

Detroit Edison

Right of Way Agreement

(A626657)

NOTE: This Right of Way is being re-recorded for the purpose of clarifying the description. The corrected description is as it appears on page 2 of this instrument.

November 15, 1979

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to 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 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the Township of Clinton, Macomb County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be 10 feet in width unless otherwise indicated and their route is described as follows: The exact location of said easements will be as shown on a drawing to be recorded with in 90 days after construction.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
3. No shrubs of foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.
4. If the lines of facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses: Susan A. O'Neil, Julia Tomaszewski

Grantors: CROSSWINDS EAST CORPORATION A Michigan Corporation. BY: Bernard Glieberman, President. BY: Sandra Glieberman, Secretary

RECORDED IN MACOMB COUNTY RECORDS AT: 1:23 P. M. APR 16 1980

Prepared By: Robert H. Rehe, CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN 15600 19 Mile Road Mt. Clemens, Michigan 48044

Address: 20300 West Twelve Mile Road Southfield, Michigan 48076

RECORDED IN MACOMB COUNTY RECORDS AT: 1:40 P. M. DEC - 5 1979

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

RECORDED RIGHT OF WAY NO. 33386

CORPORATION

STATE OF MICHIGAN

County of Oakland)
) SS

On this 15 day of November, A.D. 19 79, before me,
the subscriber, a notary public in and for said County, appeared Bernard Gliberman

_____ and Sandra Gliberman

to me personally known, who being by me duly sworn did say that they are the President

_____ and Secretary

_____ of
and that the seal affixed to said instrument is the corporate seal of said corporation and said instrument was signed

and sealed in behalf of said corporation by authority of its board of directors and _____

Bernard Gliberman and Sandra Gliberman

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

Joan C. McClung
Joan C. McClung
Notary Public, Oakland County, Michigan

My commission expires: 11-15-81

RECORDED RIGHT OF WAY NO. 33386

APPENDIX "A"

~~"CROSSWINDS EAST CONDOMINIUMS, PHASE I", A parcel of land located in and being part of the North 1/2 of Section 20, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the North 1/4 post of Section 20, and Thence extending N 87° 57' E 215.44 feet along the Northerly Section Line, Thence S 39° 00' W 439.32 feet and S 37° 53' 50" W 342.94 feet along the centerline of Clinton River Road, Thence N 88° 46' 30" W 36.82 feet, Thence S 01° 13' 30" W 280.00 feet, Thence S 88° 46' 30" E 240.90 feet, Thence S 35° 04' 30" W 488.40 feet along the centerline of the Clinton River Road, Thence N 36° 32' W 180.00 feet; Thence N 51° 04' 13" W 211.49 feet, Thence N 02° 09' W 1030 feet, Thence N 87° 51' E 1341.67 feet along the Northerly Section line of the point of beginning.~~

"CROSSWINDS EAST CONDOMINIUMS, PHASE I", A parcel of land located in and being a part of the North 1/2 of Section 20, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows: Commencing at the North 1/4 post of Section 20, and Thence extending N 87° 57' E 215.44 feet along the Northerly Section line, Thence S 39° 00' W 439.32 feet and S 37° 53' 50" W 342.94 feet along the centerline of Clinton River Road, Thence N 88° 46' 30" W 436.82 feet, Thence S 01° 13' 30" W 280.00 feet, Thence S 88° 46' 30" E 240.90 feet, Thence S 35° 04' 30" W 257.10 feet and S 56° 54' 30" W 488.40 feet along the centerline of the Clinton River Road, Thence N 36° 32' W 180.00 feet, Thence N 51° 04' 13" W, 211.49 feet, Thence N 02° 09' W 1030.00 feet, Thence N 87° 51' E 1341.67 feet along the Northerly Section line to the point of beginning.

0711 1980

771 0810

08110

79

November

11

Raymond G. Heberman

Secretary

President

Secretary

Raymond G. Heberman

Raymond G. Heberman

John C. Heberman
Chairman

APPROVED	DATE
BLDG & PROP. DEPT.	
DIV. ORG. <i>Rae J</i>	11-3-79
INS. DEPT.	
LEGAL DEPT.	
RE & RIW DEPT.	
SYSTEM ENG. DEPT.	
TAX DEPT.	

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

Affidavit

A657926

STATE OF MICHIGAN

County of MACOMB) SS

Robert R. Cunningham, Supervisor, Real Estate, Rights of Way & Claims of The Detroit Edison Company

Detroit, Michigan, being duly sworn deposes and says:

Crosswinds East of Corporation

THAT Bernard Gliberman, President and Sandra Gliberman, Secretary granted an easement to The Detroit Edison Company and The Michigan Bell Telephone Company dated the 15th day of November, 19 79. Said easement was recorded in the office of the Register of Deed of Macomb County, Michigan on the 16th day of April, 19 80 in Liber 3227 Pages 169 & 170.

Deponent further states that on behalf of The Detroit Edison Company and The Michigan Bell Telephone Company the underground easement locations, as in said grant provided, are established by a drawing dated June 8, 19 80 and attached hereto, as required in said grant. Public Act 53 of 1974 requires anyone prior to any power excavating to telephone Miss Dig on 1-800-482-7171 for exact location of underground equipment.

RECORDED REGISTER OF DEEDS WAY NO. 33386

Further Deponent sayeth not.

Robert R. Cunningham (L.S.)
Robert R. Cunningham, Supervisor
Real Estate, Rights of Way and Claims
Macomb Division

RECORDED IN MACOMB COUNTY
RECORDS AT: 12:15 P. M.
JUL - 7 1980

Edna Miller
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

Subscribed and sworn to before me this 3rd day of JULY, A.D. 19 80
Robert H. Rehe
ROBERT H. REHE
Notary Public, OAKLAND County, Michigan

My commission expires: 2-11-84

PREPARED BY: Ret to:

Robert R. Cunningham
15600 19 Mile Road
Mt. Clemens, Michigan 48044

9

Omega Title Company, Inc.

AUTHORIZED AGENT FOR



PIONEER NATIONAL TITLE INSURANCE

A TICOR COMPANY

CASE NO. 18887 FORM OF POLICY TO BE ISSUED

OWNER'S POLICY \$ To Be Furnished	ALTA MORTGAGE POLICY WITHOUT EXCEPTIONS \$	ALTA MORTGAGE POLICY WITH EXCEPTIONS \$
--------------------------------------	--	---

PARTY TO BE INSURED (Owner's Policy) To Be Furnished

PARTY TO BE INSURED (Mortgage Policy)

Land in Township of Clinton

Macomb County, Michigan

See Attached Rider

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. Owner: Crosswinds East Company, a Michigan Co-Partnership
 REQUIREMENT: RECORD A DEED FROM THE ABOVE OWNER TO THE PARTY TO BE INSURED, IF IT IS THE DESIRE OF THE APPLICANT TO EFFECT A CHANGE IN TITLE.
2. Mortgage for the sum of \$650,000.00 executed by Crosswinds East Corporation, a Michigan Corporation, to Branitek, Inc., a Delaware Corporation, dated September 24, 1979 and recorded October 23, 1979 in Liber 3172, Page 548, Macomb County Records.
 REQUIREMENT: RECORD SATISFACTORY PARTIAL DISCHARGE OF THE ABOVE MORTGAGE, OR SAME WILL BE SHOWN ON THE FINAL POLICY.
3. Right of Way granted to Michigan Bell Telephone Company as recorded in Liber 2112, Page 114, Macomb County Records. ✓
 REQUIREMENT: NONE. ABOVE TO BE SHOWN ON THE FINAL POLICY.
4. Easement for the installation and maintenance of Township owned water mains and sanitary sewers granted to the Township of Clinton as recorded in Liber 2444, Page 378, and Liber 2444, Page 382, Macomb County Records. ✓
 REQUIREMENT: NONE. ABOVE TO BE SHOWN ON THE FINAL POLICY.
5. Terms and conditions of an Agreement with the Detroit Edison Company and Michigan Bell Telephone Company as recorded in Liber 2040, Page 653, Macomb County Records. ✓
 REQUIREMENT: NONE. ABOVE TO BE SHOWN ON THE FINAL POLICY.
6. Terms and Conditions of Agreement-Easement-Restrictions with the Detroit Edison Company and Michigan Bell Telephone Company as recorded in Liber 2364, Page 317, Macomb County Records.
 REQUIREMENT: NONE. ABOVE TO BE SHOWN ON THE FINAL POLICY.
7. Rights of the public in any part of the captioned property deeded or used for highway purposes.
 REQUIREMENT: NONE. ABOVE TO BE SHOWN ON THE FINAL POLICY.

8. Taxes: Item Nos. 11-20-126-005 and 11-20-126-006 1979 County Taxes: due 3,013.29 - No Special Assessments
REQUIREMENT: PAYMENT OF THE ABOVE TAXES.

This commitment is valid and binding for a period of 90 days only from January 7, 1980 at 8:00 a. M. Thereafter it is void and of no effect.

Countersigned:

Alan B. Hall

VALIDATING SIGNATURE

NOTE: The reverse side hereof is part of this commitment.

RECORDED RIGHT OF WAY NO. 33386

LEGAL DESCRIPTION

A parcel of land located in and being a part of the North 1/2 Section 20, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at the North quarter post of Section 20, Town 2 North, Range 13 East, and thence extending North 87 degrees, 57 minutes, East 215.44 feet along the Northerly section line; thence South 39 degrees, 00 minutes West 439.32 feet and South 37 degrees, 53 minutes, 50 seconds West 342.94 feet along the centerline of Clinton River Road; thence North 88 degrees, 46 minutes, 30 seconds West 436.82 feet; thence South 01 degrees, 13 minutes, 30 seconds West 280.00 feet; thence South 88 degrees 46 minutes 30 seconds East 240.90 feet; thence South 35 degrees 04 minutes, 30 seconds West 257.10 feet and South 56 degrees, 54 minutes 30 seconds, West 488.40 feet along the centerline of the Clinton River Road; thence North 36 degrees, 32 minutes West 180.00 feet; thence North 51 degrees, 04 minutes, 13 seconds West 211.49 feet; thence North 02 degrees 09 minutes West 1030.00 feet; thence North 87 degrees 51 seconds East 1341.67 feet along the Northerly section line to the point of beginning.

RECORDED RIGHT OF WAY NO.

33386

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

AGREEMENT, made this 13th day of November, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Crosswinds Construction Corporation hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 46 units lots/buildings numbered Crosswinds East - Phase I in the development known as Crosswinds East - Phase I (hereinafter called the "Development") located in Township Clinton, Range T2N, R13E, Section 20, 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-73607 dated 10-23-79, 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. 33386

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 3,942.70. 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 \$ _____ 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 December 3, 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

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

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

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

THE DETROIT EDISON COMPANY
ATTENTION: DIVISION MANAGER

15600 19 Mile Road

Mt. Clemens, Michigan, 48044

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

Crosswinds Construction Corporation

39317 Heatherheath

Mt. Clemens, Michigan 48044

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 Director, Service Planning

DEVELOPER

By Crosswinds S. Co

Its Bernie Gliberman

BERNIE GLIEBERMAN

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

1,233 trench feet x \$1.90 per trench foot = \$ 2,342.70

400 KVA of installed transformer capacity x \$4.00 \$ 1,600.00

(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 \$ 3,942.70

ATTACHMENT D

AGREEMENT NUMBER B479 J973

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

Estimated Direct Construction Cost	\$ <u>4,299.00</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>15,000.00</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>3,942.70</u>
TOTAL PAYMENT REQUIRED	\$ <u>3,942.70</u>



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

DATE: November 13, 1979

Crosswinds Construction Corp.

39317 Heatherheath

Mt. Clemens, Michigan 48044

RE: Crosswinds East - Phase I

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 ^{copy} ~~copy~~ of the Certificate below. You may retain the ~~first~~ ^{second} copy for your file.

Very truly yours,

Ronald E. Bagels
 Service Planner

Nov. 13, 1979
 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-73607 for this development is in my/our possession and will be used for this purpose.

Name B. O. [Signature]

Title (PRES)

Name [Signature]

Title _____

Date 12/1/79

TO: R. CUNNINGHAM
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR

Application No. _____

DISTRICT MACOMB

Date 10-22-79

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).

Trailer
286-6377

INFORMATION:

1. Project name CROSSWINDS EAST CONDOS - PHASE I County MACOMB

City/Township/Village CLINTON Section No. 20

Type of Development

Subdivision Mobile Home Park

Apartment Complex Other CONDOMINIUMS

Trailer-Office
286-3965

2. Name of Owner BERNARD GLIEBERMAN Phone No. 286-5891

Address 39317 HEATHERHEATH, MOUNT CLEMENS MI. 4804

Owner's Representative _____ Phone No. _____

3. Date Service is Wanted _____

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

5. Cable poles on property YES NO

6. Joint easements required YES NO

a. Name of other utilities MICHIGAN BELL

b. Other utility engineer names, addresses, phone numbers: FRANK LAUHOFF, 465-7757

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

Lot No. _____

8. Additional information or comments: _____

NOTE: Trenching letter attached will be submitted later.

Signed Ronald E. Page
SERVICE PLANNING DEPARTMENT

Address 138 MDHQ Phone 69417

RECORDED RIGHT OF WAY NO.

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 3247 PAGE 301

LIBER 3247 PAGE 300

LIBER 3247 PAGE 302

TRANSFORMER SPECS. _____
 PEDESTAL SPEC. - R13
 NO. OF PEDESTALS _____

- CODE -

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (DEAD FRONT TYPE)
- ⊡ UDT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ UDT (SWITCHING-LIVE FRONT TYPE)
- ← DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- ▲ SECONDARY TERMINAL
- ⊙ CABLE POLE
- ⊞ PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE-ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

CABLE SUMMARY

ITEM#	13.2 KV	713-1450-1455
ITEM#	AP2-350M & 1-4/0 600 V.	713-0637-2005-1771
ITEM#	AP2-2/0 & 1-#1 600 V.	713-0614-

TRENCH SUMMARY

JOINT USE	1065'
D. E. ONLY	34'
TEL ONLY	244'
TOTAL	219'

SITE SUPT. A. GLIBBERMAN
 PHONE NO. 284-2891

- GENERAL NOTES -

TRENCHING TO BE DONE BY _____
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-1-2389 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-2-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
 SEE DRAWING UI-4-2283 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'S ONLY).
 D.E. SERVICE PLANNER: ROY PAGELS 284-9417
 TEL. CO.: FRANK LAUNOFF 465-7757

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

PERMITS REQUIRED

NOTIFICATION, CLINTON TOWNSHIP
 MACOMB COUNTY ROAD COMMISSION

TRANSFORMER DATA

UDT NO.	SIZE	ED STR. NO.
A 1097-1	100	661-1153
B 1098-1	100	661-1153
2		
3		

TIME BLOCK

NO.	DATE	BY
1	10-15-79	ED BARRHEN
2	10-23-79	ROY PAGELS
3	10-23-79	FRANK LAUNOFF

RECORDED RIGHT OF WAY
33386

YARMOUTH COMMONS

REVISION	DATE	BY	DESCRIPTION
AS INSTALLED			
IN FIELD			

DRAWN BY	ED BARRHEN	DATE	10-15-79
CHECKED BY	ROY PAGELS	DATE	10-23-79
APPROVED BY	FRANK LAUNOFF	DATE	10-23-79

PROJECT	CROSSWINDS EAST
PHASE	PHASE I
LOCATION	PART OF SECTION 10 T. 2N., R. 15 E.

SCALE	1" = 50'
NUMBER OF UNITS	46
WORK ORDER NUMBER	367B9J677
DISTRIBUTION CIRCUIT	8413 MACOMB 13.2KV
DEPT. ORDER NUMBER	79A-73607
SHEET	1 OF 1

R33386

RECORDED RIGHT OF WAY NO. 33386 -