

Detroit Edison

Joint Underground Residential Distribution Right of Way Agreement

88 88201

(LIBER 9922 PAGE 701)

5/4/87

1987

For good and valuable consideration of system betterment, the undersigned hereby grant and convey to THE DETROIT EDISON COMPANY, a Michigan corporation of 2000 Second Avenue, Detroit, Michigan, MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 444 Michigan Avenue, Detroit, Michigan, CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan and UNITED CABLE TELEVISION OF OAKLAND COUNTY, INC., a Michigan corporation of 4500 Delemere, Royal Oak, Michigan, hereinafter referred to collectively as "GRANTEE", the right to erect, lay, maintain, reconstruct, add to and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories required in, under, upon, over and across the property located in the city of Rochester Hills, County of Oakland, State of Michigan, and more particularly described on the attached Appendix "A"; with the full right to the GRANTEE of ingress and egress upon said property for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the right of way herein described.

Said right of way shall be ten (10) feet in width unless otherwise indicated and the route is described as follows:

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

See #2

A#36 REG. DEEDS PAID
0001 MAY.26.87 02:02PM
4092 MISC 7.00

RECORDED RIGHT OF WAY NO.

38413

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

1. The right of way will be graded to within four inches of final grade before the GRANTEE'S lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around GRANTEE'S above ground equipment
2. No buildings or structures other than GRANTEE'S equipment are to be placed within the right of way herein granted. No excavation is to be permitted within said right of way without approval of GRANTEE
3. No shrubs or foliage shall be planted or grown within eight feet of the front door of transformers or switching cabinet enclosures GRANTEE 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 right of way causing an interference with GRANTEE'S maintenance of their equipment.
4. If the lines or facilities of GRANTEE are damaged by the acts of owners, their agents, employes or contractors, repairs shall be made by the granting company so damaged at the cost and expense of owners. Owners are defined as those persons owning the property at the time the damage occurred

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hand(s) on the date of this agreement

Witnesses:

Grantors:

Barbara M. Bell
Barbara M. Bell

Robert D. Lacio
Robert D. Lacio

Prepared by: Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road, Suite 264
Birmingham, MI 48010

Peter P. Miller
Peter P. Miller

ASPEN MEADOWS L.P.

A#36 REG. DEEDS PAID
0001 JUN.20.88 01:52PM
6504 MISC 7.00

Address: 999 ARJANS ST. SUITE 220
BIRMINGHAM MI 48008
installed

WITNESSES:

Aspen Meadows Limited Partnership
A Michigan Limited Partnership
30755 Barrington Ave.
Madison Heights, MI 48071

Barbara M Bell
Barbara M Bell

Margaret A Linder
Margaret A Linder

By: Aspen Meadows Developers Limited Partnership
A Michigan Limited Partnership
Its General Partner

Peter P. Miller
Peter P. Miller, General Partner

State of Michigan)
County of Oakland) SS:

Personally came before me this 4th day of May, 1987, Peter P. Miller, General Partner of Aspen Meadows Developers Limited Partnership, General Partner of the above named Limited Partnership to me known to be the person who executed the foregoing instrument and to me known to be such General Partner and acknowledged that he executed the foregoing instrument as such General Partner, as the free act and deed of said Aspen Meadows Limited Partnership.

My Commission Expires: 5/20/89

Barbara M Bell
Barbara M Bell
Notary Public, Macomb acting in Oakland County, Michigan

APPENDIX "A"

Part of the S.E. 1/4 of Section 36, T3N, R11E, Avon Township (Now City of Rochester Hills), Oakland County, Michigan, being more particularly described as follows: Beginning at a point which is N. 01°59'07" W. 1,080.33 ft. along the E. line of Section 36 and S. 88°00'53" W. 60.00 ft. and S. 38°00'53" W. 62.23 ft. and S. 38°00'53" W. 187.35 ft. and S. 78°00'53" W., 445.41 ft. from the Southeast corner of said Section 36, thence along the northerly line of M-59, S. 78°00'53" W. 568.35 ft. and S. 82°08'13" W. 401.07 ft. and S. 86°15'32" W. 325.97 ft. and S. 87°31'08" W. 715.64 ft. to the North and South 1/4 line of Section 36, said line being also the East line of "John R. Highland", recorded in Liber 52, page 22 of plats, Oakland County Records; thence N. 02°09'51" W. 668.97 ft. along said line to the Southwest corner of "Supervisor's plat of Brooklands Park No. 1"; thence N. 87°52'48" E. 1329.29 ft. along the Southerly line of "Supervisor's Plat of Brooklands Park No. 1", as recorded in Liber 50, page 31 of plats, Oakland County Records, and "Supervisor's plat of Brooklands Park No. 2", as recorded in Liber 50, page 32 of plats, Oakland County Records; thence N. 87°34'41" E. 1232.04 ft., thence S. 01°59'07" E. 79.00 ft. along the West line of Dequindre Rd., as now established; thence S. 87°34'41" W. 190.00 ft., thence 69.88 ft. along the arc of a curve to the right having a radius of 480.00 ft., chord bearing and distance of N. 88°15'06" W. 69.82 ft., thence N. 84°04'54" W. 75.00 ft., thence 73.82 ft. along the arc of a curve to the left, having a radius of 427.00 ft., chord bearing and distance N. 89°02'03" W. 73.82 ft.; thence S. 87°00'49" W. 55.00 ft., thence 61.17 ft. along a curve to the left having a radius of 90.00 ft., chord bearing and distance of S. 66°32'33" W. 60.00 ft.; thence 47.52 ft. along a curve to the right, having a radius of 60.00 ft., chord bearing and distance of 69°45'45" W. 46.29 ft.; thence S. 02°25'20" E. 425.38 ft. to the point of beginning containing 29.94103 acres land and subject to all easements of records.

RECORDED RIGHT OF WAY NO. 38413

SIDWELL NO 15-36-426-004 } SE/4
- 001 }

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM HS 77 12-82

TO Reco; Center

E 8-11-88 TIME

Please set up R/W file for:

ASPEN MEADOWS APARTMENTS

Being a part of SE 1/4

of Section 36, AVON TOWNSHIP

Oakland County, Michigan

COPIES TO

SIGNED

Omer Racine

Omer V. Racine

REPORT

264 Oakland Div. Hqtrs.

RECORDED
EIGHT
OF
MAY
NO.
384/13

DATE RETURNED

TIME

Title (Supervisor, Mr. & Mrs.) <u>J. McDONALD</u>	Date Received <u>4-16-87</u>	Application No. <u>OE 87-9 T</u>
Division <u>OAKLAND</u>	Date <u>4-14-87</u>	Application No.

We have included the following necessary material and information:

Material:

A. Proposed Subdivision

- 1. copy of complete final proposed plat - All pages

or

B. Other than proposed subdivision (condo., apts. mobile home park

other)

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

Note: Do not submit application for URD easements until all above material has been acquired

Information

1 Project Name <u>ASPEN MEADOWS</u>	County <u>OAKLAND</u>
City/Township/Village <u>ROCHESTER HILLS</u>	Section No. <u>36</u>

Type of Development

- Proposed Subdivision
 Apartment Complex
 Condominium
 Subdivision
 Mobile Home Park
 Other

2 Name of Owner <u>MBM ASSOCIATES</u>	Phone No. <u>647-7784</u>
--	------------------------------

Address
999 HAYNES ST. SUITE 220 BHAM.

Owner's Representative <u>ROBERT D. LACIO</u>	Phone No. <u>647-7784</u>
--	------------------------------

Date Service is Wanted
8-1-87

4. Entire Project will be developed at one time Yes No

5. Joint easements required — Michigan Bell Telephone Yes No

— Consumers Power Yes No


a Name of Other Utilities if Not Michigan Bell Telephone or Consumers Power YES

b Other Utility Engineer Names <u>UNITED CABLE TELE. OF OAKLAND CO.</u>	Phone Numbers <u>549-1236</u>
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Addresses
4500 DELEMERE RIVYAL OAK MI. 48073

6 Additional Information or Comments

Note: Trenching letter attached will be submitted later

Service Planner <u>DENNIS DOHERTY</u>	Signature (Service Planning Supervisor) 	Date <u>4/14/87</u>
Phone No. <u>645-4156</u>	Address	

RECORDED RIGHT OF WAY NO 38413

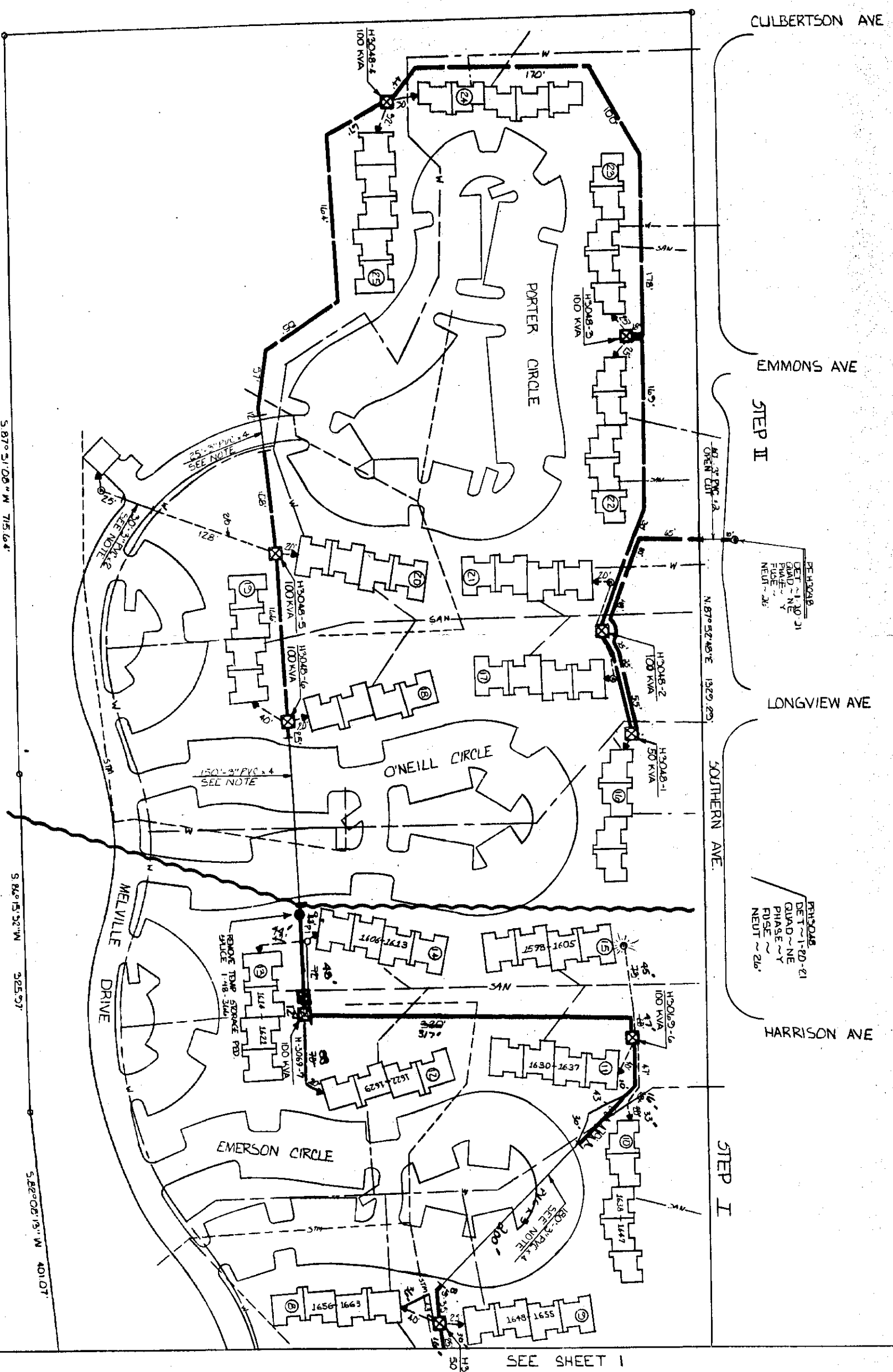
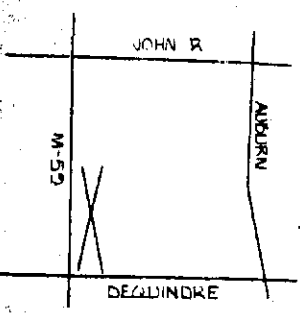
LIBER 10458P639

LIBER 10458P640

LIBER 10458P641



LOCATION SKETCH



M-59

FREEMAN ENTRANCE

SEE SHEET 1

RECORDED RIGHT OF WAY
R 38413

TRANSFORMER DATA

UNIT NO.	SIZE	ED. STL. NO.
H3008-1	50 KVA	
H3008-2	100 KVA	
H3008-3	100 KVA	
H3008-4	100 KVA	
H3008-5	50 KVA	
H3008-6	100 KVA	
H3008-7	100 KVA	
H3008-8	50 KVA	
H3008-9	100 KVA	
H3008-10	100 KVA	
H3008-11	50 KVA	
H3008-12	50 KVA	
H3008-13	50 KVA	
H3008-14	50 KVA	
H3008-15	50 KVA	
H3008-16	50 KVA	

NOTICE

Locations of underground facilities on this drawing are not shown. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone 888-888-8888 or 800-482-7177 as required by Public Act 83 of 1974 before doing any power excavation.

START DATE 12-21-87

NO.	DATE	BY	DESCRIPTION
1	12-21-87
2
3
4
5
6
7
8
9
10

ASPEN MEADOWS
PART OF SE 1/4, SEC 36
T.5N., R.1E

CITY OF SPOKANE
LIBRARY

87A-C4586

PERMITS REQUIRED

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SPOKANE SPECIFICATIONS AND STANDARDS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF SPOKANE AND THE UTILITY COMPANIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL EXCAVATED AREAS TO ORIGINAL CONDITION OR BETTER.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SAFETY MEASURES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SIGNAGE.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY LIGHTING.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY FENCING.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TRAFFIC CONTROL.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CLEANUP.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY RECORD DRAWINGS.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY AS-BUILT DRAWINGS.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PHOTOGRAPHS.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SURVEY DATA.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TEST RESULTS.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY MATERIALS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY LABOR.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY EQUIPMENT.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TOOLS.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SUPPLIES.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SERVICES.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PROFESSIONAL FEES.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY INSURANCE.

25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BONDS.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY TAXES.

27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY FEES.

28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PENALTIES.

29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY FINES.

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY DAMAGES.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY LOSSES.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY COSTS.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY EXPENSES.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY REVENUES.

35. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY PROFITS.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY GAINS.

37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY BENEFITS.

38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY ADVANTAGES.

39. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY DISADVANTAGES.

40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY RISKS.

41. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY OPPORTUNITIES.

42. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CHALLENGES.

43. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY OBSTACLES.

44. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY HINDRANCES.

45. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY INTERFERENCES.

46. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY OBSTRUCTIONS.

47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY IMPEDIMENTS.

48. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY HINDERANCES.

49. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY OBSTACLES.

50. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY HINDRANCES.

CABLE SUMMARY

STEP 1

TYPE: ...

LENGTH: ...

DATE: ...

TRENCH SUMMARY

STEP 1

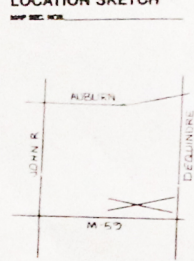
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LENGTH: ...

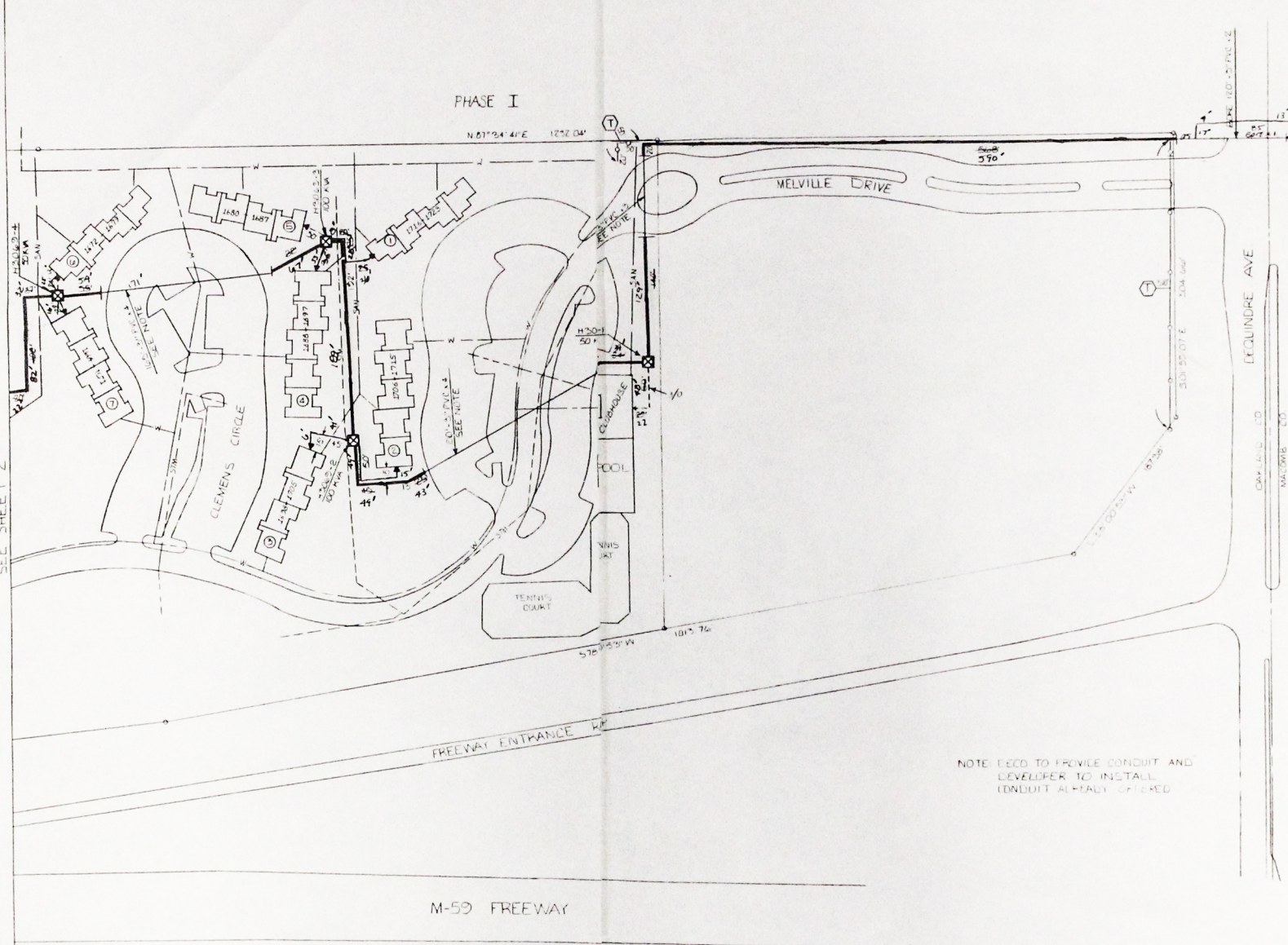
DATE: ...

NOTE

LETTER SHALL BE LOCATED IN SHOWN POSITION UNLESS OTHERWISE NOTED.



PHASE I



5TH COND
DET-1-20-0-0
QUAD-56
PHASE-1
FUSE-45K
NEUT-27

TRANSFORMER DATA

UDT NO.	SIZE	ED STK. NO.
H3001	50 KVA	1
H3002	100 KVA	2
H3003	100 KVA	3
H3004	50 KVA	4

TRANSFORMER SPEC: 1-17-34
 PEDESTAL AMOUNT: 2-2-0-0
 TEMPORARY CABLE WAFERS AMOUNT: 0
 SECONDARY CONNECTION BOX AMOUNT: 0

- CODE —
- TEMPORARY SECONDARY PEDESTAL TEMPORARY CABLE WAFER
 - DET DEAD FRONT TYPE
 - DET NON SWITCHING - LIVE FRONT TYPE
 - DET SWITCHING - LIVE FRONT TYPE
 - DIRECTION OF TRANSFORMER DOOR OPENING
 - SECONDARY CONNECTION BOX
 - CABLE POLE
 - PRIMARY SWITCH CABINET
 - BURIED PRIMARY CABLE - ALL VOLTAGES
 - BURIED SECONDARY CABLE
 - BURIED SECONDARY SERVICE CABLE
 - DETROIT EDITION TRENCH ONLY
 - TELEPHONE TRENCH ONLY
 - SEWER
 - WATER
 - GAS
 - PROPOSED CONDUIT
 - SEP DOWN CABINET

CABLE SUMMARY

ITEM #	DESCRIPTION	EST. QUANTITY	EST. PRICE
1	1000' 100 KVA	1	300.00
2	1000' 100 KVA	1	300.00
3	1000' 100 KVA	1	300.00

TRENCH SUMMARY

JOINT USE	DEPTH	LENGTH	PRICE
D.E. ONLY	4.2	45	189.00
TEL. ONLY	5	5	25.00
GAS ONLY	5	5	25.00
OTHERS			

NOTE: EECO TO PROVIDE CONDUIT AND DEVELOPER TO INSTALL CONDUIT ALREADY LAYED

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact location, telephone MISS DUG on 800 482 7171 as required by Public Act 87 of 1974 before doing any power excavating.

GENERAL NOTES

TRENCHING TO BE DONE BY EECO
 TRENCH AND CABLE LENGTHS ARE APPROXIMATE
 SEE SECTION 16 UG LINE CONSTRUCTION STANDARDS FOR TRAIL MARK DETAILS
 SEE PAGE 32 UG LINE DETAILS FOR ENTRANCE POINT DETAILS (APTS. ONLY)
 SEE SECTION 13 UG LINE CONSTRUCTION STANDARDS FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (HOUSE ONLY)
 D.E. SERVICE PLANNER: JAMES ROBERTY 429-4556
 TEL. CO.: MISS ROBERTY 429-4556
 GAS CO.: MISS ROBERTY 429-4556
 OTHERS: MISS ROBERTY 429-4556

PERMITS REQUIRED

STATE OF MICHIGAN
 CANTONVILLE MICHIGAN COUNTY
 CITY OF REDFORD MICHIGAN
 STATE OF MICHIGAN

START DATE 12-21-87

D	C	B	A
REVISION	REVISION	REVISION	REVISION
			AS INVOICED NO. 56784 J057 D.R. WATSON LABOR UNION EXC SCALE: 2-11-88 P.L.S.A.: 3-11-88 ENG: 3-9-88

ASPHEN MEADOWS
 PART OF SE. W. SEC 26
 T. 37 N. R. 16 E.

DATE: 12-21-87
 SHEET: 15 P.D.G.
 DRAWN BY: 8754 J057
 CHECKED BY: 8842 SPOKANE

RECORDED RIGHT OF WAY NO. 38413