

2/10
2/2
Detroit Edison

Right of Way Agreement

March 13, 1984

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the TOWNSHIP of BLOOMFIELD Town, OAKLAND County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be 10 feet in width unless otherwise indicated and their route is described as follows:

The exact location of said easements will be shown on a drawing to be recorded within 90 days after construction.

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

ENT C 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.

2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.

3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employees or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.

4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

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

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

Witnesses:

Grantors: F.B.R. Investment, Inc.
a Michigan Corporation

Severly J. Gale
Beverly J. Gale

Laura Grandon
Laura Grandon

BY: Milton P. Rotenberg
Milton P. Rotenberg, Secretary-Treasurer

Prepared By: Walter E. Touchie
30400 Telegraph Road
Birmingham, MI
48010

Address: 30100 Telegraph - Suite 250
Birmingham, MI 48010

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

over dec 01

11.00
OFF

RECORDED RIGHT OF WAY NO. 35362

84 NOV 14 1984
CLEVELAND ALLEN COUNTY

153331

181-127 11308



181-127 11308

RECORDED RIGHT OF WAY NO.

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>J. Robertson</i>	<i>3/14/84</i>
INS. DEPT.		
LEGAL DEPT.		
RECORDS DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

J.R.S.

13

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 272 OAKDE
 BIRMINGHAM, MICHIGEN 4801C

264 O.D. 174

STATE OF MICHIGAN)
County of Oakland) SS.

On this 13th day of March, A.D. 1984,

before me, the subscriber, a notary public in and for said County, appeared Milton P. Rotenberg, to me personally known, who being by me duly sworn did say that he is the Secretary-Treasurer of F.B.R Investment, Inc., a Michigan Corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and Milton P. Rotenberg acknowledged said instrument to be the free act and deed of said corporation.

Beverly J. Gale
Beverly J. Gale
Notary Public, Macomb County, Mich.

My Commission Expires: 9-18-85

APPENDIX "A"

Part of the Northeast 1/4 of Section 2, T.2N., R.10E., Bloomfield Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S02°14'02"E 60.00 ft. along the East line of Section 2 and S87°35'32"W 732.75 ft. along the Southline of South Boulevard and S02°24'28"E 15.00 ft. and S87°35'32"W 1021.51 ft. along the South line of South Boulevard and Southerly 938.22 ft. along a curve concave to the East (Radius of 5620.58 ft., central angle of 09°33'51", long chord bears S24°02'43"E 937.13 ft.) along the Easterly line of Interstate I-75 from the Northeast Corner of Section 2, T.2N., R.10E.; thence N68°17'22"E 125.10 ft.; thence N56°13'07"E 121.69 ft.; thence N02°52'09"W 51.66 ft.; thence N87°07'51"E 13.50 ft.; thence S02°52'09"E 121.38 ft.; thence Southerly 127.97 ft. along a curve concave to the East (Radius of 353.50 ft., central angle of 20°44'32", long chord bears S13°14'25"E 127.28 ft.); thence S63°39'05"W 189.83 ft.; thence Northerly 188.00 ft. along a curve concave to the East (Radius of 5620.58 ft., central angle of 01°54'59" long chord bears N29°47'09"W 187.99 ft.) to the point of beginning. (40,630 Square Feet --- 0.933 Acres)

ALSO

Part of the Northeast 1/4 of Section 2, T.2N., R.10E., Bloomfield Township, Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is S02°14'02"E 60.00 ft. along the East line of Section 2 and S87°35'32"W 732.75 ft. along the South line of South Boulevard and S02°24'28"E 15.00 ft. and S87°35'32"W 1021.51 ft. along the South line of South Boulevard and Southerly 1126.22 ft. along a curve concave to the East (Radius of 5620.58 ft., central angle of 11°28'50", long chord bears S25°00'14"E 1124.33 ft.) along the Easterly line of Interstate I-75 and N63°39'05"E 189.83 ft. from the Northeast Corner of Section 2, T.2N., R. 10E.; thence Northerly 127.97 ft. along a curve concave to the East (Radius of 353.50 ft., central angle of 20°44'32", long chord bears N13°14'25"W 127.28 ft.); thence N02°52'09"W 121.38 ft.; thence N87°07'51"E 87.85 ft.; thence S74°59'29"E 70.33 ft.; thence S89°34'15"E 20.00 ft.; thence S00°25'45"W 52.81 ft.; thence S15°29'27"E 80.00 ft.; thence S74°30'33"W 172.27 ft.; thence Southerly 52.79 ft along a curve concave to the East (Radius of 340.00 ft., central angle of 08°53'44", long chord bears S19°09'49"E 52.73 ft.); thence S66°23'19W 13.50 ft. to the point of beginning. (30.506 Square Feet --- 0.700 Acres)

RECORDED RIGHT OF WAY NO. 35362

9000345

A/K/A SOUTH HILLS OF BLOOMFIELD - STEP 5, PLAN No. 345
PART OF TAX PARCEL ENT 19-02-227-000

Not in file

Not in file



RECORDED COPY OF AIA NO.

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKES
BIRMINGHAM, MICHIGEN 4801C

2640. A 147

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
63-84824	23 032 04 73543	3-26-80 at 8:00 am	\$750,000.00

1. Name of Insured:

F.B.R. INVESTMENT, INC., a Michigan Corporation

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee simple in Reyst & Co., a Michigan Co-Partnership

3. The estate or interest referred to herein is at Date of Policy vested in ~~Reyst & Co.~~ Item No. 2.

4. The land herein described is encumbered by the following mortgage or trust deed, and assignments:

NONE.

and the mortgages or trust deeds, if any, shown in Schedule B hereof.

5. The land referred to in this policy is described as follows:

(SEE ATTACHED RIDER FOR DESCRIPTION OF REAL ESTATE)

Parcel Ident. 19-02-226-030

jc

RECORDED RIGHT OF WAY NO. 35362

This policy valid only if Schedule B is attached.

Policy Number 63-84824

Owners

Policy Number _____

Loan

This policy does not insure against loss or damage by reason of the following exceptions:

General Exceptions:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (3) Easements or claims of easements not shown by the public records and existing water, mineral, oil and exploitation rights.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.
- (6) Restrictions upon the use of the premises not appearing in the chain of title.

Special Exceptions: The mortgage, if any, referred to in Item 4 of Schedule A.

- (1) Land Contract Purchaser's Interest of F.B.R. Investment, Inc., a Michigan Corporation, as set forth in Affidavit Certifying to Interest in Real Property, dated March 18, 1980 and recorded March 25, 1980 in liber 7755, page 327, Oakland County Records.
- (2) Easement and restriction agreement in favor of the Detroit Edison Company and Michigan Bell Telephone Company, as set forth in liber 6075, page 1.
- (3) 1979 County Taxes: Unpaid.

RECORDED RIGHT OF WAY NO. 35362

Countersigned


Authorized Signatory

Schedule B of this Policy consists of 1 pages.

RIDER

Land in the Township of Bloomfield, Oakland County, Michigan described as:

Part of the northeast 1/4 of section 2, town 2 north, range 10 east described as: Beginning at a point distant south 02 degrees 14 minutes 02 seconds east 60.00 feet and south 87 degrees 35 minutes 32 seconds west 732.75 feet and south 2 degrees 24 minutes 28 seconds east 15.00 feet and south 87 degrees 35 minutes 32 seconds west 517.92 feet from the northeast corner of said section 2; thence south 2 degrees 24 minutes 28 seconds east 60.00 feet; thence south 27 degrees 52 minutes 41 seconds east 46.51 feet; thence south 2 degrees 24 minutes 48 seconds east 108.38 feet; thence on a curve to the right having a radius of 120.62 feet an arc distance of 90.43 feet, central angle of 42 degrees 57 minutes 11 seconds chord bearing and distance of south 64 degrees 15 minutes 59 seconds east 88.33 feet; thence south 45 degrees 18 minutes 26 seconds east 60.87 feet; thence on a curve to the left, having a radius of 246.50 feet, an arc distance of 204.62 feet, central angle of 47 degrees 33 minutes 41 seconds, chord bearing and distance of south 20 degrees 54 minutes 41 seconds west 198.80 feet; thence south 2 degrees 52 minutes 09 seconds east 235.12 feet; thence north 87 degrees 07 minutes 51 seconds east 102.00 feet; thence south 74 degrees 59 minutes 29 seconds east 70.33 feet; thence south 89 degrees 34 minutes 15 seconds east 20.00 feet; thence south 0 degrees 25 minutes 45 seconds west 52.81 feet; thence south 15 degrees 29 minutes 27 seconds east 130.00 feet; thence south 29 degrees 42 minutes 57 seconds east 130.00 feet; thence south 36 degrees 05 minutes 07 seconds east 530.00 feet; thence south 60 degrees 10 minutes 54 seconds east 195.00 feet; thence north 72 degrees 24 minutes 44 seconds east 110.00 feet; thence north 87 degrees 35 minutes 32 seconds east 20.00 feet; thence south 02 degrees 14 minutes 02 seconds east 125.00 feet; thence north 87 degrees 35 minutes 32 seconds east 135.00 feet; thence south 02 degrees 14 minutes 02 seconds east 100.00 feet; thence south 87 degrees 35 minutes 32 seconds west 135.00 feet; thence south 02 degrees 14 minutes 02 seconds east 245.00 feet; thence south 05 degrees 49 minutes 29 seconds west 105.00 feet; thence south 31 degrees 51 minutes 33 seconds west 163.54 feet; thence along the northerly line of Interstate I-75 along a curve to the right, radius 5,620.58 feet, an arc distance of 2,637.18 feet and whose chord bears north 32 degrees 42 minutes 19 seconds west a distance of 2,613.06 feet; thence north 87 degrees 35 minutes 32 seconds east 503.59 feet to the point of beginning, containing 22.21221 acres of land more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

RECORDED
RIGHT
OF WAY
NO. 35362

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

AGREEMENT, made this 19th day of March, 19 84, between The Detroit Edison Company, hereinafter called the "Company" and F.B.R. Investment, Inc., with offices at 30100 Telegraph Road, Birmingham, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a SØ 120/240 volt secondary service to Two lots/buildings numbered 7 & 8 in the development known as South Hills of Bloomfield Manor, Step V (hereinafter called the "Development") located in Township 2N, Range 10E, Section 2, Bloomfield 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 # 84A-63988 dated March 2, 1984, 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 \$ 1,418.40. 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 10 and 13 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.

RECORDED RIGHT OF WAY NO. 35362

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 15, 1984, 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.

RECORDED RIGHT OF WAY NO. 35362

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:

F.B.R. Investment, Inc.

Attn: Milton P. Rotenberg
30100 Telegraph Road

Birmingham, Michigan 48010

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 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 of Service Planning

DEVELOPER F(B.R. Investment, Inc.)

By Milton P. Rotenberg

Its Vice President & Partner

RECORDED RIGHT OF WAY NO.

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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 =	\$	_____
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	<u>536</u> trench feet x \$1.90 per trench foot =	\$	<u>1,018.40</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>
	TOTAL	\$	<u>1,418.40</u>

RECORDED RIGHT OF WAY NO. 35362

ATTACHMENT D

AGREEMENT NUMBER C184J507

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

Estimated Direct Construction Cost	\$ <u>1,608.00</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>4,500.00</u>
(\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance	\$ <u>-0-</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ <u>1,418.40</u>
TOTAL PAYMENT REQUIRED	\$ <u>1,418.40</u>

RECORDED RIGHT OF WAY NO.

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

DATE: March 19, 1984

F.B.R. Investment, Inc.

30100 Telegraph Road

Birmingham, Michigan 48010

RE: South Hills of Bloomfield Manor, Step V

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,

Matthew C. McKinley

SERVICE PLANNER

March 21, 1984

DATE

OM: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. 84A-63988 for this development is in my/our possession and will be used for this purpose.

Name

Title

Name

Title

Date

RECORDED RIGHT OF WAY NO. 35362

MEMORANDUM ORDER
FOR GENERAL USE
DL FORM 64-77 12-53

TO RECORDS CENTER

DATE 2-27-85 TIME

Please set-up R/W file for: South Hills of Bloomfield, step V - Blfd Twp.
Being a part of Northeast 1/4 of Section 2, T.2N/R10E
Oakland County, Michigan.

COPIES TO:

SIGNED

James D. McDonald / h
James D. McDonald
272 Oakland Division Hqtrs.

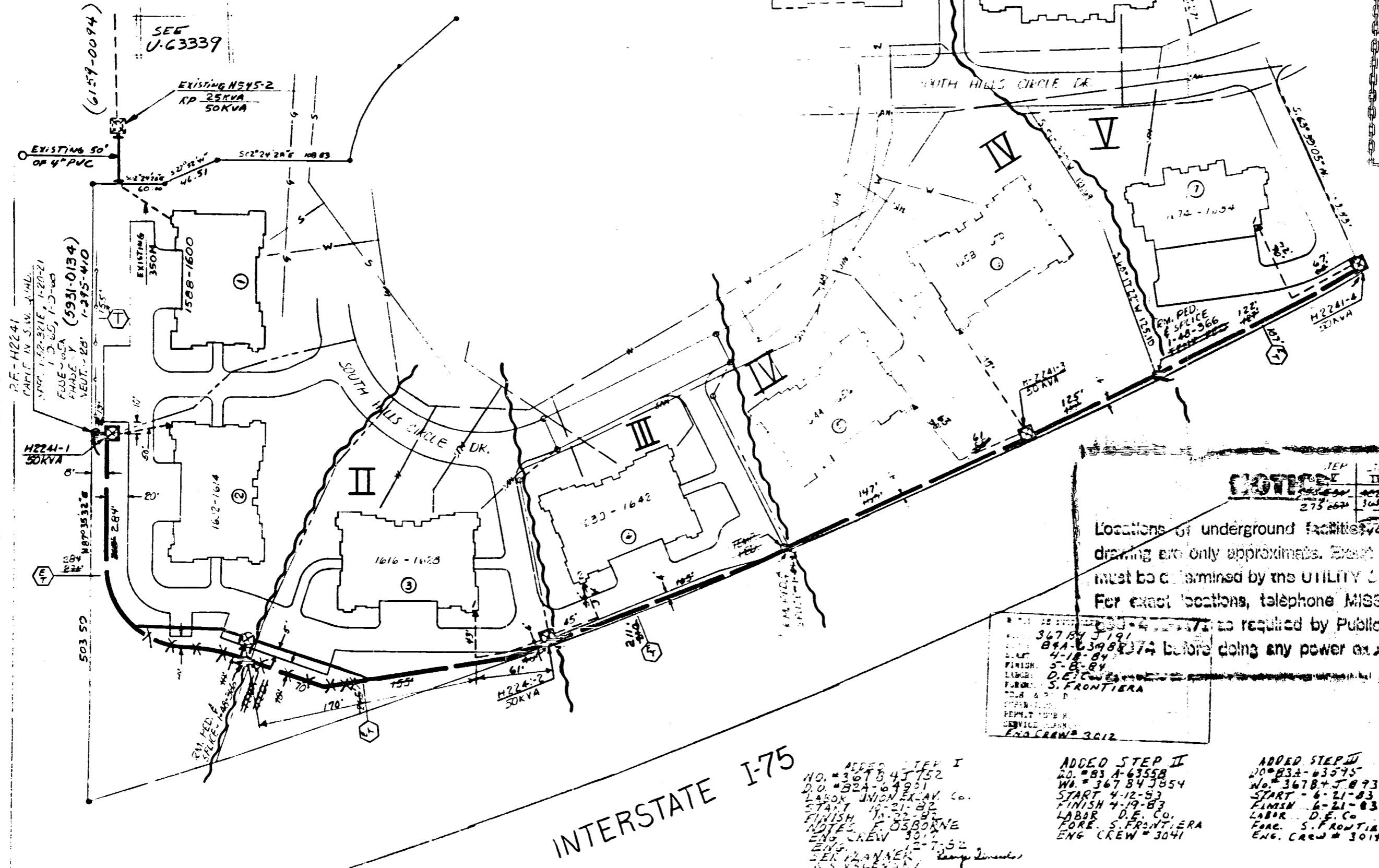
REPORT

DATE RETURNED

TIME

SIGNED

RECORDED R/W FILE NO. 25762



EASEMENT LOCATIONS

Easements are located where the following symbols are shown. They are single width, even where more than one symbol is shown.

- Buried Primary Cable
- Buried Secondary Cable
- Buried Secondary Service Cable
- Telephone Trench Only
- G Gas
- Proposed Conduit

CODE

- TEMPORARY SECONDARY PEDESTAL/TEMPORARY CABLE MARKER
- DFT (DEAD FRONT TYPE)
- UDT (NON-SWITCHING - LIVE FRONT TYPE)
- UDT (SWITCHING - LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- SECONDARY CONNECTION BOX
- 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
- G GAS
- PROPOSED CONDUIT
- SEP CORR CABINET

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 367-4191 as required by Public Act 437 of 1974 before doing any power excavating.

NO. 36784 J 191
D.O. # 324-64901
LABOR UNION EXCAV. Co.
START 12-21-82
FINISH 1-22-83
NOTES: F. OSBORNE
ENG. CREW 3012
SUPERVISOR: J. STOKK
PERMITS: J. STOKK
SERVICE: J. STOKK
ENG. CREW # 3012

CABLE SUMMARY

ITEM #	Q2ALPEC = 1132 KV	713-2082 = 31
ITEM #	AP2 300M 1140 800 V	713-0837 = 20
ITEM #	AP2 1500 800 V	713-0838 = 70

TRENCH SUMMARY

JOINT USE	220'	265'	210'
D.E. ONLY		5'	
TEL ONLY			
GAS ONLY			
OTHERS			
TOTAL	220'	270'	210'

TOTAL SITE SUPT. 220' PHONE NO. 367-0114

GENERAL NOTES

TRENCHING TO BE DONE BY DE CC

TRENCH AND CABLE LENGTHS ARE APPROXIMATE

SEE SECTION 56 UG LINE CONSTRUCTION STANDARDS FOR TRANS. MAT DETAILS

SEE PAGE 32-11 (1 M) DETAIL FOR ENTRANCE POINT DETAILS (APTS ONLY)

SEE SECTION 43 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES

TRANSFORMERS AND PEDESTALS (SUB DS ONLY)

D.E. SERVICE PLANNER: MATTHEW MANNING-445-4142

TEL CO: MARY NADOLNY

GAS CO: J. STOKK

OTHERS: Labor D.E. Co.

CONTACT 'MISS DIG' (800-462-7171) BEFORE DOING ANY EXCAVATION

EASEMENTS INDICATED BY OUR CENTERLINE ARE IN WIDTH UNLESS OTHERWISE NOTED

PERMITS REQUIRED

CITY OF: YES NO

COUNTY NOTIFICATION ONLY X

START DATE 11-22-81

ADDED STEP I
NO. 36784 J 152
D.O. # 324-64901
LABOR UNION EXCAV. Co.
START 12-21-82
FINISH 1-22-83
NOTES: F. OSBORNE
ENG. CREW 3012
SUPERVISOR: J. STOKK
PERMITS: J. STOKK
SERVICE: J. STOKK
ENG. CREW # 3012

ADDED STEP II
NO. 36784 J 355B
NO. 36784 J 355A
START 4-12-83
FINISH 4-19-83
LABOR D.E. Co.
FORE: S. FRONTIERA
ENG. CREW # 3041

ADDED STEP III
NO. 36784 J 355C
NO. 36784 J 355D
START 4-21-83
FINISH 4-21-83
LABOR D.E. Co.
FORE: S. FRONTIERA
ENG. CREW # 3014

ADDED STEP IV
NO. 36784 J 355E
NO. 36784 J 355F
START 9-14-83
FINISH 9-14-83
LABOR D.E. Co.
FORE: S. FRONTIERA
ENG. CREW # 3012

E	REVISION	D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE	NAME	DATE	JOB TITLE	THE DETROIT EDISON COMPANY SERVICE PLANNING		
	ADDUL STEP I - HDS-111 NO. 36784 J 355A NO. 36784 J 355B START DATE - 4-17-83 UNIT - 6		ADDUL STEP II - HDS-112 NO. 36784 J 355C NO. 36784 J 355D START DATE - 4-17-83 UNIT - 6		ADDUL STEP III - HDS-113 NO. 36784 J 355E NO. 36784 J 355F START DATE - 5-20-83 UNIT - 6		ADDUL STEP IV - HDS-114 NO. 36784 J 355G NO. 36784 J 355H START DATE - 4-11-83 UNIT - 6		ADDUL STEP V - HDS-115 NO. 36784 J 355I NO. 36784 J 355J START DATE - 11-25-82 UNIT - 6	URD BLM-42 U-63339	R. PIPER	10-6-81	SOUTH HILLS OF BLOOMFIELD PART OF N.E. 1/4 OF SEC 2 BLOOMFIELD TWP. OAKLAND CO. MICH.	SCALE: 1" = 50'	NUMBER OF UNITS: 6	SOCIAL ORDER NUMBER: 367842
														LATEST REVISION: E	DISTRIBUTION CIRCUIT: 8003 EUCLID 112	
														DEPT. ORDER NUMBER: BIA-64549		SHEET: 1 OF 1 SHEETS

35362

RECORDED RIGHT OF WAY NO. 35362