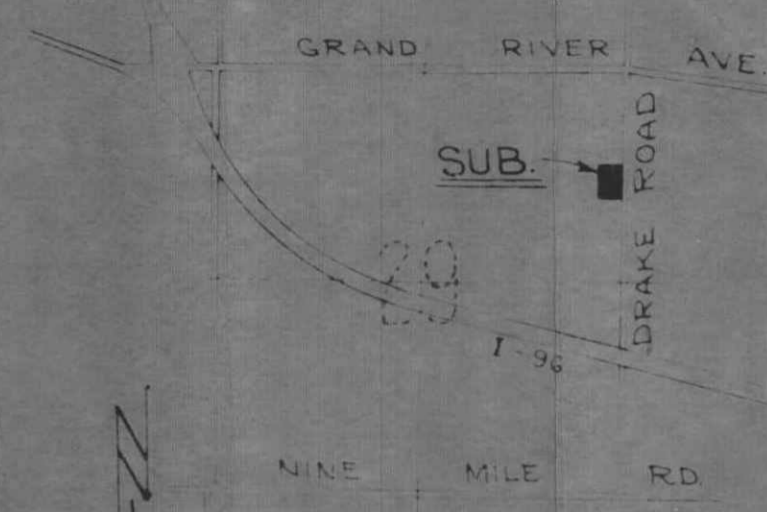


UNPLATTED

UNPLATTED

UNPLATTED

LOCATION MAP



PLAT LEGEND

- All dimensions are shown in feet.
- All bearings were established from the recorded plat of "TALL PINES SUBDIVISION," Liber 100, Pages 12 and 13.
- The symbol "o" indicates a concrete monument.
- All lot corners have been marked with 1/2 inch diameter iron pipes, 18 inches in length.

THE BROWN ENGINEERING COMPANY
10000 BURGESS ROAD S.W. CANON
MICHIGAN 48010

RECORDED R/W FILE NO.

R32756

R32756

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