

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 27<sup>th</sup> day of MAY, 1976, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as COLONIAL ACRES COOPERATIVE - Phase III, on land in the Township of Lyon, County of Oakland, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

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

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

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

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

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

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

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS  
1980 SEP 12 PM 2:30  
ALLEN

15.00  
900

33458

1-7  
19

30400 TELEGRAPH ROAD, 272 OAKDH  
BIRMINGHAM, MICHIGAN 48010

30400 TELEGRAPH ROAD

BIRMINGHAM, MICHIGAN

30400 TELEGRAPH ROAD  
BIRMINGHAM, MICHIGAN

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

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

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

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

In the Presence of:

Mary Ann Misiak  
MARY ANN MISIAK

Irene C. Kata  
IRENE C. KATA

Marsha Pavelka  
MARSHA PAVELKA

Dolores Ziegler  
DOLORES ZIEGLER

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

Lillian J. H. Carroll  
LILLIAN J. H. CARROLL, ASST. 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 DEPT. 33458 6-7-76

SEARCHED  
SERIALIZED  
INDEXED  
FILED  
JUN 10 1976  
FBI - DETROIT

824 2000

1950

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

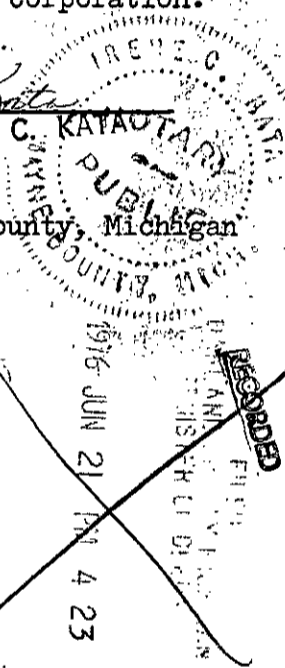
STATE OF MICHIGAN ) LIBER 7858 PAGE 27

SS )  
COUNTY OF WAYNE )

On this 9th day of June, 19 76, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, RE & R/W Dept. and Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of 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 Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: April 12, 1980

Irene C. Kavaotari  
Notary Public IRENE C. KAVAOOTARI  
Wayne County, Michigan



STATE OF MICHIGAN )

SS )  
COUNTY OF OAKLAND )

On this 16th day of June, 19 76, 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: \_\_\_\_\_

Marsha Pavelka  
Notary Public

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

MARSHA PAVELKA  
Notary Public, Oakland County, Michigan  
My Commission Expires April 17, 1979

RECORDED RIGHT OF WAY NO. 33458

LIBRARY OF THE DETROIT EDISON COMPANY

APR 17 1939

APR 17 1939

APR 17 1939

MARSHA PAVELKA  
Notary Public, Oakland County, Michigan  
My Commission Expires April 17, 1939

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

COLONIAL ACR DEVELOPMENT COMPANY  
A Michigan Limited Co-Partnership  
61725 Eleven Mile Road  
South Lyon, Michigan 48178

WITNESSES: LIBER 7858 PAGE 28

Edward Tompkins  
EDWARD TOMPKINS  
Carl P. Pickett  
CARL P. PICKETT

James W. Pelky  
James W. Pelky, General Partner  
William S. Munger  
William S. Munger, General Partner

STATE OF MICHIGAN )  
                                  ) SS:  
COUNTY OF OAKLAND)

On this 27<sup>th</sup> day of May 1976, before me a Notary Public in and for said County, personally appeared James W. Pelky and William S. Munger to me personally known, who being by me duly sworn, did each for himself say that each are General Partners of Colonial Acres Development Company, a Michigan Limited Co-Partnership and that they executed the within instrument under power and authority granted them specifically by the terms of said Limited Partnership Agreement of which they are General Partners and that in so doing they acknowledged the same to be their free act and deed and the free act and deed of said limited partnership.

My Commission Expires: 4-30-80

Susan P. Colden  
Susan P. Colden  
Notary Public, Oakland County, Michigan

COLONIAL ACRES COOPERATIVES PHASE III, INC.  
A Michigan Non-Profit Corporation  
61725 Eleven Mile Road  
South Lyon, Michigan 48178

Edward Tompkins  
EDWARD TOMPKINS  
Carl P. Pickett  
CARL P. PICKETT

James W. Pelky  
James W. Pelky, President & Special Member  
William S. Munger  
William S. Munger, Sec-Tres. & Special Member

STATE OF MICHIGAN )  
                                  ) SS:  
COUNTY OF OAKLAND)

On this 27<sup>th</sup> day of May 1976, before me a Notary Public in and for said County, personally appeared James W. Pelky and William S. Munger, to me personally known, who being by me duly sworn, did each for himself say that they are respectively the President and Special Member and Secretary-Treasurer and Special Member of Colonial Acres Cooperatives Phase III, Inc., the corporation named in and which executed the within instrument, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said James W. Pelky and William S. Munger acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires: 4-30-80

Susan P. Colden  
Susan P. Colden  
Notary Public, Oakland County, Michigan

APPENDIX "A"

Part of the N.E. 1/4 of Section 19, Township 1 North, Range 7 East, Lyon Township, Oakland County, Michigan, described as commencing at the East 1/4 corner of said Section 19, Township 1 North, Range 7 East, thence North 89°26'11" West 1297.28'; thence North 45°59'18" West 38.46', thence North 00°39'23" East 730.31' to the point of beginning, thence North 00°39'23" East 615.08', thence South 89°26'11" East 300.00', thence South 08°34'13" East 283.70', thence South 89°26'11" East 310.00', thence North 10°47'39" East 281.06', thence South 89°21'19" East 620.00' to the North and South Section Line of said Section 19 (Centerline Pontiac Trail); thence South 00°38'41" West 664.66' along the North and South Section Line of said Section 19 (Centerline Pontiac Trail); thence North 89°26'11" West 665.42 feet; thence North 31.07'; thence North 89°26'11" West 659.32' to the point of beginning containing 16.85 acres, more or less.

PREPARED BY: John N. Waterloo  
30400 Telegraph - 272  
Birmingham, Michigan 48010

RECORDED  
INDEXED  
7 MO. 33458

John N. Waterloo  
John N. Waterloo  
G.D. SON

10-10-77

NOV 10 1977

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



APPLICATION FOR U.R.D. EASEMENTS

TO: J. WATER LOW, Supervisor Date 4-26-76

Real Estate and Rights of Way Dept., PAK District Application No. \_\_\_\_\_

For RE & RW Dept. Use - DE-BEL No. CE-6-18

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

INFORMATION:

PHASE III

(1) Project name: COLONIAL ACRES COOPERATIVE County: OAKLAND

City/Township/Village: SOUTH LYON Section No. PT OF NE 1/4 SECT 19

(2) Name of developer: CENTAUR CONST. CO - JAMES PELKY

Address: 61725 ELEVEN MILE RD Phone No. 437-1159; 437 9783

(3) Date service is wanted 6-29-76

(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: MICH BELL - ANN ARBOR

(b) Other utility engineer names and phone numbers: M.B.T. NORM RICKELMAN  
550 S. MAPLE ANN ARBOR - 994-8721

(7) Part of subdivision is fed from overhead service Yes  No

Lot No. \_\_\_\_\_

(8) Additional information or comments: This easement is required  
early to cover part of service to phase II

NOTE: Trenching letter attached  OR, will be submitted later

Signed: P. Carter for W.W.  
(Service Planning Department)

Received, RE & RW Dept. on: 5-4-76

RECORDED RIGHT OF WAY NO.

3345

Detroit  
Edison

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

Pontiac 645-4378

May 10, 1976

Centaur Construction Company  
61725 Eleven Mile Road  
South Lyon, Michigan 48178

Gentlemen:

Re: COLONIAL ACRES COOPERATIVE - Phase III

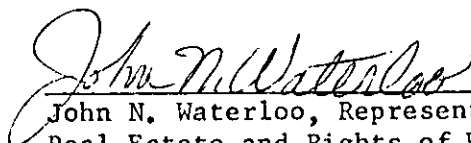
Enclosed is the original and two copies of the Agreement-Easement Restrictions for the above described project. Please have the original and one copy executed and returned to us. We will have the agreement executed by Bell and Edison and return a fully executed copy to you. The third copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, 30400 Telegraph Road, Birmingham, Michigan, 48010.

Sincerely,

  
John N. Waterloo, Representative  
Real Estate and Rights of Way

JNW/ls  
Enclosures

RECORDED RIGHT OF WAY NO. 33458

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

**AGREEMENT**, made this 1 day of April, 1980, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Contractors, Inc., with offices at 25353 Franklin Terrace, South Lyon, Michigan hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 3 ~~lots~~ lots/buildings numbered 38, 39 & 40 Potomac Drive in the development known as Colonial Acres (hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, Lyon Township, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63818 dated \_\_\_\_\_, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

RECORDED  
INDEXED  
OCT 11 1980  
33458

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 1,288.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

5. The Developer will provide to the Company, easements six feet (6') in width or larger widths if required due to field conditions, 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 Developer agrees that where sewer lines parallel electric and communication lines, sewer taps shall be extended into each lot for a distance of one (1) foot beyond the easement limits.

7. 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.

8. 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.

9. 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 Company 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 final grade. 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 25, 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.

10. If the Company, in its sole judgement, 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.

11. 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.

12. 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 supercede the affected terms and provisions hereof.

13. 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.

14. 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.

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

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

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Centaur Contractors, Inc.

25353 Franklin Terrace

South Lyon, Michigan 48178

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.

16. This Agreement supercedes 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 Edward A. Hansen  
Edward A. Hansen

Its Assistant Director of Service Planning

**DEVELOPER** Centaur Contractors, Inc.

By James K. Pelky  
James K. Pelky

Its Owner

**ATTACHMENT C**

**SCHEDULE OF REFUNDS**

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

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

**COMPUTATION OF NON-REFUNDABLE CONTRIBUTION**

(a)	Single Home Subdivisions		
	_____ front lot feet x \$1.75 per front lot foot =	\$	<u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	_____ 520 _____ trench feet x \$1.90 per trench foot =	\$	<u>988.00</u>
	_____ 75 _____ KVA of installed transformer capacity x \$4.00	\$	<u>300.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	<b>TOTAL</b>	\$	<u>1,288.00</u>

ATTACHMENT D

AGREEMENT NUMBER C180J063

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

Estimated Direct Construction Cost . . . . .	\$ 1,560.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ 12,000.00
(\$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 . . . . .	\$ -0-
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ 1,288.00
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ 1,288.00</b>





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

DATE: April 1, 1980

Gentaur Contractors, Inc.

25353 Franklin Terrace

South Lyons, Michigan 48178

RE: Colonial Acres - Buildings 38, 39 & 40

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,

SERVICE PLANNER

4-3-80

DATE

OK: dp

### CERTIFICATE

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-63818 for this development is in my/our possession and will be used for this purpose.

Name

Title

Name

Title

Date

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

**AGREEMENT**, made this 18 day of April, 19 79, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Construction, with offices at 25213 Potomac, South Lyon, Michigan 48178 hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 6 lots/buildings numbered 26, 27, 28, 29, 30 & 31 in the development known as Colonial Acres VII

(hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, Lyon Township, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # 77A-64609 dated January 31, 1979, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

**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.

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 4,448.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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

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 23, 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**

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Mr. James Pelky

25213 Potomac

South Lyon, Michigan 48176

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

**THE DETROIT EDISON COMPANY**

By Leonard P. Lucas  
Leonard P. Lucas,

Its Director, Service Planning

**DEVELOPER Centaur Construction**

By James Pelky  
James Pelky

Its President

RECORDED RIGHT OF WAY NO. 33458

**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		
		<u>1,920</u> trench feet x \$1.90 per trench foot =	\$ <u>3,648.00</u>
		<u>200</u> KVA of installed transformer capacity x \$4.00	\$ <u>800.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-0-</u>
		<b>TOTAL</b>	\$ <u>4,448.00</u>

**ATTACHMENT D**

**AGREEMENT NUMBER** C279J437

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

Estimated Direct Construction Cost . . . . .	\$ <u>6,791.00</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>24,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>4,448.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>4,448.00</u></b>

**Detroit Edison**

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

**DATE:** April 18, 1979

Centaur Construction  
25213 Potomac Drive  
South Lyon, Michigan 48178

**RE:** Colonial Acres VII (Buildings 26, 27, 28, 29, 30 & 31)

**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,  
  
Service Planner

CWKdp

4-25-79  
Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. 77A-64609 for this development is in my/our possession and will be used for this purpose.

**RECEIVED**  
**APR 25 1979**  
CENTAUR  
CONTRACTORS,  
INC.  
DE FORM PL 110 9-74 CS

Name   
Title  
Name  
Title  
Date



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

**AGREEMENT**, made this 21 day of June, 1978, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Contractors, Inc., with offices at 25213 Potomac, South Lyon, Michigan hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 2 lots/buildings numbered 23 & 24 - 25201 & 25237 Franklin Terrace in the development known as Colonial Acres (hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, Lyon Township, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-64040 dated January 23, 1978, 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.

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 57.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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

RECORDED RIGHT OF WAY NO. 33458

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 July 13, 1978, the Developer will deliver to the Company an executed Certificate of Grade certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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

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

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

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

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Centaur Contractors, Inc.

25213 Potomac

South Lyon, Michigan 48178

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

**THE DETROIT EDISON COMPANY**

By Leonard P. Lucas  
Leonard P. Lucas

Its Director, Service Planning

**DEVELOPER Centaur Contractors, Inc.**

By James Pelky  
James Pelky

Its President

**ATTACHMENT C****SCHEDULE OF REFUNDS**

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

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

**COMPUTATION OF NON-REFUNDABLE CONTRIBUTION**

(a)	Single Home Subdivisions		
		_____ front lot feet x \$1.75 per front lot foot =	\$ <u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
		<u>30</u> trench feet x \$1.90 per trench foot =	\$ <u>57.00</u>
		<u>-0-</u> KVA of installed transformer capacity x \$4.00	\$ <u>-0-</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-0-</u>
		<b>TOTAL</b>	\$ <u>57.00</u>

ATTACHMENT D

AGREEMENT NUMBER C278J826

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

Estimated Direct Construction Cost . . . . .	\$ <u>90.00</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>4000.00</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>NONE</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>57.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>57.00</u></b>



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

Date: April 4, 1977

Mr. James Pelky

25213 Potomac Drive

South Lyon, MI 48176

Re: Bldgs. 36 & 37 Colonial Acres

25227 & 25259 Potomac Drive, South Lyon, MI

The Detroit Edison Company will provide underground electric service to the above stated location pursuant to its rules and rates as currently filed with the Michigan Public Service Commission. It should be noted that these rules and charges are subject to change on the order of the Michigan Public Service Commission. Should such a change take place, this instrument is voided and a new instrument will be required to conform with the rules then in effect. These rules establish the following terms and conditions.

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 March 30, 1977.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 1159.50 based on 550 500 trench feet ~~XX~~ and 50 KVA (nameplate) of transformer capacity.

Extra charges in addition to the above will be made if it is necessary to bore under roads or other paved areas and for trenching in water conditions, rocks, rubble or when other practical difficulties in trenching exist.

A winter construction charge of \$ 1.00 per linear foot of trench will be assessed for all trenching you require from December 15 through March 31.

Pursuant to establishing a field construction start 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 grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for May 15, 1977, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 1159.50 as non-refundable Contribution in Aid of Construction for the above charges.

Mr. James Pelky

Date April 4, 1977

If for any reason, beyond the control of the Utility, the construction start date indicated above is changed, charges will be adjusted to reflect conditions that exist at the time construction is actually started.

Service laterals necessary to link the above distribution system with individual meters will be billed after their installation and are not part of this agreement.

Installations of main feeder lines that are not covered under the mandatory underground provisions of the Michigan Public Service Commission Rules will be undergrounded only under the terms of a separate agreement.

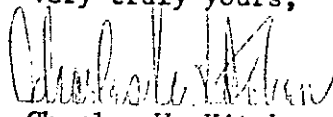
Extensions of electric distribution facilities to vacant lots or to building sites not ready for service will require refundable construction deposits that will be negotiated in a separate agreement.

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.

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.

Please sign one of the enclosed copies and return to me. You may retain the carbon copy for your file.

Very truly yours,



Charles W. Kitchen  
Service Planner

ACCEPTED:

Name James W. Pelky

Title President

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Enc: Grading certificate



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

**AGREEMENT**, made this 14<sup>th</sup> day of October, 1977, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Construction with offices at 25213 Potomac, South Lyon, Michigan hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to 2 ~~lots~~/buildings numbered Bldgs. 32 & 33 (25226-25260 Potomac Drive) in the development known as Colonial Acres Co-operative (hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, Lyon Township - Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63599 dated June 25, 1977, 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.

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 1,274.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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

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 \_\_\_\_\_, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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

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

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

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

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Mr. James Pelky

25213 Potomac

South Lyon, Michigan 48178

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

**THE DETROIT EDISON COMPANY**

By Leonard P. Lucas  
Leonard P. Lucas  
Its Director, Service Planning

**DEVELOPER Centaur Construction**

By James Pelky  
James Pelky  
Its President

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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		
	_____ front lot feet x \$1.75 per front lot foot =	\$	<u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>460</u> trench feet x \$1.90 per trench foot =	\$	<u>874.00</u>
	<u>100</u> KVA of installed transformer capacity x \$4.00	\$	<u>400.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>-0-</u>
	<b>TOTAL</b>	\$	<u>1,274.00</u>

RECORDED RIGHT OF WAY NO. 33458

**ATTACHMENT D**

**AGREEMENT NUMBER** C477J499

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

Estimated Direct Construction Cost . . . . .	\$ <u>1,380.00</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>8,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>1,274.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>1,274.00</u></b>

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

**AGREEMENT**, made this 9<sup>th</sup> day of November, 19 77, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Construction, with offices at 25213 Potomac, South Lyon, Michigan hereinafter called the "Developer".

**WHEREAS**, the Developer desires the Company to furnish a 120/240 volt secondary service to One ~~lots~~/buildings numbered Building No. 34 in the development known as Colonial Acres (hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, Lyon Township, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-63598 dated November 1, 1977, 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.

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2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 19.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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



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 , 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**

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Centaur Construction

25213 Potomac

South Lyon, Michigan 48178

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.


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

**THE DETROIT EDISON COMPANY**

By   
Leonard P. Lucas

Its Director, Service Planning

**DEVELOPER Centaur Construction**

By   
James Pelky

Its President ✓

**ATTACHMENT C**

**SCHEDULE OF REFUNDS**

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

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

**COMPUTATION OF NON-REFUNDABLE CONTRIBUTION**

(a)	Single Home Subdivisions		
	_____ front lot feet x \$1.75 per front lot foot =	\$	<u>    -0-    </u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>    10    </u> trench feet x \$1.90 per trench foot =	\$	<u>    19.00    </u>
	_____ KVA of installed transformer capacity x \$4.00	\$	<u>    -0-    </u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	<u>    -0-    </u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	<u>    -0-    </u>
	<b>TOTAL</b>	\$	<u>    19.00    </u>

ATTACHMENT D

AGREEMENT NUMBER C377J283

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

Estimated Direct Construction Cost . . . . .	\$	<u>30.00</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>4,000.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)		
Refundable Line Extension Advance . . . . .	\$	<u>-0-</u>
(See Schedule of Refunds - Attachment C)		
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$	<u>19.00</u>
<b>TOTAL PAYMENT REQUIRED \$</b>		<u><b>19.00</b></u>

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

AGREEMENT, made this 21 day of September, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Centaur Contractors, Inc., with offices at 25213 Potomac, South Lyon, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 4 lots/buildings numbered 20, 21, 22 & 25 in the development known as Colonial Acres (hereinafter called the "Development") located in Township 1N, Range 7E, Section 19, City of South Lyon, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-64041 dated January 23, 1978, 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.

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 3,540.00. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution, in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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

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 October 12, 1978, the Developer will deliver to the Company an executed Certificate of Grade certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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

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

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

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

30400 Telegraph Road

Birmingham, Michigan, 48010

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

Centaur Contractors, Inc.

25213 Potomac

South Lyon, Michigan 48178

Either party may at any time change the title or address to which notices to it are to be mailed or delivered by giving written notice of such change to the other party.

15. This Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives pertaining to the subject matter hereof, and constitutes the sole and entire agreement between the parties hereto.

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

**THE DETROIT EDISON COMPANY**

By Leonard P. Lucas  
Leonard P. Lucas

Its Director, Service Planning

**DEVELOPER Centaur Contractors, Inc.**

By James Pelky  
James Pelky

Its President



**ATTACHMENT C**

**SCHEDULE OF REFUNDS**

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

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

**COMPUTATION OF NON-REFUNDABLE CONTRIBUTION**

(a)	Single Home Subdivisions		
		_____ front lot feet x \$1.75 per front lot foot =	\$ <u>-0-</u>
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
		<u>1,600</u> trench feet x \$1.90 per trench foot =	\$ <u>3,040.00</u>
		<u>125</u> KVA of installed transformer capacity x \$4.00	\$ <u>500.00</u>
(c)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to		\$ <u>-0-</u>
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ <u>-0-</u>
		<b>TOTAL</b>	\$ <u>3,540.00</u>

ATTACHMENT D

AGREEMENT NUMBER C378J046

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

Estimated Direct Construction Cost . . . . .	\$ 4,800.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ 4,000.00
(\$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 . . . . .	\$ -0-
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ 3,540.00
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ 3,540.00</b>

RECORDED RIGHT OF WAY NO. 33458



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

DATE: September 21, 1978

Centaur Contractors, Inc.  
25213 Potomac  
South Lyon, Michigan 48178

RE: Buildings 20, 21, 22 & 25 Colonial Acres

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,

Charles K. Kibben  
Service Planner

Sept. 21, 1978  
Date

CK:dp

RECORDED RIGHT OF WAY NO. 3345-8

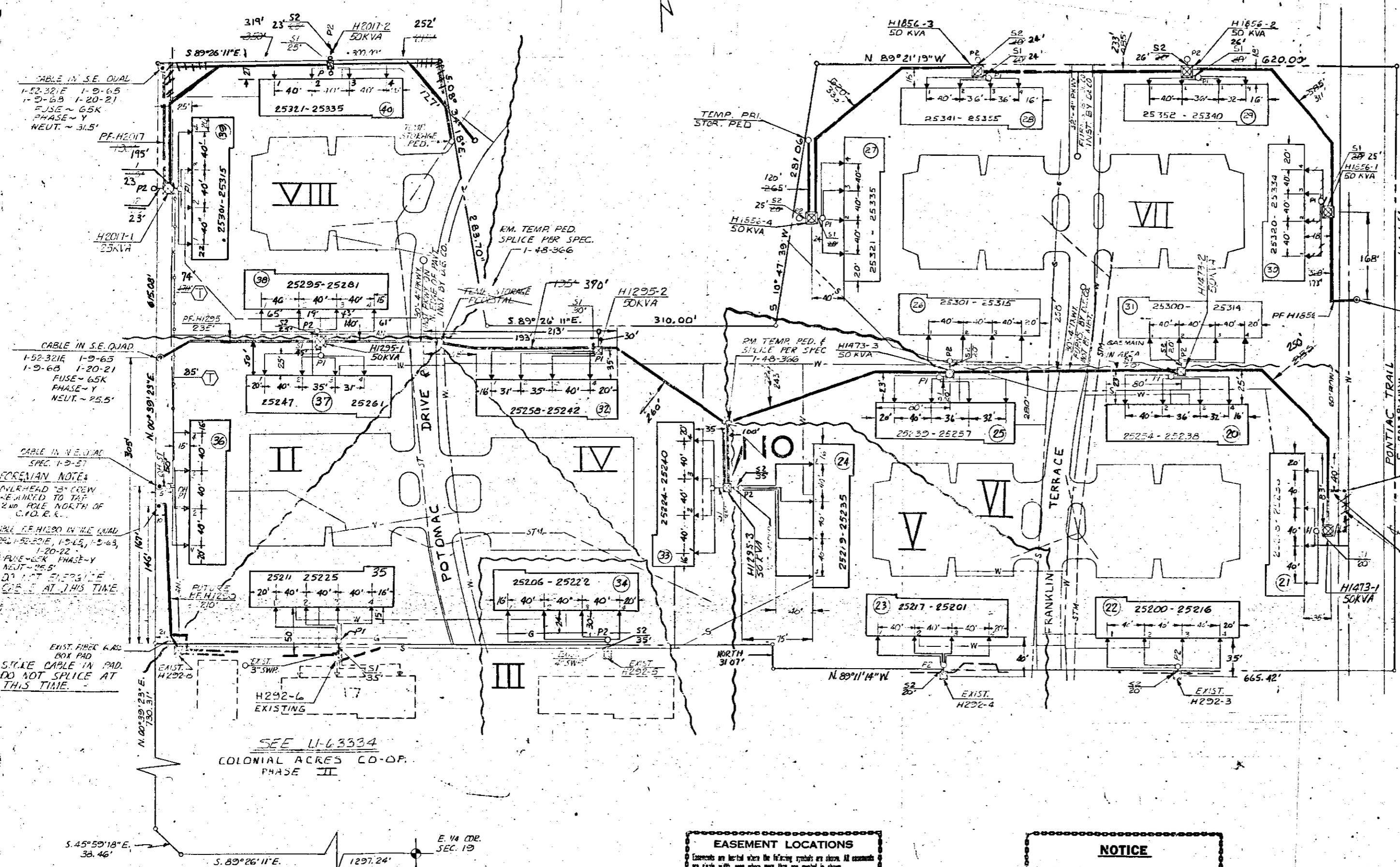
C-E-R-T-I-F-I-C-A-T-E

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-64041 for this development is in my/our possession and will be used for this purpose.

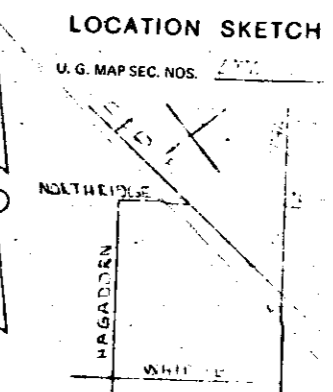
Name James R. Kelly  
Title \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

NORTH ARROW



TRANSFORMER DATA

STEP	U.D.T. NO.	SIZE	ED. STK. NO.
STEP II	H1856-1	50 KVA	
STEP II	H1856-2	50 KVA	
STEP VI	H1473-1	50 KVA	
STEP VI	H1856-3	50 KVA	
STEP VII	H1856-4	50 KVA	
STEP VII	H1856-5	50 KVA	
STEP VII	H1856-6	50 KVA	



- TRANSFORMER SPECS. 1-22-71
- PEDESTAL SPEC. R13
- NO. OF PEDESTALS
- NO. OF TRANSFORMERS
- NO. OF CABLE POLES
- NO. OF TRENCHES
- NO. OF JOINTS
- NO. OF TEL. ONLY
- NO. OF TOTAL
- CODE —
- TEMPORARY SECONDARY PEDESTAL
  - DT (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 IN S.E. QUAD  
1-52-321E 1-9-65  
1-9-68 1-20-21  
FUSE-65K  
PHASE-Y  
NEUT.-31.5'

CABLE IN N.W. QUAD  
1-52-321E 1-9-65  
1-9-68 1-20-21  
FUSE-65K  
PHASE-X  
NEUT.-31.5'

CABLE IN N.W. QUAD  
1-52-321E 1-9-65  
1-9-68 1-20-21  
FUSE-65K  
PHASE-Y  
NEUT.-26.5'

CABLE SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	#2AEC X 1 13.2 KV	713	30.00	21390.00
2	AP2-350M & 1-1/2" 600 V.	713	0.50	356.50
3	AP2-210 & 1-1/2" 600 V.	713	0.614	438.00

TRENCH SUMMARY

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	JOINT USE	23	0.00	0.00
2	D. E. ONLY	0	0.00	0.00
3	TEL. ONLY	0	0.00	0.00
4	TOTAL	23	0.00	0.00

ROSEMAN NOTES  
OVERHEAD 25' CREW  
REACHED TO THE  
2ND POLE NORTH OF  
C.I.O.R.E.

WALL OF H1856 IN THE QUAD  
WALL H1856-1, 1-9-65, 1-9-68,  
1-20-21  
FUSE-65K PHASE-Y  
NEUT.-26.5'  
DIP NOT ENERGIZABLE  
C.C.S.E. AT THIS TIME

EXIST. FIBER CABLE  
BOX PAD  
STAKE CABLE IN PAD.  
DO NOT SPLICE AT  
THIS TIME.

SEE U-63334  
COLONIAL ACRES CO-OP.  
PHASE III

EASEMENT LOCATIONS

SYMBOL	DESCRIPTION
—	Buried Primary Cable
- - -	Buried Secondary Cable
- · - · -	Buried Secondary Service Cable
○	Telephone Trench Only
— G —	Gas
- - -	Proposed Conduit

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.

STEP	D.O.#	W.O.#	# OF UNITS	START DATE
STEP I	4-6494A	367B4JG91	8	2-20-77
STEP II	4-6357B	367B4J79A	16	6-27-77
STEP III	4-6359B	367B4J845	8	7-7-77
STEP IV	4-6352D	367B4J083	16	1-7-77
STEP V	77A-6404D	367B4J207	16	7-13-78
STEP VI	77A-64011	367B4J346	24	10-12-78
STEP VII	77A-64008	367B4J612	48	4-23-79
STEP VIII	30A-63310	367B4J088	24	4-25-80

SITE SUPT. J. TRACY JR.  
PHONE NO. 1-481-2121

GENERAL NOTES

TRENCHING TO BE DONE BY MISS DIG.  
TRENCH AND CABLE LENGTHS ARE APPROXIMATE.  
SEE DRAWING U-12369 FOR TRANS. MAT. DETAILS.  
SEE PAGE 32-11 (S.I.M.) DETAIL "L" FOR ENTRANCE POINT DETAILS (APTS. ONLY).  
SEE DRAWING U-42263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUBS. ONLY).  
D.E. SERVICE PLANNER: W. K. HENRY  
TEL. CO. 221-2111  
395 2D JACK KATLINA - 21 E. 30th St. 48202

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

NOTIFICATION IN CITY PERMITS REQUIRED  
CITY OF SOUTH LYON

STEP VIII  
AS INSTALLED  
START 4-30-80  
FINISH 5-5-80  
NOTES & MEAS. BY KNIGHT

REVISION	DATE	BY	DESCRIPTION
A	11-7-77	ROZMAN	ADDED STEP II
B	11-7-77	ROZMAN	ADDED STEP III & IV
C	11-7-77	ROZMAN	ADDED STEP I
D	11-7-77	ROZMAN	ADDED STEP VI
E	11-7-77	ROZMAN	ADDED STEP VII
F	11-7-77	ROZMAN	ADDED STEP VIII

REFERENCE: U-63334, UED-LYN-7 SHT. 2 of 2

NO.	DATE	BY	DESCRIPTION
1	11-7-77	ROZMAN	DRAWN
2	11-7-77	ROZMAN	CHECKED
3	11-7-77	ROZMAN	APPROVED

THE DETROIT EDISON COMPANY  
SERVICE PLANNING DEPARTMENT  
SCALE: 1" = 50'  
NUMBER OF UNITS: 25 UNITS  
WORK ON: 100  
LATEST REVISION: H  
DISTRIBUTION CIRCUIT: 207  
DEPT. ORDER NUMBER: A-64948  
SHEET: 1 OF 1

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

R 33458

RECORDED RIGHT OF WAY NO. 33458