

Detroit Edison

Right of Way Agreement

100
P. 9

MARCH 23, 1982

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, 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, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the Village of Bingham Farms, 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 Ten (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:

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:

RECORDED RIGHT OF WAY NO. 35986

RECORDED
OAKLAND COUNTY, MICHIGAN
REGISTER OF DEEDS RECORDS
1982 APR 30 AM 11 58
Witness
LYNN D. ALLEN
CLERK-REGISTER OF DEEDS

Grantors:

~~M. Ann Adams~~

(OVER)

Prepared By: James D. McDonald
The Detroit Edison Company
30400 Telegraph Road
Birmingham, Michigan 48009

Address: 2550 Telegraph Road, Suite 100
Bloomfield Hills, Michigan 48013

5 00

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

STATE OF)
) SS:
COUNTY OF)

~~Personally came before me this _____ day of _____ 1982, M. Ann Adams, to me known to be the person who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.~~

My Commission Expires: _____

Notary Public, _____ County, Michigan

^{SON PER}
ROBERT JAMIESON CORPORATION
A Michigan Corporation
2550 Telegraph Road, Suite 100
Bloomfield Hills, Michigan 48013

Jacqueline A. Hertz
Jacqueline A. Hertz

Paul C. Robertson
Paul C. Robertson, President

Cheryl L. Pitcher
Cheryl L. Pitcher

Paul C. Robertson Jr.
Paul C. Robertson Jr., Secretary-Treasurer
EXEC. V.P.

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

On this 23rd day of March 1982, before me appeared Paul C. Robertson, President and Paul C. Robertson Jr., Secretary-Treasurer, of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary-Treasurer of said Corporation and acknowledge that they executed the foregoing instrument as such officers as the free act and deed of said Corporation of its authority.

NANCY L. LAKIN
Notary Public, Oakland County, Michigan
My Commission Expires February 8, 1986

Nancy L. Lakin

My Commission Expires: _____ Notary Public, OAKLAND County, Michigan

APPENDIX "A"

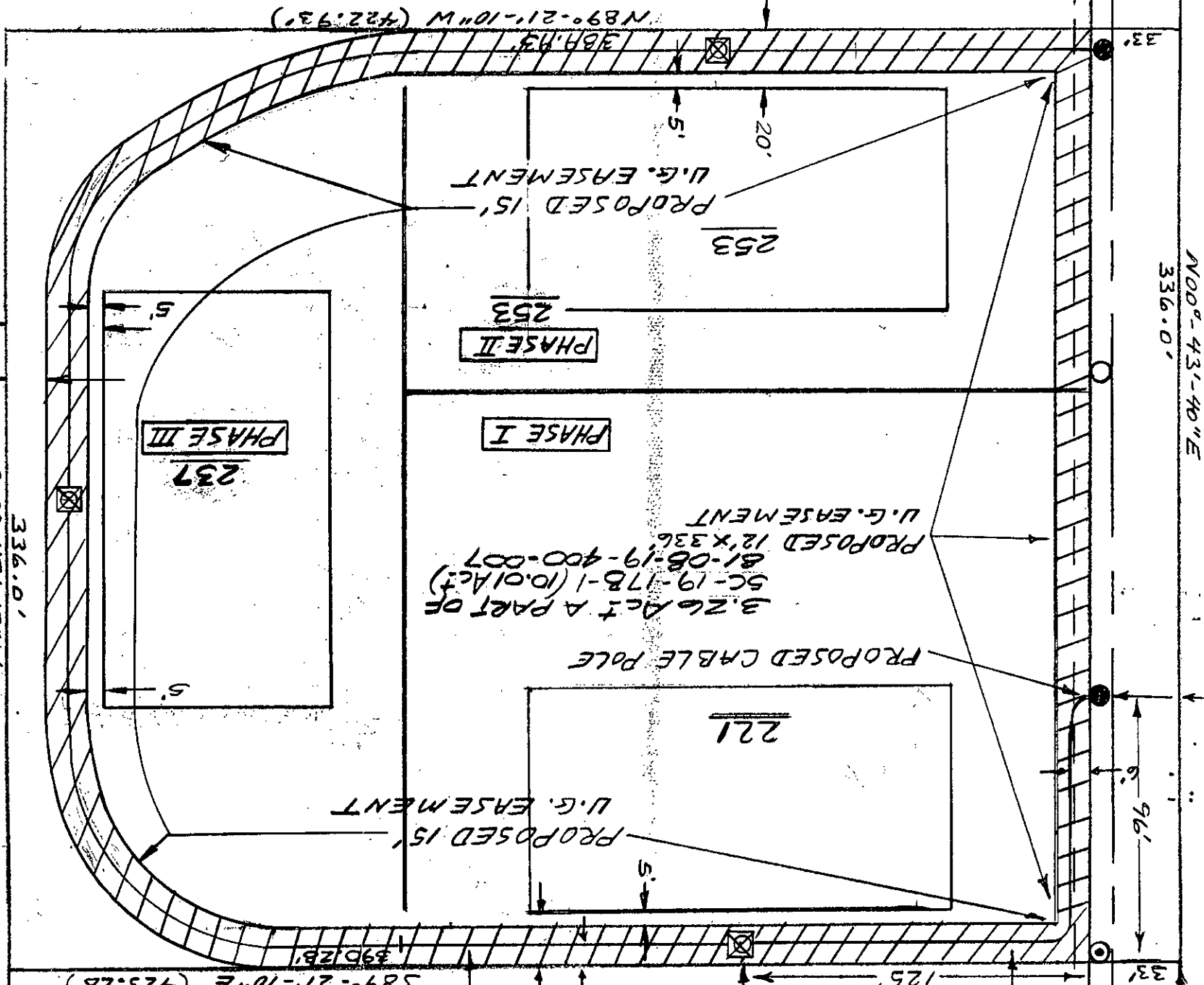
Land in the Village of Bingham Farms, County of Oakland, State of Michigan, described as: Part of the northeast 1/4 of Section 8 and the northwest 1/4 of Section 9, Town 1 North, Range 10 East, Village of Bingham Farms, Oakland County, Michigan, being further described as commencing at northwest corner of said Section 9, thence due South along the Section line 95.05 feet to the point of beginning on South right-of-way line of Thirteen Mile Road; thence along said right-of-way line South 79°25'00" East 54.80 feet; thence 194.96 feet along a curve to the left, radius 1970.00 feet, chord South 82°15'07" East 194.88 feet; thence leaving said right-of-way line, due South 111.23 feet; thence South 23°11'55" East 190.39 feet; thence South 46°28'08" East 137.93 feet; thence South 43°10'54" East 267.42 feet; thence South 10°57'15" East 315.75 feet; thence South 47°37'21" East 28.19 feet; thence South 40°25'13" West 355.96 feet; thence due West 455.00 feet to said Section line; thence along said Section line, due North 509.79 feet; thence North 89°51'00" West 130.00 feet; thence due North 723.27 feet to the South right-of-way line of Thirteen Mile Road; thence 112.26 feet along a curve to the right, radius 1850.00 feet, chord South 81°09'18" East 112.24 feet; thence South 79°25'00" East 19.43 feet to the point of beginning. Containing 15.474 acres.

RECORDED RIGHT OF WAY HO
35986

over

APPROVED		DATE
BLDG. & PROP. DEPT.		
DIV. ORG.	<i>JCH</i>	<i>4-30-82</i>
INS. DEPT.		
LEGAL DEPT.		
RE & RIW DEPT.		
SYSTEM ENG. DEPT.		
TAX DEPT.		

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



336.0' W
 500.47'-15\" W
 E 1/4 CORNER SEC. #19
 T2S-R5E
 SC10-TWP

DE. CO. TO INSTALL
 PRIMARY IN CUSTOMERS
 4\" P.V.C. CONDUIT

DE. CO. TO INSTALL
 150 KVA TRANSFORMER
 ON CUSTOMERS PAD.

CUSTOMER TO INSTALL
 4\" P.V.C. CONDUIT FOR
 FUTURE USE

INDECO INDUSTRIAL PROPERTIES
 OWNER - CHARLES WATKINS
 6040 HICKORY LANE
 DEXTER, MI. 48130
 PHONE - 426-3555

DIND DR. (66' WD.)
 1496.10'

JACKSON RD. (120' WD.)



MST. CD. FIU MEMO # A-207-5

LEGEND ○ FOREIGN POLE ○ EXIST. D.E. CO. POLE ○ PROPOSED POLE ○ EXIST. ANCHOR ○ PROPOSED ANCHOR ○ TREE 120/240 V LINE 4800 V LINE 13,200 V LINE 40,000 V LINE		THE DETROIT EDISON COMPANY - SERVICE PLANNING DEPARTMENT CITY OR TWP. SC10 COUNTY WASHINGTON QTR. & TWP. SECT. NO. NE 1/4 OF SE 1/4 #19 MAP SECT. 288 TOWN 2S RANGE 5E PROJECT NAME DENISE BEAUCHAMP - Ann Arbor CIRCUIT D.C. 9843 SPRUCE (13.2 KV) REASON EASEMENTS TO PROVIDE SERVICE TO 221 DIND PLANNER R.W. BONNEMELL SCALE 1"=50' DATE 2-15-89		DEPT. ORDER NO. R/W NO. 95-6649 PROJ. OR PART NO. O.F.W. S.O. OR P.E. NO. BUDGET ITEM NO.	
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REVISED

R.E. JOHNSON 2-15-89

DE FORM 963-1917 (PL. 1989)

170.005

11-00

170.005

RECORDED

WASHTENAW COUNTY MI

MAR 6 10 34 AM '89

ROBERT M. HARRISON
COUNTY CLERK/REGISTER

DEED
11.00
BOOK 2793 PAGE 10
MAR 6 10 34 AM '89

11-00
Ret
→

RETURN TO:
RICHARD LONGWISH
THE DETROIT EDISON COMPANY
425 S. MAIN STREET, ROOM 332
ANN ARBOR, MI 48104

STATE OF MICHIGAN

County of Oakland) SS

Leonard P. Lucas, Director-Division Engineering & Planning, of The Detroit Edison Company Detroit, Michigan, being duly sworn deposes and says:

THAT Robertson Jamieson Corporation granted an easement to the Consumers Power Company, The Detroit Edison Company and the Michigan Bell Telephone Company dated the 23rd day of March, 19 82. Said easement was recorded in the office of the Register of Deed of Oakland County, Michigan on the 30th day of April, 19 82 in Liber 8177 Page 883, and being more particularly described as: Village of Bingham Farms, County of Oakland, State of Michigan.

Land in the Village of Bingham Farms, County of Oakland, State of Michigan, described as: Part of the northeast 1/4 of Section 8 and the northwest 1/4 of Section 9, Town 1 North, Range 10 East, Village of Bingham Farms, Oakland County, Michigan, being further described as commencing at northwest corner of said Section 9, thence due South along the Section line 95.05 feet to the point of beginning on South right-of-way line of Thirteen Mile Road; thence along said right-of-way line South 79°25'00" East 54.80 ft.; thence 194.96 ft. along a curve to the left, radius 1970.00 ft., chord south 82°15'07" East 194.88 ft.; thence leaving said right-of-way line, due south 111.23 ft.; thence South 23°11'55" East 190.39 ft.; thence South 86°28'08" East 137.93 ft.; thence South 43°10'54" East 267.42 ft.; thence South 10°57'15" East 315.75 ft.; thence South 47°37'21" East 28.19 ft.; thence South 40°24'13" West 355.96 ft.; thence due West 455.00 ft. to said Section line; thence along said Section line, due North 509.79 ft.; thence North 89°51'00" West 130.00 ft.; thence due North 723.27 ft. to the south right-of-way line of Thirteen Mile Road; thence 112.26 ft. along a curve to the right, radius 1850.00 ft., chord South 81°09'18" East 112.26 ft. thence South 79°25'00" East 19.43 ft. to the poing of beginning. Containing 14.474 acres.

10/9

C ENT

Lynn D. Allen
CLERK-REGISTER OF DEEDS

86 JAN -2 14:55

RECORDED RIGHT OF WAY NO. 35986
RECORDED
DAVE ANDERSON
REGISTER OF DEEDS RECORDS

Sidwell #24-09-105-025
-101-
now known as Bingham Woods Pond.
OCCP# 298 24-09-101-000 9000798

Deponent further states that on behalf of the Consumers Power Company, The Detroit Edison Company and the Michigan Bell Telephone Company the underground easement locations, as in said grant provided, are established by a drawing dated November 3, 19 82 and attached hereto, as required in said grant. Public Act 53 of 1974 requires anyone, prior to any power excavating, to telephone Miss Dig on 1-800-482-7171 for exact location of underground equipment.

Further Deponent sayeth not.

Witness:
Omer V. Racine
Omer V. Racine
James D. McDonald
James D. McDonald

THE DETROIT EDISON COMPANY
Leonard P. Lucas (L.S.)
Leonard P. Lucas, Director
Division Engineering and Planning

STATE OF MICHIGAN
COUNTY OF OAKLAND SS

The foregoing instrument was acknowledged before me this 19th day of December, 19 85, by Leonard P. Lucas, Director Division Engineering & Planning of The Detroit Edison Company

Prepared By:
Omer V. Racine
The Detroit Edison Company
30400 Telegraph Rd., 264 ODHQ
Birmingham, MI 48010

Omer V. Racine
Notary Public, _____ County, MI
My Commission Expires: _____

DE 963-4185 7-80CS (J.R.D.)
RETURN TO
J. D. McDONALD
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 264 OAKDH
BIRMINGHAM, MICHIGAN 48010

OMER V. RACINE
Notary Public, Oakland County, MI
My Commission Expires May 21, 1986

11/02

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

AGREEMENT, made this 14th day of September, 1982, between The Detroit Edison Company, hereinafter called the "Company" and Robertson Jamieson Corporation, with offices at 2550 Telegraph, Suite 100, Bloomfield Hills, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 2 lots/buildings numbered 23900 thru 23915 Oakview Way in the development known as Bingham Woods VI

(hereinafter called the "Development") located in Township 1N, Range 10E, Section 9, Village of Bingham Farms, 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 # 82A-64864 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 RIGHT OF WAY NO. 35986

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 922.00. 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 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. 35986

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 October 6, 1982, 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:

Robertson Jamieson Corporation

2550 Telegraph Road, Suite 100

Bloomfield Hills, Michigan 48013

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 Robertson Jamieson Corp.

By Paul Robertson Jr.
Its Secretary-Treasurer E.T.C. V. D.

RECORDED RIGHT OF WAY NO.

35986

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	_____ 380 trench feet x \$1.90 per trench foot =	\$ <u>722.00</u>
	_____ 50 KVA of installed transformer capacity x \$4.00	\$ <u>200.00</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>922.00</u>

RECORDED RIGHT OF WAY NO.

35986

ATTACHMENT D

AGREEMENT NUMBER C382J968

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

Estimated Direct Construction Cost	\$ <u>1,140.00</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>922.00</u>
TOTAL PAYMENT REQUIRED	\$ <u>922.00</u>

RECORDED RIGHT OF WAY NO. 35986



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

DATE: September 14, 1982

Robertson Jamieson Corporation
2550 Telegraph Road, Suite 100
Bloomfield Hills, Michigan 48013
RE: Bingham Woods VI

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,

OM:dp

SERVICE PLANNER

DATE

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. 82A-64864 for this development is in my/our possession and will be used for this purpose.

Name *Pore C. [Signature]*

Title EXEC. V.P.

Name _____

Title _____

Date _____

RECORDED RIGHT OF WAY NO. 35986

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM NO 77 12-83

TO Ed Clark

DATE 5-11-82

TIME

Re: Underground Service - Bingham Woods - Phases 4, 5 & 6
Agreement and Easements obtained - OK to proceed with construction.

COPIES TO: file

REPORT

SIGNED Jim McDonald
Omer V. Racine, Representative
Real Estate, Rights of Way & Claims
272 Oakland Division Headquarters

RECORDED
RIGHT
OF WAY
NO
35986

DATE RETURNED

TIME

SIGNED

MEMORANDUM ORDER
FOR GENERAL USE
OF FORM NO 77 12-83

TO Records Center

DATE 1-21-86

TIME

Please set up R/W file for: Bingham Woods Condo Phase 6
Being a part of NE 1/4 of Section 8, Village of Bingham
farms Oakland County, Michigan Southfield Twp

COPIES TO

REPORT

SIGNED Omer Racine
Omer V. Racine
272 Oakland Div. Headquarters.

RECORDED
RIGHT
OF WAY
NO
35486

DATE RETURNED

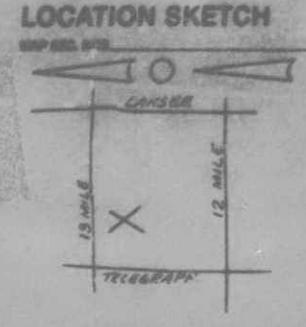
TIME

SIGNED

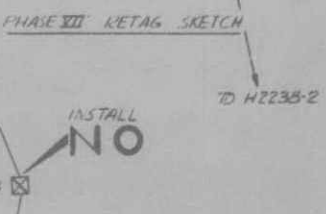
LINE 9231 PAGE 112

LINE 9231 PAGE 113

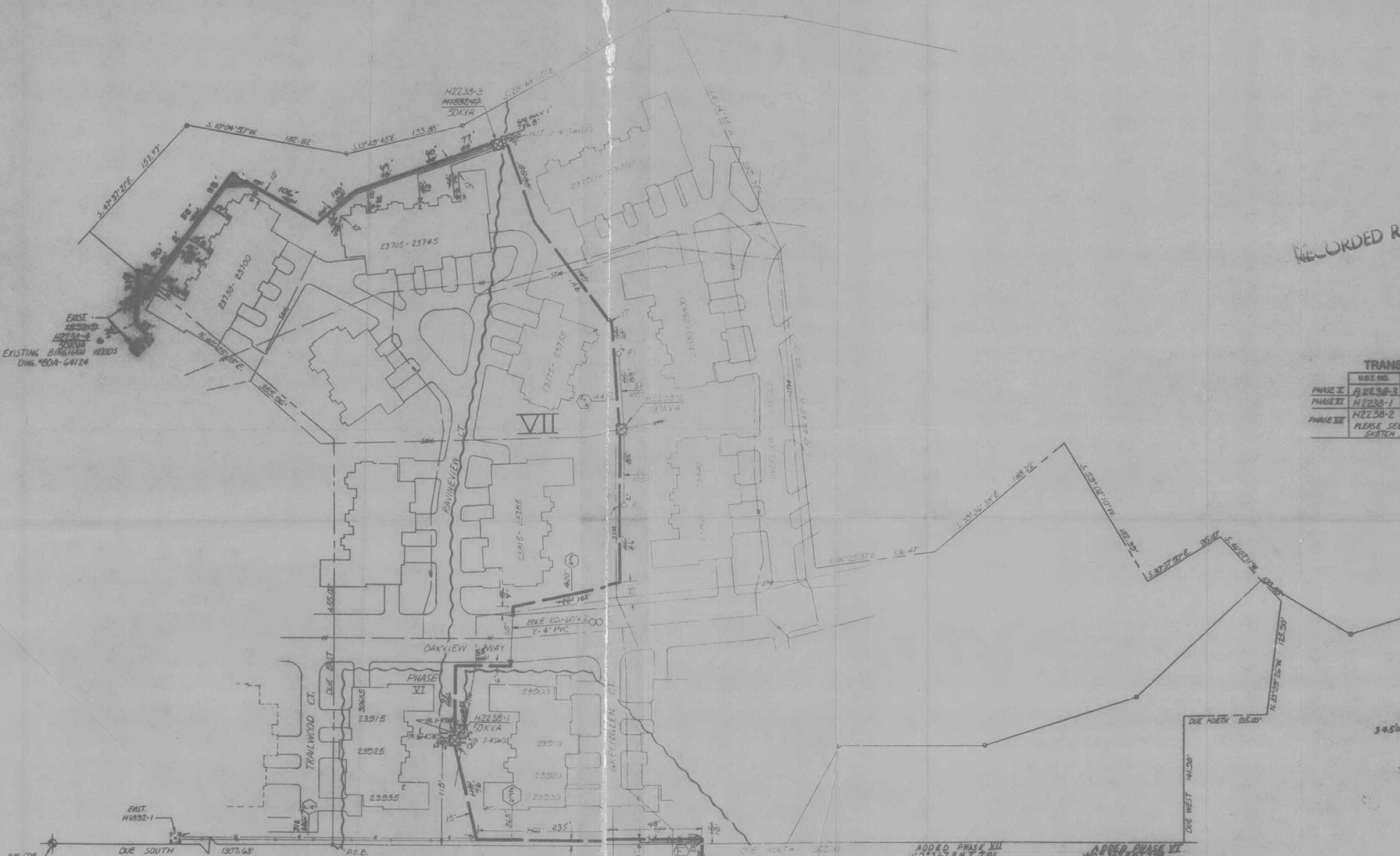
LINE 9231 PAGE 114



NORTH ARROW



RECORDED RIGHT OF WAY 35986



TRANSFORMER DATA

PHASE	U.S.T. NO.	SIZE	SD. STL. NO.
PHASE I	H2235-3	50KVA	
PHASE II	H2235-1	50KVA	
PHASE III	H2235-2	100KVA	

PLEASE SEE RETAG SKETCH ABOVE

- TRANSFORMER SPEC: 1-T-261
- FEDERAL SPEC: _____
- NO. OF FEEDERS: _____
- NO. OF TEMPORARY CABLE MANSIONS: _____
- TEMPORARY CABLE MANSION SPEC: _____
- SECONDARY CONNECTION SPEC: _____
- CODE —**
- TEMPORARY SECONDARY FEEDER/TEMPORARY CABLE MANSION
 - OPEN FRONT TYPE
 - SET SWITCHING—LINE FRONT TYPE
 - SET SWITCHING—LINE FRONT TYPE
 - SECTION OF TRANSFORMER WITH OPENING
 - SECONDARY FEEDER
 - SECONDARY CONNECTION SPEC
 - LINE POLE
 - PRIMARY SWITCH CABINET
 - BURNED PRIMARY CABLE—ALL VOLTAGES
 - BURNED SECONDARY CABLE
 - BURNED SECONDARY SERVICE CABLE
 - DETROIT CROWN TRENCH ONLY
 - TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PREPARED CONDUIT
 - SEP CROWN CABINET

PHASE III CABLE SUMMARY

ITEM #	QUANTITY	SIZE	TYPE
177' 24"			

PHASE II TRENCH SUMMARY

ITEM #	LENGTH	DEPTH	TYPE
48' 40"			
345' 00" + 60' 00"			
17'			
4'			
790' 06"			

ADDED PHASE III
 H2235-3 50KVA
 H2235-1 50KVA
 H2235-2 100KVA
 SER. PLANNER ED CLARK

ADDED PHASE VI
 H2235-3 50KVA
 H2235-1 50KVA
 H2235-2 100KVA
 SER. PLANNER ED CLARK

— GENERAL NOTES —

TRENCHES TO BE DONE BY D.E. CO.

TRENCH AND CABLE LOCATIONS AND APPROXIMATE DEPTHS TO BE INDICATED FOR TRENCHING AND CABLE LAYING. ALL TRENCHING AND CABLE LAYING TO BE DONE IN ACCORDANCE WITH THE CITY OF DETROIT TRENCHING AND CABLE LAYING SPECIFICATIONS. ALL TRENCHING AND CABLE LAYING TO BE DONE IN ACCORDANCE WITH THE CITY OF DETROIT TRENCHING AND CABLE LAYING SPECIFICATIONS.

TRANSFORMERS AND FEEDERS TO BE INSTALLED BY D.E. CO.

ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF DETROIT TRENCHING AND CABLE LAYING SPECIFICATIONS.

PERMITS REQUIRED

CITY OF DETROIT

RETURN TO
 J. D. McDONALD
 THE DETROIT EDISON COMPANY
 30400 TELEGRAPH ROAD, 264 OAKDH
 BIRMINGHAM, MICHIGAN 48010

D REVISION	C REVISION	B REVISION	A REVISION	REFERENCE	DATE	BY	CHKD	APP'D
	ADDED PHASE VI H2235-3 50KVA H2235-1 50KVA H2235-2 100KVA START DATE 11-23-81	ADDED PHASE II H2235-3 50KVA H2235-1 50KVA H2235-2 100KVA START DATE 11-23-81	AS INSTALLED START 11-30-81 FINISH 12-4-81 NOTES & MEAS. BY CAMERON CONST.	81A-64567 80A-64124 URD SFD-102		D. STEAK	10-8-81	
						E. CLARK	11-8-81	
						J. D. McDONALD	11-9-81	

START DATE ~ 11-23-81

BINGHAM WOODS - PHASE I
 N.E. 1/4 SEC. 8 & W. 1/2 SEC. 9
 PHASE OF BINGHAM FARMS
 CHL. AND CO.
 81A-64567

RECORDED RIGHT OF WAY NO. 35986

35986