

MEADOWGLEN SUBDIVISION  
PROPOSED SUBDIVISIONS  
(Not Platted)

LIBER 7261 PAGE 153

AGREEMENT - EASEMENT - RESTRICTIONS

19/30

This instrument made this 15TH day of JUNE, 19 78,  
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 referred to  
as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365  
Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL."

W I T N E S S E T H :

WHEREAS, Owners are developing land for subdivision purposes in the  
City of Farmington Hills, Oakland County,  
Michigan, as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a  
later date and Owners desire EDISON and BELL to install their underground lines  
and facilities prior to said recording.

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) Easements for installation of electric and communication  
services are hereby granted by the Owners to EDISON and BELL as set forth in the  
attached copy of proposed plat. Any additional easements needed by EDISON and  
BELL shall be granted by Owners in a separate instrument.

(3) Owners will place survey stakes indicating property lot lines  
before trenching.

(4) Where sewer lines will parallel electric and communication lines,  
sewer taps must be extended into each lot for a distance of one (1') foot beyond  
the easement limits. Underground sewer and water lines may cross but shall not be  
installed parallel within the six (6') foot easements used by EDISON and BELL.

(5) 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.

(6) No excavations (except for public utility purposes) and no  
structures or permanent apparatus of any kind (except line fences and driveways)  
shall be allowed within the public utility easements used by EDISON and BELL.  
EDISON and BELL shall have no liability to Owners for removal of trees or plant  
life lying within said easements which, in the sole opinion of EDISON and BELL,  
interferes with their facilities or when removal is necessary to repair and maintain  
the underground service facilities.

(7) Owners to provide for clearing the easements of trees, large  
stumps and obstructions sufficient to allow trenching equipment to operate.

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CLERK  
15.00

(8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.

(9) 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 plat 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(10) Owners hereby grant EDISON and BELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.

(11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. Where special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission.

(12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while the ground is frozen.

(13) EDISON and BELL will own and maintain the secondary service and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

(14) Upon the further acceptance and recording of the plat for the above described land, the easement herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

In the Presence of:

Mary Ann Klos  
MARY ANN KLOS

Barbara Ann Maher  
BARBARA ANN MAHER

J. Douglas Roy  
J. DOUGLAS ROY  
Charles V. Olaphan  
CHARLES V. OLAPHAN

THE DETROIT EDISON COMPANY

By Robert R. Tewksbury  
ROBERT R. TEWKSBURY, DIRECTOR  
Real Estate and Rights of Way Dept.

By Irene C. Kata  
IRENE C. KATA ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By James E. Brown  
JAMES E. BROWN  
Staff Supervisor, Right of Way  
(authorized signature)

RECORDED RIGHT OF WAY NO. 31709

6-19-78

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 22nd day of June, 1978, before me the  
subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury  
and Irene C. Kata, to me personally known, who being by me duly sworn  
did say they are the Director, Real Estate and Assistant Secretary  
and Rights of Way  
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 instru-  
ment is the corporate seal of said corporation, and that said instrument was signed  
in behalf of said corporation, by authority of its Board of Directors, and  
Robert R. Tewksbury and Irene C. Kata acknowledged said  
instrument to be the free act and deed of said corporation.

Barbara Ann Heater  
BARBARA ANN HEATER  
Notary Public, Wayne County, Michigan

My Commission Expires: 8-23-78

RECORDED RIGHT OF WAY NO. 31709

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF DAKLAND )

On this 29th day of JUNE, 1978, before me the subscriber,  
a Notary Public in and for said County, appeared ROBERT K. CROWHURST  
to me personally known, who being by me duly sworn did say that he is STAFF  
SUPERVISOR RLW authorized by and for MICHIGAN BELL TELEPHONE COMPANY  
a Michigan corporation, and that said instrument was signed in behalf of said  
corporation, by authority of its Board of Directors, and ROBERT K. CROWHURST  
acknowledged said instrument to be the free act and deed of said corporation.

J. Douglas Roy  
Notary Public, County, Michigan

My Commission Expires: \_\_\_\_\_

**J. DOUGLAS ROY**  
Notary Public, Wayne County, Michigan  
My Commission Expires January 27, 1982

1001 SERVICES, INC.  
A Michigan Corporation  
1001 Woodward Avenue  
Detroit, Michigan 48226

WITNESSES:

Isabel Fletcher  
Isabel Fletcher

Thomas F. Ashcroft  
Thomas F. Ashcroft  
Executive Vice President

William Carey  
William Carey

Thomas C. Rauch  
Thomas C. Rauch  
Vice President

STATE OF MICHIGAN )  
                          ) SS:  
COUNTY OF WAYNE )

Personally came before me this 15th day of June 1978, Thomas F. Ashcroft and Thomas C. Rauch of the above named Michigan Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such executive Vice President and Vice President, respectively of said Corporation and acknowledged that they executed the foregoing instrument as such officers as the free act and deed of said corporation, by its authority.

**ISABEL LEE FLETCHER**  
Notary Public, Wayne County, Michigan  
My Commission Expires November 2, 1981

My Commission Expires: \_\_\_\_\_

Isabel Lee Fletcher  
Notary Public, Wayne County, Michigan

APPENDIX "A"

Proposed "Meadowglen Subdivision", part of the southeast 1/4 of Section 30, Township 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, beginning at a point said point being the southeast corner of said section 30; thence from said point of beginning North 89°57'20" West 1988.30 feet along the South line of said Section 30; thence North 00°01'33" East 2651.17 feet; thence North 89°59'45" East 1992.30 feet along a line, said line being in part Farmington Freeway Industrial Park No. 1 as recorded in Liber 120, Pages 34-35 Oakland County Records and Farmington Freeway Industrial Park No. 2 as recorded in Liber 120, Pages 36-37 Oakland County Records said line also being the East and West 1/4 line of said Section 30; thence South 00°06'44" West 2652.86 feet along the East line of said Section 30 to the point of beginning, consisting of 254 Lots, five private parks, Windwood Park, Willowbrook Park, River Bend Park, Heatherwood Park and Baywood Park and containing 121.173 acres.

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

RECORDED  
INDEXED  
JUL 21 1978  
LYNN G. ALLEN  
CLERK REGISTER OF DEEDS

WAY NO. 31709

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

AGREEMENT, made this 20 day of July, 1978, between The Detroit Edison Company, hereinafter called the "Company" and 1001 Services, Inc., with offices at 17515 W. Nine Mile Road, Suite 980, Southfield, Michigan hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to 254 lots/buildings numbered 1 thru 254 in the development known as Meadowglen Subdivision (hereinafter called the "Development") located in Township 1N, Range 9E, Section 30, City of Farmington Hills, 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-64237 dated June 29, 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.

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF OAKLAND COUNTY, MICHIGAN. 3/1/79

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 80,398.00. 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.

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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 September 20, 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

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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:

1001 Services, Inc. (Attn: Tom Rogers)  
17515 W. Nine Mile Road - Suite 980  
Southfield, Michigan 48075

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 1001 Services, Inc.**

By   
Thomas Rauch

Its Vice 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 connect 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

24,487 front lot feet x \$1.75 per front lot foot = \$ 42,852.00

(b) Mobile Home Parks, Condominiums and Apartment House Complexes

\_\_\_\_\_ trench feet x \$1.90 per trench foot = \$ -0-

\_\_\_\_\_ KVA of installed transformer capacity x \$4.00 \$ -0-

(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

\$ 503.00

(d) Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of

\$ -0-

**TOTAL** \$ 43,355.00

RECORDED RIGHT OF WAY NO. 31709

ATTACHMENT D

AGREEMENT NUMBER C378J907

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

Estimated Direct Construction Cost . . . . .	\$ <u>80,398.00</u>
(Excludes engineering overhead costs and administrative cost. When applicable, in- cludes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost . . . . .	\$ <u>-0-</u>
(\$500.00 for each residential unit to be immediately served when the under- ground electric distribution system is completed.) (See B Attached)	
Refundable Line Extension Advance . . . . .	\$ <u>37,043.00</u>
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C) . . . . .	\$ <u>43,355.00</u>
<b>TOTAL PAYMENT REQUIRED</b>	<b>\$ <u>80,398.00</u></b>

31709



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

DATE: July 20, 1978

1001 Services, Inc.  
17515 W. Nine Mile Road - Suite 980  
Southfield, Michigan 48075

RE: Meadowglen Subdivision

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,

*Edward J. Clark*  
Service Planner

7/25/78  
Date

EC:dp

RECORDED RIGHT OF WAY NO. 31709

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-64237 for this development is in my/our possession and will be used for this purpose.

1001 SERVICES, INC.  
Name *[Signature]*

Title Vice President

Name \_\_\_\_\_

Title \_\_\_\_\_

Date July 28, 1978

Detroit  
Edison

Oakland Division  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4000  
Phone 645-4378

August 9, 1978

Mr. Thomas C. Rauch  
1001 Services Inc.  
1001 Woodward Ave.  
Detroit, Michigan 48226

Gentlemen:

Re: MEADOWGLEN SUBDIVISION

We are enclosing herewith a fully executed copy of the agreement dated June 15, 1978 for the underground electric and communication service for the above named project.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/ls  
Enclosures

RECORDED RIGHT OF WAY NO. 31709



200 FIRST FEDERAL BLDG.  
 1001 WOODWARD AVENUE  
 DETROIT, MICHIGAN 48226  
 TELEPHONE 313 961-1001

THOMAS C. RAUCH, AIA  
 VICE PRESIDENT

June 16, 1978

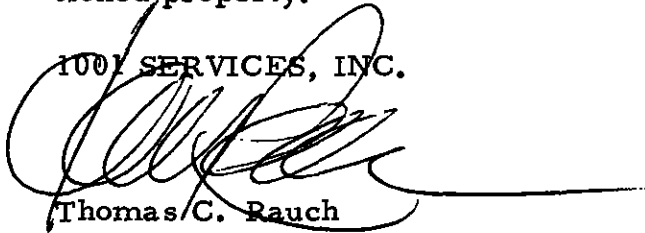
The Detroit Edison Company  
 30400 Telegraph Road  
 Birmingham, Michigan 48010

Attention: Mr. Omer V. Racine

Re: Meadowglen Subdivision

Enclosed is the original and one copy of the Agreement-  
 Easement restrictions, executed by us, for the above cap-  
 tioned property.

1001 SERVICES, INC.



Thomas C. Rauch

if

copy: Guy Barron

Original  
 sent  
 du.  
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Michigan,  
 witnesses.  
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 Company's  
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 due care

In prompt  
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 Telegraph Road,

Five  
 & Claims

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200 FIRST FEDERAL BLDG.  
1001 WOODWARD AVENUE  
DETROIT, MICHIGAN 48226  
TELEPHONE 313 961-1001

THOMAS C. RAUCH, AIA  
VICE PRESIDENT

June 16, 1978

The Detroit Edison Company  
30400 Telegraph Road  
Birmingham, Michigan 48010

Attention: Mr. Omer V. Racine

Re: Meadowglen Subdivision

Enclosed is the original and one copy of the Agreement-  
Easement restrictions, executed by us, for the above cap-  
tioned property.

1001 SERVICES, INC.

  
Thomas C. Rauch

if

copy: Guy Barron

RECORDED BY 31709

**Detroit  
Edison**

General P. O. Box  
30400 Telegraph Road  
Birmingham, Michigan 48010  
(313) 645-4378

Phone 645-4378

June 8, 1978

Mr. Thomas C. Rauch  
1001 Services, Inc.  
1001 Woodward Avenue  
Detroit, Michigan 48226

Gentlemen:

Re: MEADOWGLEN SUBDIVISION

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. 9 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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely,



Omer V. Racine, Representative  
Real Estate, Rights of Way & Claims

OVR/lc  
Enclosures

RECORDED RIGHT OF WAY NO.

31709

MEMORANDUM ORDER  
FOR GENERAL USE  
DE FORM 65 77 12-55

TO EDWARD CLARK DATE 6-19-78 TIME \_\_\_\_\_

Re: Underground Service - MEADOW GLEN SUBDIVISION

Agreement and Easements obtained - OK to proceed with construction.

RECORDED 511

COPIES TO FILE

SIGNED Omer V. Racine

REPORT E-CLARK, SERVICE PLANNER

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

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_



APPLICATION FOR U.R.D. EASEMENT  
DE FORM RR 11 5-73

HE & HW USE DATE REC'D 5-30-78 DE. BELL NO. OE 8-49

TO: JIM ROBERTSON  
REAL ESTATE AND RIGHTS OF WAY - SUPERVISOR  
DISTRICT O. D. Hig

Application No. \_\_\_\_\_  
Date 5/30/78

We have included the following necessary material and information:

MATERIAL:

- A. Subdivision 
  - 1. Copy of complete final proposed plat, or
  - 2. Recorded plat 
    - a. Site plan
    - b. Title information (deed, title commitment, contract, or title search)
- or
- B. Other than subdivision
  - 1. Property description.
  - 2. Site plan.
  - 3. Title information (deed, title commitment, contract with title commitment, or title search).

INFORMATION:

- 1. Project name MEADOW GLEN County OAKLAND  
City/Township/Village FARM HILLS Section No. 30  
Type of Development  Subdivision  Mobile Home Park  
 Apartment Complex  Other
- 2. Name of Owner 1001 SERVICES INC. Phone No. 559-7944  
Address 1001 WOODWARD DETROIT MICHIGAN 48226  
Owner's Representative GUY BARRON Phone No. 559-7944
- 3. Date Service is Wanted 9/30/78
- 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 MBT
  - b. Other utility engineer names, addresses, phone numbers: CHARLIE COX - 968-0162
- 7. Part of subdivision is fed from overhead service . . . . .  YES  NO  
Lot No. \_\_\_\_\_
- 8. Additional information or comments: \_\_\_\_\_

RECORDED WITH DEPT. OF HEALTH 31709

NOTE: Trenching letter  attached  will be submitted later.

Signed EDWARD J. CLARK  
SERVICE PLANNING DEPARTMENT  
Address \_\_\_\_\_ Phone \_\_\_\_\_

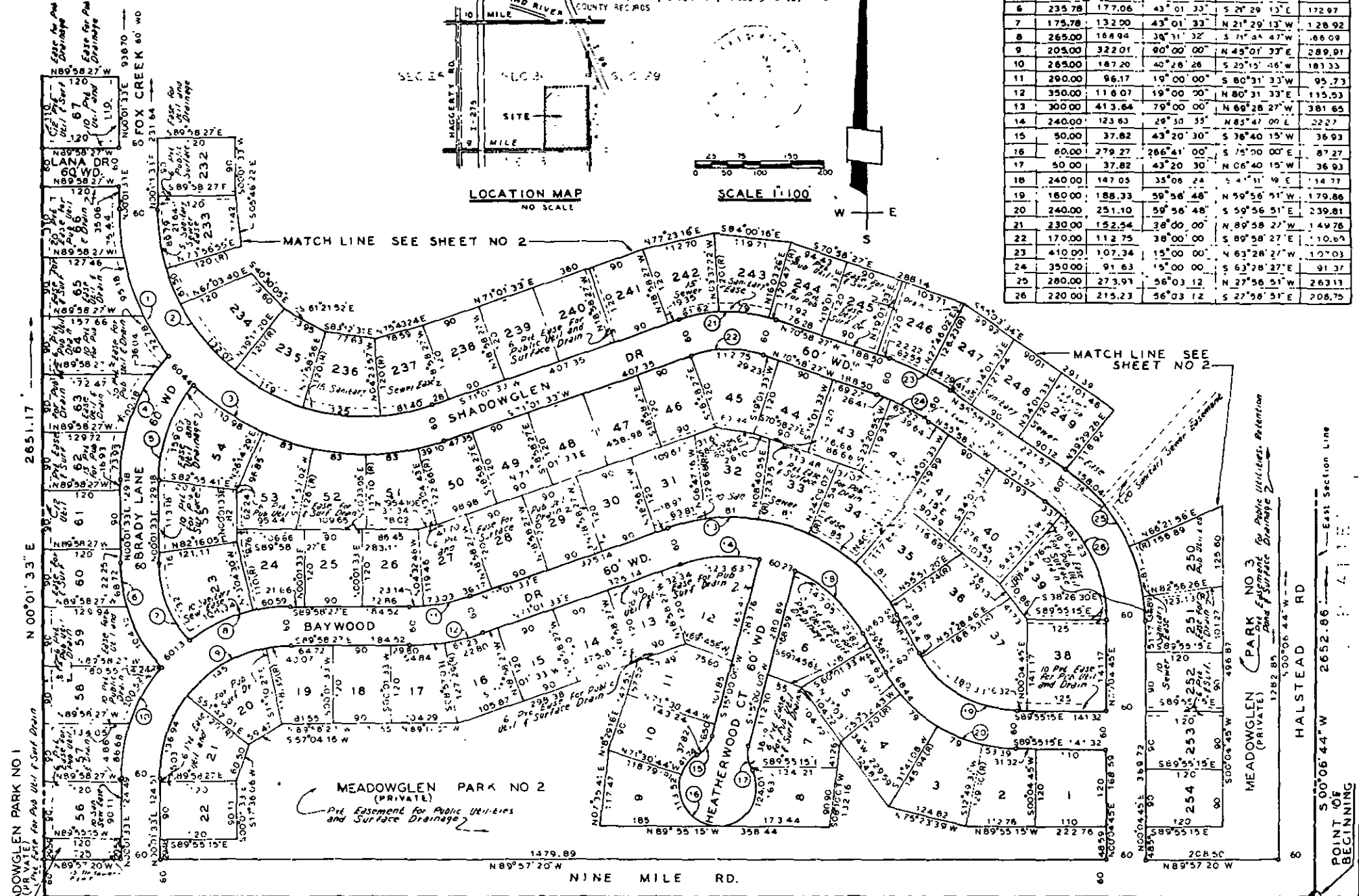
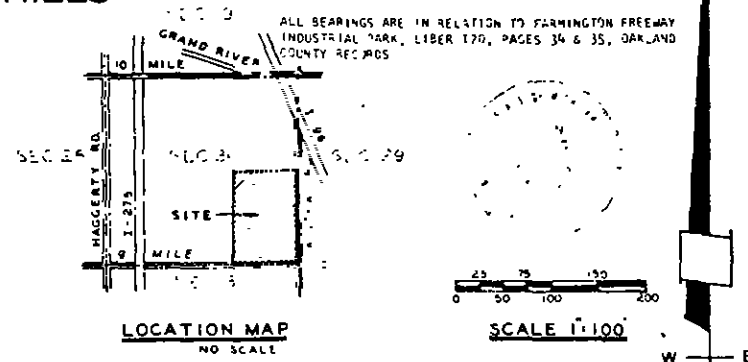
# PROPOSED MEADOWGLEN

PART OF THE S.E. 1/4 OF SECTION 30,  
T.1N., R.9E., CITY OF FARMINGTON HILLS,  
OAKLAND CO., MICHIGAN

**PLAT LEGEND**  
ALL DIMENSIONS ARE IN FEET. ALL CURVILINEAR DIMENSIONS ARE GIVEN ALONG THE ARC.  
(●) INDICATES RADIAL LOT LINE.  
ALL LOT MARKERS ARE 1/2" IRON PIPES AND ARE 18" LONG. THE SYMBOL (●) INDICATES A CONCRETE MONUMENT.  
ALL BEARINGS ARE IN RELATION TO FARMINGTON FREEWAY INDUSTRIAL PARK, LIBER 170, PAGES 34 & 35, OAKLAND COUNTY RECORDS.

**CURVE DATA**

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
1	380.00	243.40	38° 41' 56"	S 18° 19' 25" L	239.28
2	320.00	608.77	109° 00' 00"	N 5° 28' 27" W	521.03
3	380.00	419.08	63° 11' 15"	S 7° 22' 49" F	398.18
4	279.61	210.15	43° 07' 41"	S 21° 33' 23" W	205.24
5	219.61	159.07	41° 30' 04"	N 20° 46' 35" E	155.62
6	235.78	177.06	43° 01' 33"	S 2° 29' 13" E	172.97
7	175.78	132.00	43° 01' 33"	N 21° 29' 13" W	128.92
8	265.00	184.94	38° 31' 32"	S 71° 44' 47" W	188.09
9	205.00	322.01	90° 00' 00"	N 45° 01' 37" E	289.91
10	265.00	187.20	40° 28' 28"	S 20° 15' 46" W	181.33
11	290.00	96.17	19° 00' 00"	S 80° 31' 33" W	95.73
12	350.00	116.07	19° 00' 00"	N 80° 31' 33" E	115.53
13	300.00	413.64	79° 00' 00"	N 68° 28' 27" W	381.65
14	240.00	123.63	29° 30' 35"	N 85° 47' 09" L	22.27
15	90.00	37.82	43° 20' 30"	S 78° 40' 15" W	36.93
16	60.00	279.27	266° 41' 00"	S 75° 00' 00" E	87.27
17	50.00	37.82	43° 20' 30"	N 6° 40' 15" W	36.93
18	240.00	147.05	35° 08' 24"	S 4° 31' 19" E	147.77
19	180.00	188.33	59° 56' 48"	N 59° 56' 51" W	179.86
20	240.00	251.10	59° 56' 48"	S 59° 56' 51" E	239.81
21	230.00	152.54	38° 00' 00"	N 89° 58' 27" W	149.78
22	170.00	112.75	38° 00' 00"	S 89° 58' 27" E	110.63
23	410.00	107.34	15° 00' 00"	N 63° 28' 27" W	107.03
24	350.00	91.63	15° 00' 00"	S 63° 28' 27" E	91.37
25	280.00	273.91	56° 03' 12"	N 27° 56' 51" W	263.13
26	220.00	215.23	56° 03' 12"	S 27° 56' 51" E	208.75



# PROPOSED MEADOWGLEN

PART OF THE S.E. 1/4 OF SECTION 30,  
T.1N., R.9E., CITY OF FARMINGTON HILLS,  
OAKLAND CO., MICHIGAN

### FLAT LEGEND

ALL DIMENSIONS ARE IN FEET. ALL CURVE INEPT DIMENSIONS SHOWN ALONG THE ARC

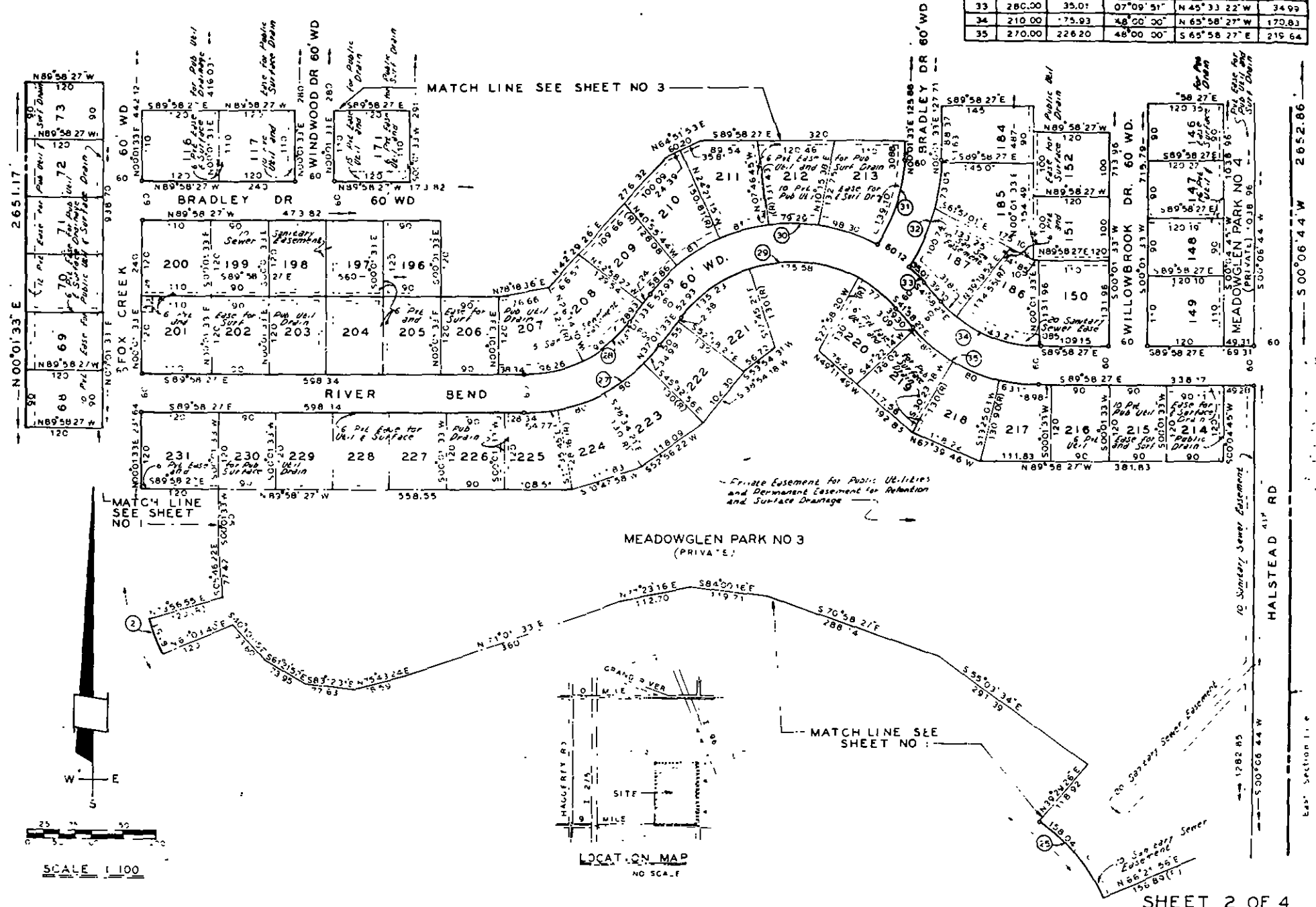
1R DENOTES RADIAL LOT LINE

ALL LOT MARKERS ARE 1/2" IRON PINS AND ARE 18" LONG THE SYMBOL (P) INDICATES A CONCRETE MONUMENT.

ALL BEARINGS ARE IN RELATION TO FARMINGTON FREEWAY INDUSTRIAL PARK LIBER 120, P.136 & 135 OAKLAND COUNTY RECORDS.

### CURVE DATA

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
2	320.00	608.77	109°00'00"	N 54° 28' 27" W	521.03
25	280.00	273.93	96°03'12"	N 27° 58' 51" W	263.17
27	270.00	249.76	53°00'00"	N 63° 31' 33" E	240.95
28	210.00	194.26	53°00'00"	S 63° 31' 33" W	187.40
29	220.00	387.81	10°°00'00"	N 87° 31' 33" E	339.52
30	280.00	388.45	8°°32'05"	S 77° 47' 35" W	365.67
31	229.77	139.10	34°41'07"	S 77° 22' 06" W	136.98
32	289.77	175.42	34°41'07"	N 17° 22' 06" E	172.75
33	280.00	35.01	07°09'51"	N 45° 33' 22" W	34.99
34	210.00	175.93	48°00'00"	N 65° 58' 27" E	170.83
35	270.00	226.20	48°00'00"	S 65° 58' 27" E	215.64



SCALE 1:100

LOCATION MAP  
NO SCALE

# PROPOSED MEADOWGLEN

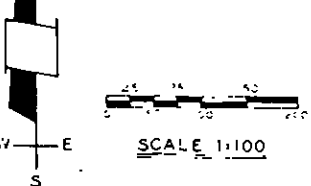
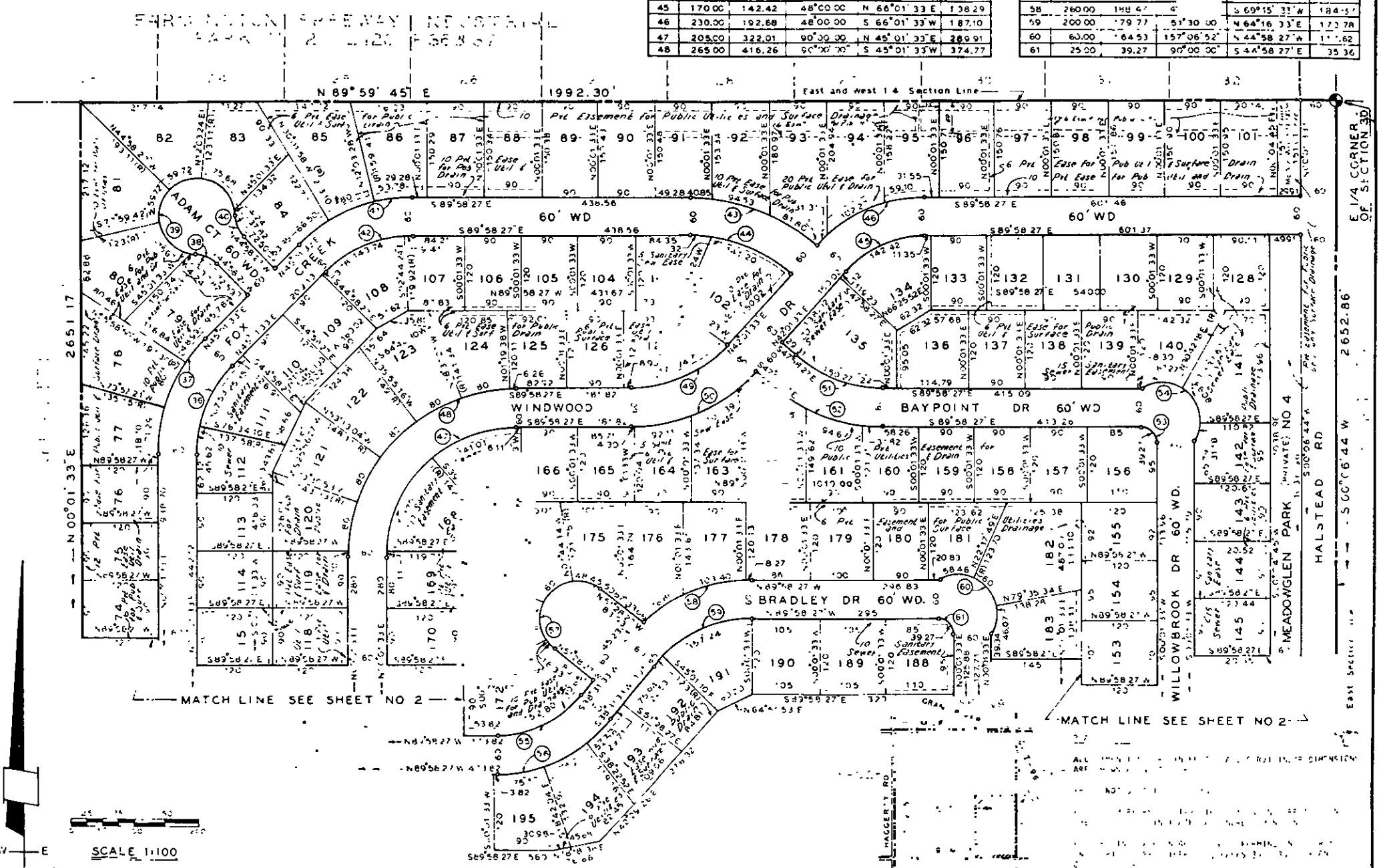
PART OF THE S.E. 1/4 OF SECTION 30,  
T.1N., R.9E., CITY OF FARMINGTON HILLS  
OAKLAND CO., MICHIGAN

LIBER 7261 PAGE 159

## CURVE DATA

CURVE	RADIUS	ARC	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
36	125.00	53.15	45°00'00"	N 22°31'33"E	149.25
37	255.00	200.28	45°00'00"	S 22°31'33"W	195.11
38	50.00	37.82	43°20'30"	S 66°38'42"E	36.93
39	60.00	279.27	266°41'00"	S 45°01'33"W	87.27
40	50.00	37.82	43°20'30"	N 23°16'12"W	36.93
41	255.00	200.28	45°00'00"	S 67°31'33"W	195.17
42	195.00	153.15	45°00'00"	N 67°31'33"E	149.25
43	296.28	217.18	42°00'00"	N 68°58'27"W	212.35
44	236.28	73.20	42°00'00"	S 68°58'27"E	169.35
45	170.00	142.42	48°00'00"	N 66°01'33"E	138.29
46	230.00	192.68	48°00'00"	S 66°01'33"W	187.10
47	205.00	322.01	90°39'30"	N 45°01'33"E	289.97
48	265.00	416.26	50°20'30"	S 45°01'33"W	374.77

CURVE	RAJ JS	ARC	CE	CHORD BEARING	CHORD LENGTH
49	205.00	71.74	4	S 65°01'33"W	68.75
50	265.00	222.01	4	N 66°01'33"E	275.17
51	205.00	70.27	4	N 68°58'27"W	46.23
52	265.00	74.25	4	S 68°58'27"E	189.74
53	25.00	39.27	9	S 44°58'27"E	35.36
54	60.00	164.53	15	N 44°58'27"W	177.52
55	170.00	52.90	5	S 64°16'33"W	47.77
56	230.00	206.73	5	N 64°16'33"E	199.85
57	60.00	88.50	8	S 38°31'33"W	120.70
58	260.00	148.47	4	S 69°15'33"W	184.57
59	200.00	79.77	5	N 64°16'33"E	173.78
60	60.00	64.53	15	N 44°58'27"W	117.62
61	25.00	39.27	9	S 44°58'27"E	35.36



E 1/4 CORNER OF SECTION 30

2652.86  
500'6.44 W  
500'6.44 W