

Condominiums

~~RECORDS~~

(A227931)

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 21ST day of DECEMBER, 1973, 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~~ ^{condominiums} known as Royalty East, on land in the Township of Chesterfield, County of Macomb, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

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

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

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

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

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

"This easement is re-recorded for the purpose of showing the planned "as installed" center -1- lines of easements granted as shown on drawing attached hereto."
DE FORM LE 11-11-71 CS

RECORDED IN MACOMB COUNTY RECORDS AT: 1:30 P.M.

RECORDED IN MACOMB COUNTY RECORDS AT: 11:59 A.M. SEP 23 1980

JAN 21 1974

Edna Miller
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

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

Edna Miller
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 33369

15-
[Handwritten initials]

CUSTOMER SERVICE

EDISON COMPANY

DETROIT, MICHIGAN

190555A

6000 1st St
Detroit, Mich

EDISON COMPANY
DETROIT, MICH

1905

~~RETURN TO~~
~~A. ROBERTSON~~
~~DETROIT EDISON COMPANY~~
~~1570 ORCHARD LAKE ROAD~~
~~PORTAGE, MICHIGAN 49853~~

RECORDED IN WADSWORTH COUNTY
MICHIGAN

JAN 19 1905
EDISON COMPANY

RECORDED IN WADSWORTH COUNTY
MICHIGAN

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

Diane Drummey
DIANE DRUMMEY

Irene C. Kata
IRENE C. KATA

Linda Perry
LINDA PERRY

Marsha Pavelka
MARSHA PAVELKA

THE DETROIT EDISON COMPANY
By W. C. Arnold
W. C. Arnold, Director, Real Estate and Rights of Way Dept.

By Frank M. Kehoe
FRANK M. KEHOE SECRETARY

MICHIGAN BELL TELEPHONE COMPANY
By William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(authorized signature)

RECORDED RIGHT OF WAY NO. 33369

MS. 028

MS. 028

OF 1900 1900

~~RECEIVED BY~~
~~A. H. HARRISON~~
~~THE DETROIT EDISON COMPANY~~
~~15600 NINETEEN MILE ROAD~~
~~MT. CLEMENS, MICHIGAN 48044~~

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


STATE OF MICHIGAN)

SS

COUNTY OF WAYNE)

On this 3rd day of January, 19 74, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Frank M. Kehoe to me personally known, who being by me duly sworn, did say that they are the Director, RE & R/W Dept. and 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 W. C. Arnold and Frank M. Kehoe acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: May 14, 1976


 Notary Public Irene C. Kata
Wayne County, Michigan

STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

On this 9th day of January, 19 74, before me, the subscriber, a Notary Public in and for said County, appeared William F. Murray Jr. to me personally known, who being by me duly sworn, did say that he is Staff Supervisor of Right of Way, 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 William F. Murray Jr. 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, Michigan
 Acting in Oakland County
 My Commission Expires Sept. 15, 1975

_____ County, Michigan

RECORDED RIGHT OF WAY NO. 53369

1970

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

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

Witness:

PURCHASER:

John N. Waterloo
John N. Waterloo

Joseph Scalabrino
Joseph Scalabrino - a married man

Lea P. Vandaele
Lea P. Vandaele

24631 Saxony
East Detroit, Michigan 48021

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS:

On this 21ST day of DECEMBER, 1973 before the undersigned, a Notary Public in and for said County, personally appeared Joseph Scalabrino, a married man, known to me to be the person who executed the foregoing instrument and acknowledged the same to be his free act and deed.

Lea P. Vandaele
Lea P. Vandaele
Notary Public, MACOMB County, Michigan

My Commission Expires: 12/1/75

Witness:

SELLER:

John N. Waterloo
John N. Waterloo

Sead Investment Company
A Michigan Corporation
1404 Berkshire
Grosse Pointe Park, Michigan 48236

Lea P. Vandaele
Lea P. Vandaele

James Michaels
James Michaels, President

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS:

On this 21ST day of DECEMBER, 1973 before me appeared James Michaels, to me personally known, who being by me severally duly sworn, did say that he is President of Sead Investment Company, a Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said James Michaels, acknowledged the said instrument to be the free act and deed of the said Sead Investment Company.

Lea P. Vandaele
Lea P. Vandaele
Notary Public, MACOMB County, Michigan

My Commission Expires: 12/1/75

RECORDED
INDEXED
FILED
OFFICE OF WAY NO. 33369

APPENDIX "A"

A parcel of land being in and a part of the S.W. 1/4 Section 15, Township 4 North, Range 14 East, Chesterfield Township, Macomb County, Michigan and being more particularly described as follows: Beginning at a point on the N-S 1/4 line of Section 15 North 700.0 feet from the S. 1/4 Post of Section 15; thence South 89°27'02" West 1199.04 feet; thence North 00°06'17" West 587.0 feet; thence East 463.0 feet; thence North 120.0 feet; thence East 182.03 feet; thence South 61°36'00" East 84.69; thence North 28°24'00" East 60.0 feet; thence North 114.0 feet; thence East 452.0 feet to the N-S 1/4 line of Section 15; thence South 822.0 feet along the N-S 1/4 line of Section 15 to P.O.B. and containing 19.306 Acres, subject to Easements of Record.

Prepared by:
John N. Waterloo
1970 Orchard Lake Rd.
Pontiac, Michigan 48053

TO THE BOARD OF DIRECTORS
DETROIT EDISON COMPANY
15600 NINETEEN MILE ROAD
MOUNT CLEMENS, MICHIGAN 48044

RECEIVED
DETROIT EDISON COMPANY
MOUNT CLEMENS, MICHIGAN

Dear Sirs:
I am writing to you regarding the matter of the proposed rate increase for the year 1965. I have reviewed the proposed rates and find them to be excessive and unjustified. I believe that the proposed rates will result in a significant increase in the cost of electricity to the general public, which is not warranted by the actual costs of production and distribution of electricity.

Very truly yours,
R. R. CUNNINGHAM
Chairman, Board of Directors

I am sure that you will understand my position and will take appropriate action to prevent the proposed rate increase. I am confident that you will act in the best interests of the community and will not allow the proposed rates to be implemented.

Yours faithfully,
R. R. CUNNINGHAM

Very truly yours,
R. R. CUNNINGHAM

Very truly yours,
R. R. CUNNINGHAM

I am sure that you will understand my position and will take appropriate action to prevent the proposed rate increase. I am confident that you will act in the best interests of the community and will not allow the proposed rates to be implemented.

I am sure that you will understand my position and will take appropriate action to prevent the proposed rate increase. I am confident that you will act in the best interests of the community and will not allow the proposed rates to be implemented.

~~RETURN TO~~
~~A. ROBERTSON~~
~~DETROIT EDISON COMPANY~~
~~15600 NINETEEN MILE ROAD~~
~~MOUNT CLEMENS, MICHIGAN 48044~~

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

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

AGREEMENT, made this 31st day of October, 1977, between The
Detroit Edison Company, hereinafter called the "Company" and _____
Mr. J. Scalabrino
hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 240/120
volt secondary service to two ~~lots~~/buildings numbered
31732 and 31736 Williams Drive in the development known as
Royalty East Condominiums
(hereinafter called the "Development") located in Township Chs., Range T3N R14E,
Section SW 1/2 Sect. 5, 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-74547
dated 10-3-77, 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 pri-
mary 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 under-
ground 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.

33369

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 642.70. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.

4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$ 1.00 per trench foot for the portion of the said system installed during the period beginning December 15 and ending March 31, both inclusive, unless the Developer has signed this Agreement and paid the Total Payment Required, Attachment D, prior to November 1.

5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.

6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.

7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for November 15, 1977, 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

76 S. Gratiot

Mt. Clemens, Michigan, 48043

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

Mr. J. Scalabrino

24631 Saxony

E. Detroit, Michigan 48021

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 Warren E. Hicks
Warren E. Hicks

Its Acting Director

DEVELOPER

By Joseph Scalabrino Pres.

Its _____

ATTACHMENT C

SCHEDULE OF REFUNDS

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

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

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

(a)	Single Home Subdivisions		
	_____ front lot feet x \$1.75 per front lot foot =	\$	_____
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	233 _____ trench feet x \$1.90 per trench foot =	\$	442.70
	50 _____ KVA of installed transformer capacity x \$4.00	\$	200.00
(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	\$	-
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	-
	TOTAL	\$	642.70

ATTACHMENT D

AGREEMENT NUMBER B477 J181

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

Estimated Direct Construction Cost	\$	<u>56.30</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>1,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)		
Refundable Line Extension Advance	\$	<u>-</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	<u>642.70</u>
TOTAL PAYMENT REQUIRED	\$	<u>642.70</u>

Macomb Division
162 S. Gratiot
Mt. Clemens, Mi. 48043

**Detroit
Edison**

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

DATE: October 31, 1977

Mr. J. Scalabrino

24631 Saxony

E. Detroit, Michigan 48021

RE: Royalty East Condominiums

Gentlemen:

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

Please sign and return two copies of the Certificate below. You may retain the third copy for your file.

Very truly yours,

Melvin F. Stockman
Service Planner

Oct. 31, 1977
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-74547 for this development is in my/our possession and will be used for this purpose.

Name Joseph Scalabrino
Title President
Name _____
Title _____
Date 11-9-77

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date July 2, 1974

Mr. J. Scalabrino

24631 Saxony

East Detroit, Michigan 48021

Regarding Royalty East, Step I

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on 7-2-74.

The cost to you for said electric line installation is \$ 1120.00 based on 560 trench feet or - lot front feet. Extra charges in addition to the above will be \$ - as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

DE FORM PL 101 4-72 CS

RECORDED RIGHT OF WAY NO. _____

D.E. Co.

Page 2
The Detroit Edison Company
Date July 2, 1974

Royalty East

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign ~~three~~ **four** of the enclosed copies and return them. You may retain the ~~fourth~~ **fifth** copy for your file.

Very truly yours,

Melvin F. Stockman
Service Planner

ACCEPTED:

Name Joseph Scalabro
Title pres.
Name _____
Title _____
Date _____

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date November 29., 1973

Mr. J. Scalabrino

24631 Saxony

East Detroit, MI 48021

Regarding Royalty East

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on _____.

The cost to you for said electric line installation is \$ 1400.00 based on 700 trench feet or _____ lot front feet. Extra charges in addition to the above will be \$ _____ as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

Page 2
The Detroit Edison Company
Date November 29, 1973

Re.: Royalty East

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Ronald E. Pagels
Service Planner

ACCEPTED:

Name

Joseph Scalabro

Title

Name

Title

Date

RECORDED RIGHT OF WAY NO. 33369

NORTH
ARROW

LOCATION SKETCH
U.S. MAP REC. NO. CHS 56-113

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.

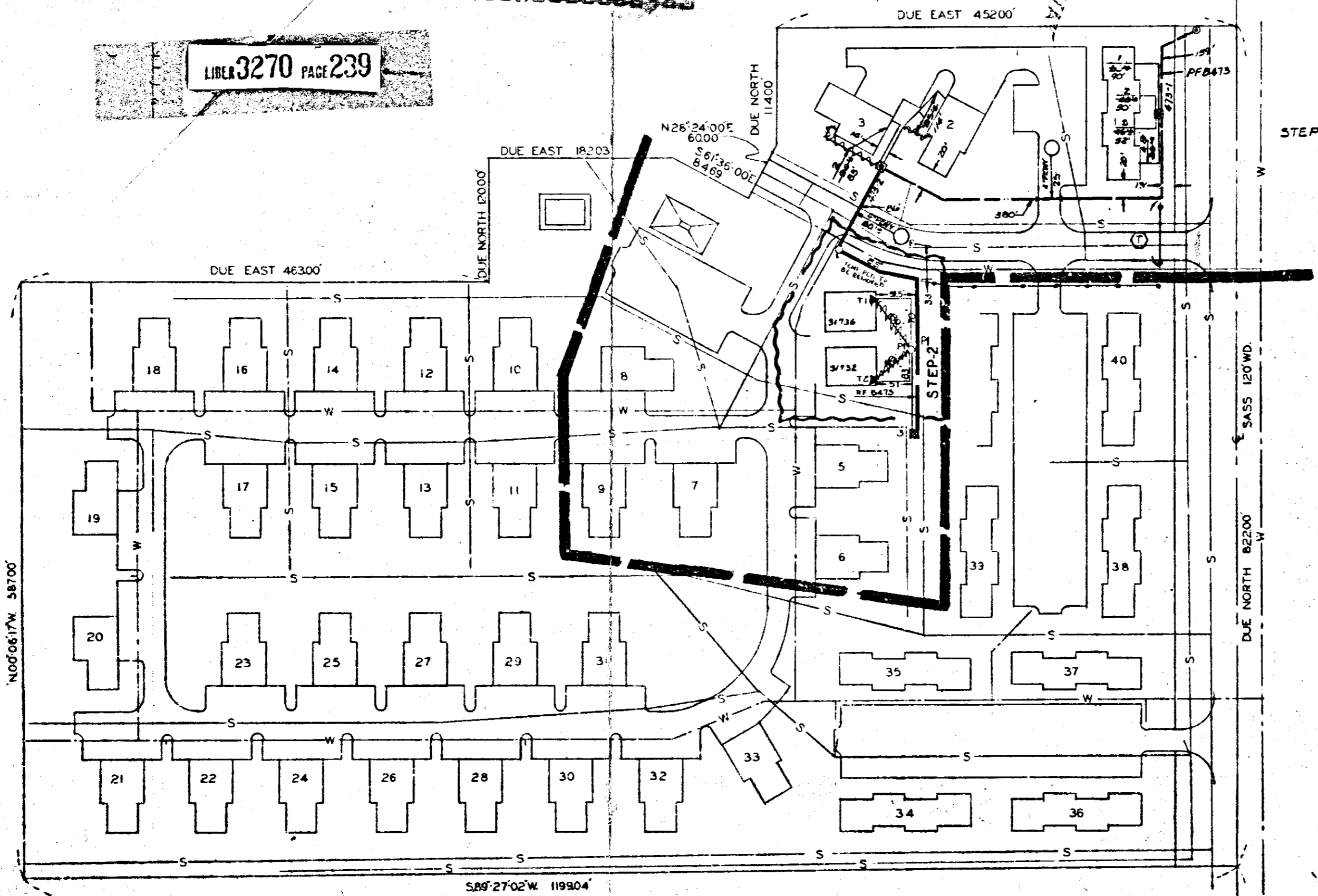
LIBER 3270 PAGE 240

LIBER 3270 PAGE 241

TRANSFORMER DATA

U.D.T. NO.	SIZE	ED STK. NO.
STEP-1	50	66-1152
STEP-2	50	66-1152

LIBER 3270 PAGE 239



65C PUSE
SPEC. E321E, 1-20-21, 1-9-48, 1-9-68
V PHASE
PF 478
SASS 7 FN, 23 MILE
MUTUAL 26'

- TRANSFORMER SPEC. 1-17-61
- FEDERAL SPEC. 813
- NO. OF FEEDERS 0
- STEP-1 STEP-2
- CCCE -**
- TEMPORARY SECONDARY FEEDER
 - SPT (S&W) FRONT TYPE
 - LUT (NON-SWITCHING-LIVE FRONT TYPE)
 - LUT (SWITCHING-LIVE FRONT TYPE)
 - DIRECTION OF TRANSFORMER BOSS OPENING
 - SECONDARY TERMINAL
 - PRIMARY TERMINAL
 - CABLE POLE
 - PRIMARY BAYON CABINET
 - BURIED PRIMARY CABLE—ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - DETROIT SENSOR TRENCH ONLY
 - TELEPHONE TRENCH ONLY
 - WATER
 - GAS
 - PROPOSED CONDUIT

CABLE SUMMARY

ITEM	QUANTITY	UNIT	FEET	FEET
ITEM 1	1	1000 FT	1000	1000
ITEM 2	1	1000 FT	1000	1000
ITEM 3	1	1000 FT	1000	1000
ITEM 4	1	1000 FT	1000	1000
ITEM 5	1	1000 FT	1000	1000
ITEM 6	1	1000 FT	1000	1000
ITEM 7	1	1000 FT	1000	1000
ITEM 8	1	1000 FT	1000	1000
ITEM 9	1	1000 FT	1000	1000
ITEM 10	1	1000 FT	1000	1000
ITEM 11	1	1000 FT	1000	1000
ITEM 12	1	1000 FT	1000	1000
ITEM 13	1	1000 FT	1000	1000
ITEM 14	1	1000 FT	1000	1000
ITEM 15	1	1000 FT	1000	1000
ITEM 16	1	1000 FT	1000	1000
ITEM 17	1	1000 FT	1000	1000
ITEM 18	1	1000 FT	1000	1000
ITEM 19	1	1000 FT	1000	1000
ITEM 20	1	1000 FT	1000	1000
ITEM 21	1	1000 FT	1000	1000
ITEM 22	1	1000 FT	1000	1000
ITEM 23	1	1000 FT	1000	1000
ITEM 24	1	1000 FT	1000	1000
ITEM 25	1	1000 FT	1000	1000
ITEM 26	1	1000 FT	1000	1000
ITEM 27	1	1000 FT	1000	1000
ITEM 28	1	1000 FT	1000	1000
ITEM 29	1	1000 FT	1000	1000
ITEM 30	1	1000 FT	1000	1000
ITEM 31	1	1000 FT	1000	1000
ITEM 32	1	1000 FT	1000	1000
ITEM 33	1	1000 FT	1000	1000
ITEM 34	1	1000 FT	1000	1000
ITEM 35	1	1000 FT	1000	1000
ITEM 36	1	1000 FT	1000	1000
ITEM 37	1	1000 FT	1000	1000
ITEM 38	1	1000 FT	1000	1000
ITEM 39	1	1000 FT	1000	1000
ITEM 40	1	1000 FT	1000	1000
TOTAL	40	1000 FT	40000	40000

- GENERAL NOTES -

TRENCHING TO BE DONE BY M.E.T.

TRENCH AND CABLE LENGTHS ARE APPROXIMATE.

SEE DRAWING U-4228 FOR TRANS. DETAIL.

SEE FIG. 5-11 (E.A.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY).

SEE DRAWING U-4228 FOR PLACEMENT OF CABLES.

TRANSFORMERS AND FEEDERS (S&W) ONLY.

S.E. SERVICE PLANNER: J. J. ...

TEL. CO. ...

PERMITS REQUIRED

Non-Residential Excavation

REVISIONS

NO. 1

DATE

DESCRIPTION

1

8-1-78

10-10-78

SHOWN AS INSTALLED IN STEP-2

REVISED TO SHOW STEP-2

REVISED TO SHOW STEP-2 AS INSTALLED

NO.	DATE	DESCRIPTION	BY	CHECKED BY
1	8-1-78	SHOWN AS INSTALLED IN STEP-2	J. J. ...	J. J. ...
2	10-10-78	REVISED TO SHOW STEP-2	J. J. ...	J. J. ...
3	11-15-78	REVISED TO SHOW STEP-2 AS INSTALLED	J. J. ...	J. J. ...

DESIGNED BY: J. J. ... DATE: 8-1-78

CHECKED BY: J. J. ... DATE: 10-10-78

APPROVED BY: J. J. ... DATE: 11-15-78

PROJECT: SW 1/4 SEC. 5 T. 3 N. R. 14 E.

CHESTERFIELD TWP. MACOMB CO.

R 33369

RECORDED RIGHT OF WAY NO. 33369

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