

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 17<sup>th</sup> day of March, 1980,

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 444 Michigan 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 New Baltimore, Macomb 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.

RECORDED RIGHT OF WAY NO. 33240

RECORDED IN MACOMB COUNTY  
RECORDS AT: 11:30 A.M.  
MAY - 2 1980

DRAFTED BY AND RETURN TO:  
M. HARTMAN, MICHIGAN BELL  
660 PLAZA DRIVE ROOM 1510  
DETROIT, MICHIGAN 48226

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

15-

15

(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.

(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 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 and/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 and/or BELL 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 accommodate 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. When 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 ground is frozen.

(13) EDISON and BELL will own and maintain the secondary services 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 easements 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  
Melford Hartman  
MELFORD HARTMAN

Julie A. Kezelian  
JULIE A. KEZELIAN

Kathlyn J. Bessonon  
KATHLYN J. BESSONON

Kathlyn J. Bessonon  
Kathlyn J. Bessonon

Julie A. Kezelian  
Julie A. Kezelian

THE DETROIT EDISON COMPANY

By Robert R. Tewksbury  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Leases of Way Echl.

By Irene C. Kata  
IRENE C. KATA ASST. SECRETARY  
MICHIGAN BELL TELEPHONE COMPANY

By Keith J. Regan  
Keith J. Regan Staff Supervisor  
(Authorized Signature)

HOMESTEAD CORPORATION  
A Delaware Corporation  
319 Clematis, Suite 900  
West Palm Beach, Florida 33401

By Arthur E. Smith  
Arthur E. Smith, President

PULTE HOMES OF MICHIGAN CORPORATION  
A Michigan Corporation  
6400 Farmington Road  
West Bloomfield, Michigan 48033

By Ronald G. Smith  
Ronald G. Smith, President

RECORDED RIGHT OF WAY NO.

33240

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

LIBER 3231 PAGE 443

On this 15th day of April, 19 80, before me, the subscriber, a Notary Public in and for said County, personally appeared

Robert R. Tewksbury and Irene C. Kata

to me personally known, who being by me duly sworn, did say that they are the Director, Real Estate & Rights of Way <sup>Dept.</sup> 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 the 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

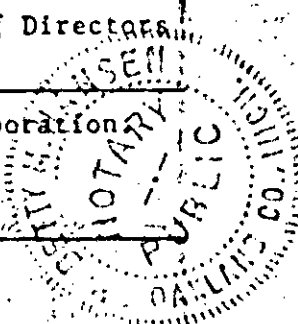
acknowledged said instrument to be the free act and deed of said corporation

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

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

*Betty M. Hansen*  
Notary Public

Oakland County, Michigan  
(acting in the County of Wayne)



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 9th day of April, 19 80, 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 ~~State~~ Staff Supervisor authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan Corporation, and that the 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.

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

*Melford Hartman*  
Notary Public

MELFORD HARTMAN  
Notary Public, Wayne County, Mich.  
My Commission Expires July 16, 1983

\_\_\_\_\_  
County, Michigan

RECORDED RIGHT OF WAY NO.

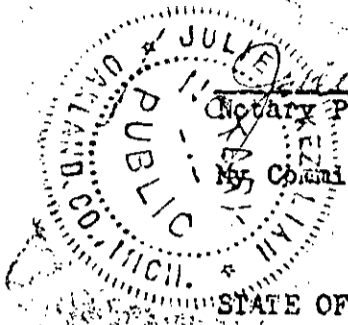
33240

STATE OF Michigan )  
Oakland COUNTY) SS

LIBER 3231 PAGE 44j-A

Personally came before me this 2nd day of April, 1980,  
Arthur E. Smith, President of Homestead Corporation, to me known to be  
such President of said corporation and acknowledged that he executed  
the foregoing instrument as such officer as his free act and deed of  
said corporation, by its authority.

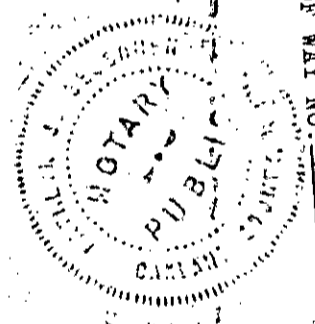
Julie A. Kezelian \_\_\_\_\_ County, \_\_\_\_\_  
Notary Public  
JULIE A. KEZELIAN  
Notary Public, Oakland County, Mich.  
My Commission Expires Oct. 2, 1982



STATE OF MICHIGAN )  
OAKLAND COUNTY) SS

Personally came before me this 17th day of March, 1980,  
Ronald G. Smith, President of Pulte Homes of Michigan Corporation, to  
me known to be such President of said corporation and acknowledged that  
he executed the foregoing instrument as such officer as his free act  
and deed of said corporation, by its authority.

Kathlyn J. Bessonnen \_\_\_\_\_ OAKLAND County, Michigan  
Notary Public Kathlyn J. Bessonnen  
KATHLYN J. BESSONNEN  
Notary Public, Oakland County, Mich.  
My Commission Expires Nov. 27, 1983  
My Commission Expires: \_\_\_\_\_



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APPENDIX "A"

The Proposed Homestead Meadows Subdivision No. 3, part of the  
N.E. 1/4 of Section 11, T.3N., R.14E., City of New Baltimore, Macomb County, Michigan,  
being a replat of part of Lot 241, Assessor's Plat No. 11 of the Village of New Baltimore,  
Macomb County, Michigan as recorded in Liber 62 of Plats on Page 7, Macomb County Records.

Commencing at the N.E. corner of Section 11; thence S. 89°59'26" W. 293.97 ft. along the  
North line of Section 11; thence S. 00°34'11" E. 1990.98 ft. along the East line of said  
Lot 341 of A.P. No. 11 to the point of beginning; thence S. 00°34'11" E. 427.54 ft.; thence  
S. 89°25'49" W. 162.93 ft.; thence N. 66°43'06" W. 60.88 ft.; thence N. 55°41'56" W.  
114.82 ft.; thence N. 23°47'35" E. 39.21 ft.; thence N. 54°06'00" W. 337.13 ft.; thence  
N. 49°48'18" W. 86.38 ft.; thence N. 31°56'17" W. 99.95 ft.; thence N. 11°15'25" W.  
106.81 ft.; thence S. 89°25'49" W. 43.20 ft.; thence N. 00°34'11" W. 110.0 ft.; thence  
N. 02°28'59" E. 60.09 ft.; thence N. 00°34'11" W. 120.0 ft.; thence N. 89°25'49" E.  
445.0 ft.; thence S. 00°34'11" E. 447.50 ft.; thence N. 89°25'49" E. 120.0 ft.; thence  
N. 78°08'37" E. 61.18 ft.; thence N. 89°25'49" E. 120.0 ft.; to the point of beginning and  
containing Lots 170 through 200 inclusive. (8.419 Acres)

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

**AGREEMENT**, made this 19th day of February, 1980, between The Detroit Edison Company, hereinafter called the "Company" and Pulte Homes of Michigan hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 31 lots/buildings numbered \_\_\_\_\_ in the development known as \_\_\_\_\_

Homestead Meadows Subdivision No. 3 (hereinafter called the "Development") located in Township 3N, Range 14E, Part of Sections 11 and 12, New Baltimore, Macomb County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-73688 dated February 11, 1980, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

Part

RECORDED RIGHT OF WAY NO. 33240

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 5559.20. 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.

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8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for April 15, 1980, 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

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

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

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

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

15600 Nineteen Mile Road

Mt. Clemens, Michigan, 48044

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

Pulte Homes of Michigan

6400 Farmington Road

West Bloomfield, Michigan 48033

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 M. Wisniewski  
John M. Wisniewski

Its Director - Service Planning

**DEVELOPER**

By Gary N. Cooper  
GARY N. COOPER

Its PROJ. DEV. MGR.

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**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>2206</u> front lot feet x \$1.75 per front lot foot =	\$	<u>3860.50</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>                    </u> trench feet x \$1.90 per trench foot =	\$	<u>                    </u>
	<u>                    </u> KVA of installed transformer capacity x \$4.00	\$	<u>                    </u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>                    </u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>3860.50</u>
	<b>TOTAL</b>	\$	<u>                    </u>

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ATTACHMENT D

AGREEMENT NUMBER B180 J030

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

Estimated Direct Construction Cost . . . . .	\$ 7059.20
(Excludes engineering overhead costs and administrative cost. When applicable, in- cludes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ 1500.00
(\$500.00 for each residential unit to be immediately served when the under- ground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ 1698.70
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ 3860.50
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ 5559.20</b>

RECORDED RIGHT OF WAY NO. 33240



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

DATE: February 19, 1980

Pulte Homes of Michigan  
6400 Farmington Road  
West Bloomfield, Michigan 48033

RE: Homestead Meadows Subdivision No. 3

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished.

Please sign and return one <sup>COPY</sup> ~~copy~~ of the Certificate below. You may retain the ~~first~~ <sup>second</sup> copy for your file.

Very truly yours,

Melvin F. Stockman

Service Planner

Feb. 20, 1980  
Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-73686 for this development is in my/our possession and will be used for this purpose.

Name Gary N. Cooper  
Title PROJECT DEVELOP. MGR.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date 2/25/80

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# HOMESTEAD MEADOWS SUBDIVISION NO. 2

PART OF THE N.E. 1/4 OF SECTION 11, T.3N., R.14 E., CITY OF NEW BALTIMORE  
MACOMB COUNTY, MICHIGAN

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100 50 0 100

SCALE - 1" = 100'

LOT 340

ASSESSOR'S FLAT NO. 11 S 00° 34' 11" E 427.54' L.15 P.44

NORTH LINE SEC. 11  
S. 89° 59' 26" W.  
293.97'  
N.E. CORNER SEC. 11  
T.3N. R.14 E.

S. 00° 34' 11" E. 1990.98' POINT OF BEGINNING

6' STORM DRAIN EASEMENTS

12' STORM DRAIN EASEMENT

10' PRIV. EASE. FOR PUBLIC UTIL.

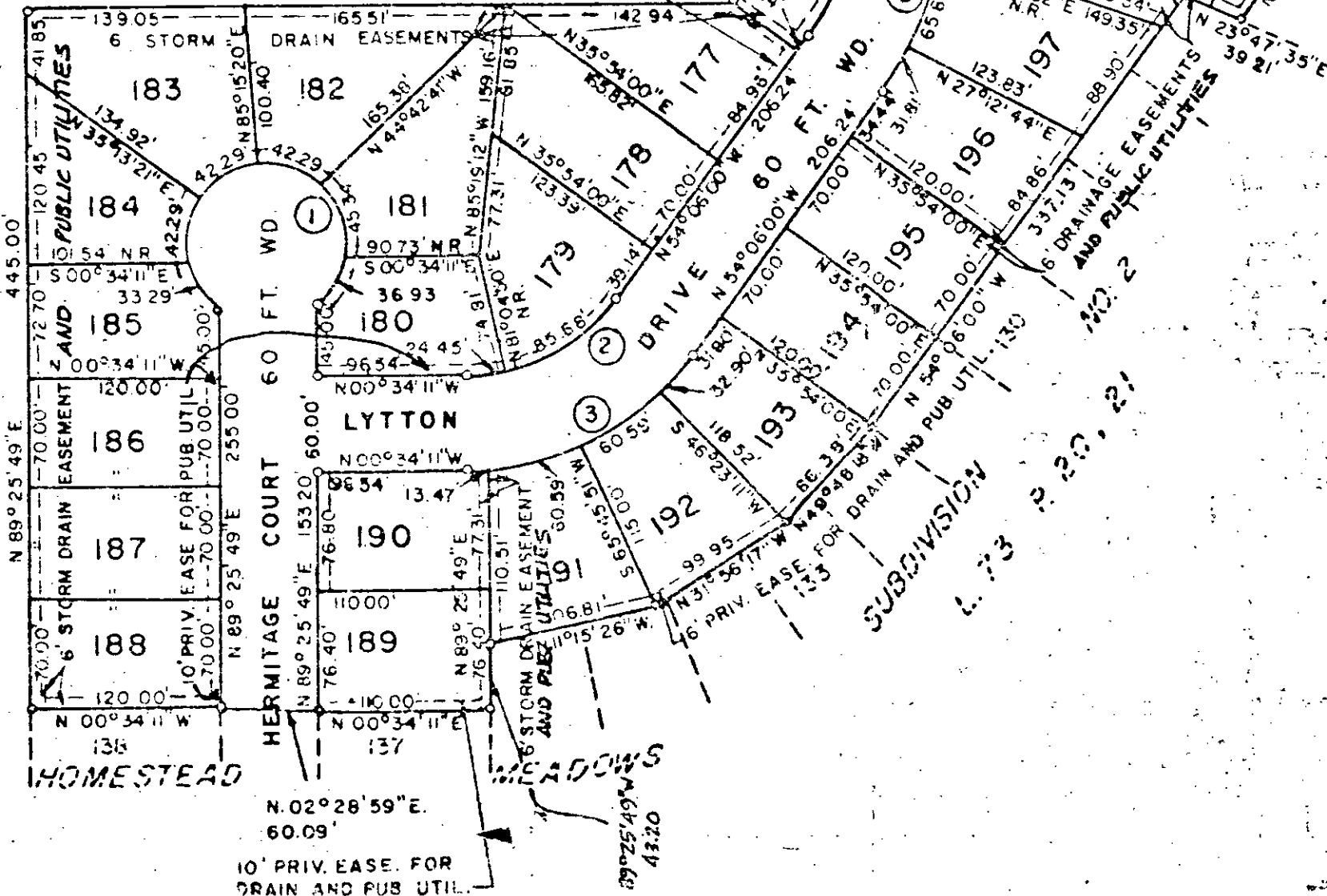
6' PRIV. EASE. FOR PUB. UTIL. AND DRAINAGE

"AS PROPOSED"

LOT 341 ASSESSOR'S FLAT NO. 11

10' PRIV. EASE. FOR PUBLIC UTILITIES

S 00° 34' 11" E 447.50'



LOT 341 ASSESSOR'S FLAT NO. 11

HERMITAGE COURT 60 FT. WD.

LYTTON DRIVE 60 FT. WD.

AVONDALE DRIVE 60 FT. WD.

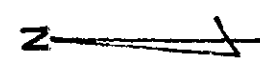
HOMESTEAD

MEADOWS

N. 02° 28' 59" E. 60.09'

10' PRIV. EASE. FOR DRAIN AND PUB UTIL.

S 89° 25' 49" W 43.20'



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R 33240