

HIDDEN HARBOR CONDOMINIUMS
APARTMENTS

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 26TH day of OCTOBER, 19 72, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as HIDDEN HARBOR CONDOMINIUM, on land in the Township of Chesterfield, County of Macomb, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

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

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

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

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

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

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

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

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

*Charter road map
Sec 23, Super. Plat #15
Lot 1
(Hidden Harbor Condominiums)*

RECORDS CENTER
RECEIVED NOV 3 1974
CLASSIFIED

RECORDED IN MACOMB COUNTY
RECORDS AT: 9:00 A.M.
DEC 29 1972

DE FORM LE 11 11 71 CS

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

Edna M. Hill
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED RIGHT OF WAY NO. 29633

15

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

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

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

In the Presence of:

C. George Williams
C. GEORGE WILLIAMS

Irene C. Kata
IRENE C. KATA

Diana Kingstrom
DIANA KINGSTROM

Marsha Pavelka
MARSHA PAVELKA

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

By Lillian
LILLIAN ASSISTANT CLERK

MICHIGAN BELL TELEPHONE COMPANY
By William F. Murray, Jr.
WILLIAM F. MURRAY, JR.
Staff Supervisor, Right of Way
(authorized signature)

-2-

RECORDED IN MACOMB COUNTY
RECORDS AT: 11:10 a.m.
MAY 20 1980

Edna
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

RECORDED IN MACOMB COUNTY
RECORDS AT: 3:30 p.m.
OCT 31 1974

Edna
CLERK - REGISTER OF DEEDS
MACOMB COUNTY, MICHIGAN

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 12th day of December, 1972, before me the subscriber, a Notary Public in and for said County, appeared W. C. Arnold and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say they are the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument, was signed in behalf of said corporation, by authority of its Board of Directors, and W. C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kaba
IRENE C. KABA
Notary Public, Wayne County, Michigan

My Commission Expires: May 14, 1976

STATE OF MICHIGAN)
) SS.
COUNTY OF)

On this 15th day of December, 1972, before me the subscriber, a Notary Public in and for said County, appeared WILLIAM F. MURRAY, JR. to me personally known, who being by me duly sworn did say that he is STAFF SUPERVISOR-Right-Way authorized by and for MICHIGAN BELL TELEPHONE Co. corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and WILLIAM F. MURRAY, JR. acknowledged said instrument to be the free act and deed of said corporation.

Melford Hartman
Notary Public, County, Michigan

My Commission Expires: _____

MELFORD HARTMAN
Notary Public, Wayne County, Michigan
Acting in Oakland County
My Commission Expires Sept. 15, 1978

RECORDED RIGHT OF WAY NO. 29633

MULTIPLIX CORPORATION
1191 W. Square Lake Road
Escanaba Hills, Michigan 48013
A Michigan Corporation

Karen E. Nyquist
Karen E. Nyquist

Laura M. Laszko
Laura M. Laszko

L. David Kellett
L. David Kellett, President

Richard S. Crawford
Richard S. Crawford, Executive Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 26th day of October, 1972, before me appeared L. David Kellett and Richard S. Crawford to me personally known, who being by me severally duly sworn, did say that they are respectively President and Executive Vice President of MULTIPLIX CORPORATION, a Michigan Corporation, and that the said instrument was signed in behalf of said corporation by authority of its Board of Directors and the said L. David Kellett and Richard S. Crawford acknowledged the said instrument to be the free act and deed of the said MULTIPLIX CORPORATION.

Grace I. Bateman
Grace I. Bateman
Notary Public, Oakland County, Michigan

My Commission Expires: Sept. 19, 1975

Employee's Deferred Profit Sharing
Trust of Chamberlain Real Estate
Company (the "Care Trust")
1411 N. Woodward Ave
Birmingham, Michigan 48011

Witness:

Jerome M. Baranski
Jerome M. Baranski

Elizabeth W. Skubic
Elizabeth W. Skubic

Calvin M. Chamberlain
CALVIN M. CHAMBERLAIN - Trustee

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 26th day of October, 1972, by Calvin M. Chamberlain, Trustee, on behalf of Employee's Deferred Profit Sharing Trust of Chamberlain Real Estate Company (the "Care Trust") a Trust.

Elizabeth W. Skubic
Elizabeth W. Skubic
Notary Public, Oakland County, Michigan

My Commission Expires: April 25, 1976

APPENDIX "A"

Part of Lot 1 of Supervisor's Plat No. 15 a subdivision of part of fractional Sec 23, T3N-R14E, Chesterfield Twp, Macomb Co., Michigan according to the plat thereof as recorded in Liber 18 page 21 of Plats, M.C.R. and being more particularly described as follows: Beg at the Southwesterly cor of Lot 1 and th S. 55°34' E along the Northerly line of Hooker Rd. (19.50 ft wide) 1525.28 ft th N. 34°26' E. 271.47 ft; th S. 55°34' E. 240 ft; th N. 34°26' E. 187.45 ft; th N. 55°34' W. 1640.03 ft to a point in the Northwesterly line of Indian Reservation and Northwesterly line of Lot 1; th S. 19°42' W. along the Northwesterly line of Indian Reservation 475.69 ft to the point of beg.

PREPARED BY: John N. Waterlee
1970 Orchard Ln SE
Fenton, Michigan 48053

RECORDED RIGHT MAY NO. 276032

D. R. WINFIELD.

OCT 26 1976

OCT 13 1976

**Detroit
Edison**

Metromb Division
162 South Grand
Mt Clemens Michigan 48043
(313) 465-6201

Date: October 11, 1976

Multiplex Corporation

1460 Walton Blvd. Suite 201

Rochester, Michigan

Re: Hidden Harbor - Step III

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

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on June 23, 1972.

The cost to you for the extension of the underground distribution system consisting of primary and/or secondary main cable(s) and transformer capacity is \$ 640.80 based on 232 trench feet or - lot front feet and 50 KVA (nameplate) of transformer capacity.

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

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

Pursuant to establishing a field construction start date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until grade is within 4" of final.

No later than five days prior to the start of construction that has been scheduled for 10-26-76, we will require receipt of the attached Certificate indicating the completion of grading and payment in the amount of \$ 640.80 as non-refundable Contribution in Aid of Construction for the above charges.

RECORDED RIGHT OF WAY NO. 29633

Hidden Harbor - Step III

Date October 11, 1976

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

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

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

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

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

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

Very truly yours,

Melvin F. Stockman
Service Planner

RECORDED RIGHT OF WAY NO. 29633

ACCEPTED:

Name _____

Title _____

Name Douglas A. Dawson

Title TRASS

Date 10/14/76

Enc: Grading certificate



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

DATE: October 11, 1976

Multiplex Corporation
1460 Walton Blvd. Suite 201
Rochester, Michigan

RE: Hidden Harbor - Step III

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,

Melvin F. Stockman

Service Planner

Oct 12, 1976

Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved.

A copy of the Detroit Edison Company underground construction drawing No. U-692900 for this development is in my/our possession and will be used for this purpose.

Name [Signature]

Title TRK

Name _____

Title _____

Date 10/18/76

RECORDED RIGHT OF WAY NO. 29633

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date: June 26, 1973

Multiplex Corporation

P.O. Box 529

Birmingham, Michigan

Re: Hidden Harbor, Step II

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. In addition, if the field construction is done during the period of December 15 through March 31, winter construction charges will be assessed. These charges are \$1.00 per linear foot of trench.

Please sign and return three copies of the certificate below. You may retain the fourth copy for your file.

Very truly yours,

Melvin F. Stockman
Service Planner

June 26, 1973
Date

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

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

I/We, the undersigned, agree to pay all winter construction charges if involved, at a price not to exceed that shown above and 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. _____ for this development is in my/our possession and will be used for this purpose.

RECORDED RIGHT OF WAY NO. 29639

Signed
Vol. D. Hans
Signed

Director Of Land Development
Title
7/23/73
Date

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Date **June 26, 1973**

Multiplex Corporation

P.O. Box 529

Birmingham, Michigan

Regarding Hidden Harbor, Step II

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on November 13, 1972.

The cost to you for said electric line installation is \$ 1762.00 based on 881 trench feet or lot front feet. Extra charges in addition to the above will be \$ as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

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RECORDED RIGHT OF WAY NO. 29633

Page 2
The Detroit Edison Company
Date June 26, 1973

~~Hidden Harbor, Step II~~

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Melvin F. Stockman
Service Planner

ACCEPTED:

Name V. D. Hans
Title Director of Land Development

Name _____

Title _____

Date 7/23/73

RECORDED RIGHT OF WAY NO. 29633

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

AGREEMENT, made this 5th day of October, 19 78, between The Detroit Edison Company, hereinafter called the "Company" and Herbert Lawson, Inc. hereinafter called the "Developer".

WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to six lots/buildings numbered Hidden Harbor - Step IV in the development known as (hereinafter called the "Development") located in Township Chs., Range Macomb, Section Pt. Lot 1 Supy. Plat Macomb 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 Macomb County, Michigan. The approximate location of said underground electric distribution system is shown on the Company's Department Order Drawing # A-74793 dated 9-6-78, a copy of which drawing is attached hereto and made a part hereof as Attachment A.

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

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

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

2. Upon the execution of this Agreement, the Developer will pay to the Company \$ 2,251.10. This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", computed in accordance with Rule B-3.3 and Rule B-3.4 of the Company's Standard Rules and Regulations as now filed with the Michigan Public Service Commission. No portion of said nonrefundable contribution shall be refunded (except as provided in Paragraphs 9 and 12 hereof) nor any interest paid thereon by the Company. A nonrefundable contribution in addition to that provided herein may be required where, in the Company's judgment, practical difficulties (not considered in determining said nonrefundable contribution) exist, such as but not limited to water conditions, rock near the surface, or where there are requirements for deviation from the Company's filed construction standards.

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

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

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

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

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

8. The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for _____, the Developer will deliver to the Company an executed *Certificate of Grade* certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.

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

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

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

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

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

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

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

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

15600 19 Mile Road

Mt. Clemens : Michigan, 48044

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

Herbert Lawson, Inc.

21540 W. 11 Mile Road

Southfield, Michigan 48076

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 Ferris S. Bourjaily
Ferris S. Bourjaily
Its Director, Service Planning

DEVELOPER

By Herbert Lawson
Its Agent

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>869</u> trench feet x \$1.90 per trench foot =	\$ <u>1,651.10</u>
		<u>150</u> KVA of installed transformer capacity x \$4.00	\$ <u>600.00</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		\$ _____
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of		\$ _____
		TOTAL	\$ <u>2,251.10</u>

ATTACHMENT D

AGREEMENT NUMBER B478 J535

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

Estimated Direct Construction Cost	\$ <u>2,607.00</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>18,000.00</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	\$ _____
(See Schedule of Refunds - Attachment C)	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ _____
TOTAL PAYMENT REQUIRED	\$ <u>2,251.10</u>



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

DATE: October 5, 1978

Herbert Lawson, Inc.
21540 W. 11 Mile Road
Southfield, Michigan 48076

RE: Hidden Harbor - Step IV

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,

Walter Robinson
Service Planner

10-5-78
Date

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

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

I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground construction drawing No. A-74793 for this development is in my/our possession and will be used for this purpose.

Name Herbert Lawson

Title President

Name _____

Title _____

Date _____

THE DETROIT EDISON COMPANY

1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

January 15, 1973

MULTIPLEX CORPORATION
PO Box 139
Birmingham, Mi 48010

RE: HIDDEN HARBOR CONDOMINIUMS

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated October 26th, 1972 for the underground electric and communication services for the above named project.

Yours very truly,

Walter E. Touchie

Walter E. Touchie

Enclosure

RECORDED RIGHT OF WAY NO. 29633

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

PONTIAC, MICHIGAN 48053

September 26, 1972

RECEIPT CORPORATION
PO Box 139
Birmingham, Michigan 48011

RE: HIDDEN HARBOR CONDOMINIUM

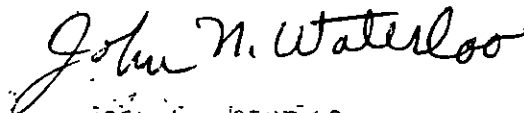
Enclosed is the original and three copies of the Agreement-Easement Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The fourth copy should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

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

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

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,



John N. Waterloo
Real Estate and R/E Dept

Enclosures

RECORDED RIGHT OF WAY NO. 29633

Send To: George Williams
302 G.O.

CONDOMINIUM

~~RECREATION~~ PROJECTS - UNDERGROUND SERVICE

1. Name of project HIDDEN HARBOR CONDOMINIUM
2. Name of developer MULTIPLEX CORP.
Address Box 139 BIRMINGHAM MICH
Phone 338-4058 (MRS GRACE BATEMAN)
3. Description of property (please attach description)
4. Primary or individual metering? INDIVIDUAL
5. When is service wanted? OCTOBER 1972 = PARTIAL A.S.A.P.
6. Will entire project be developed at one time? PROJECT EXPECTED TO BE COMPLETED IN APPROX 1 YEAR
7. Single Phase X? Three Phase _____?
8. Cable poles on property YES?
9. Customer service cable DE CO SERVICES = MULT. METERING
10. Do we furnish trenching? YES
11. Are easements all joint with Bell? YES
12. Do we need additional easement drawings from Bell? No
13. Bell Engineer DEAN WOLFE Phone 463-8515
14. Sales Representative MEL STOCKMAN Phone X-82-354

RECORDED RIGHT OF WAY NO. 29633

RANDOM ORDER
GENERAL USE
MS 77 12-53

TO Engineering Coordinator Supervisor DATE 12-11-72 TIME _____

Rdg H. Room 250 N.S.O.

RE: Underground Services - Hidden Harbor Condominiums, Chesterfield Twp,

Massab County.

Agreements and Easements obtained - OK to proceed with construction.

COPIES TO H. Stockman - Mt. Clemens Service Planning

SIGNED

John H. Metzler
John H. Metzler

Real Estate and E/M Dept

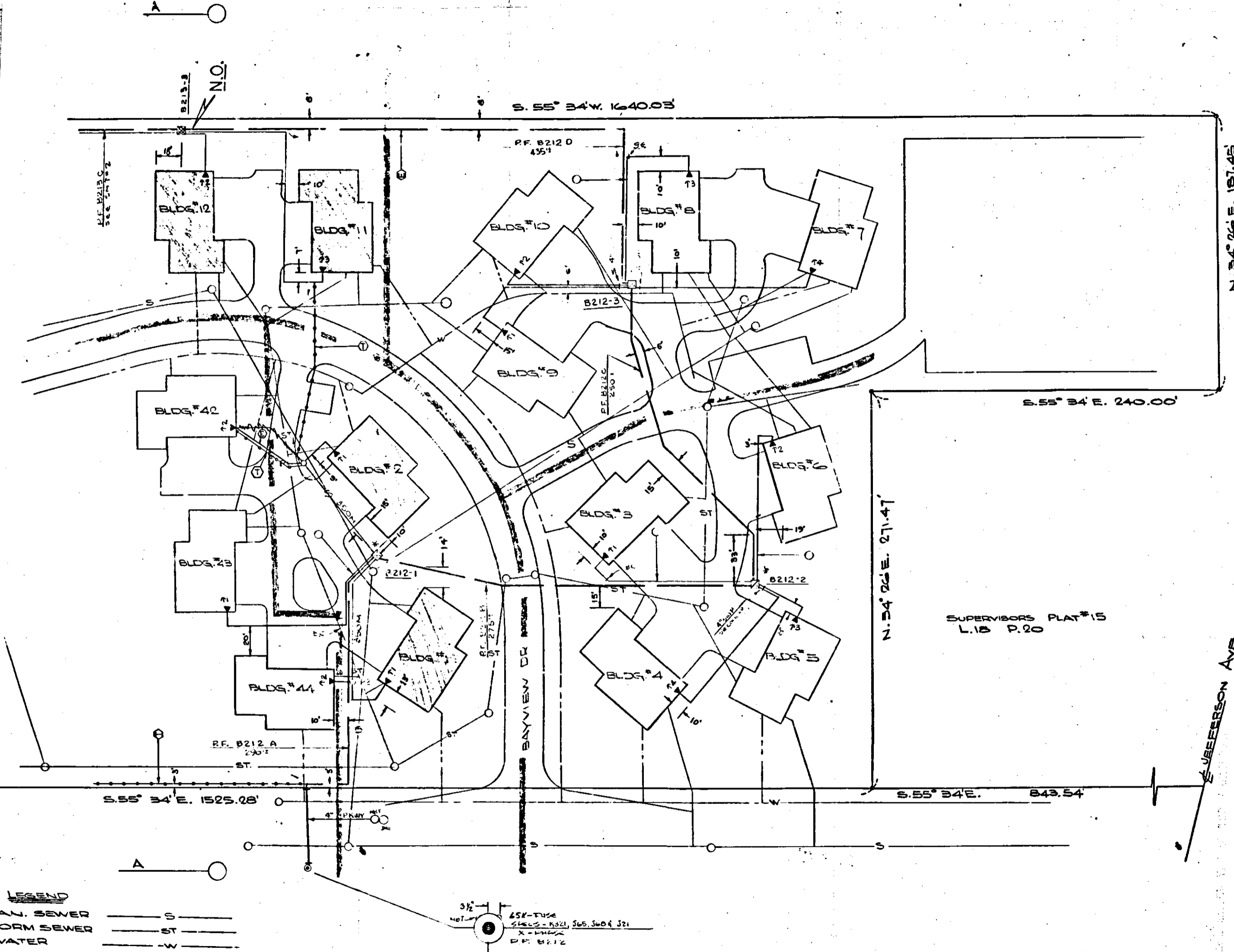
REPORT File

RECORDED RIGHT OF WAY 29683

DATE RETURNED _____

TIME _____

SIGNED _____



- ☐ UDT (DEAD FRONT TYPE)
- ☐ UDT (NON-SWITCHING - LIVE FRONT TYPE)
- ☐ UDT (SWITCHING - LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- SECONDARY TERMINAL
- CABLE POLE
- PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

TRANSFORMER DATA

NO.	SIZE	SI. NO.
B212-1	100	16411.50
" 2	50	16411.50
" 3	50	16411.50
B212-2	50	16411.50
" 1	25	16411.50
" 2	50	16411.50
" 3	50	16411.50
" 4	50	16411.50
B212-3	25	16411.50
" 1	50	16411.50
" 2	50	16411.50
" 3	50	16411.50

TRENCH SUMMARY

TYPE	LENGTH	AREA
CONCRETE	5220'	24.00'
DE CO ONLY	1210'	9.00'
WET ONLY	425'	7.00'
TOTAL	7055'	38.00'

REMARKS:
 1" SEPARATE 4'X4' HOOD (18"X25"X18")
 1" SEPARATE 4'X4' HOOD (21"X25"X18")

PERMITS REQUIRED:
 CHESTERFIELD TWP (NOTIFICATION ONLY)

NO. 367 P. 3 424
 WBT # 5143

NOTES:
 UTILITIES TO DO ALL TRENCHING & BACKFILLING.
 ALL TRENCH & CABLE LENGTHS ARE APPROXIMATE.
 DE CO. SERVICE PLANNER: MALVIN STEINBERG
 WBT REPRESENTATIVE: H. CHERMAN

176 UNITS

NOTE:
 ALL CONDUIT IS TO BE 4" PARAWAY UNLESS TAPPED.
 SECONDARY CABLE IS BIAL UNLESS TAGGED.

* INDICATES THE INSTALLATION OF WBT GROUND WIRE AT TRANSFORMER.
 INSTALL SERVICE TO SHADDED BLDGS ONLY.

STEP I
 INSTALL P.F. B212 A, B212 B, B212 C, B212 D
 P.F. B212 C
 P.F. B212 A, B212 B, B212 C, B212 D
 INSTALL TRANSFORMERS: B212-1, B212-2, B212-3
 B212-3, B212-2
 B212-1, B212-2, B212-3
 INSTALL SERVICES TO BLDGS 1, 2, 11, 12, 13, 14, 15, 16, 17, 18.

NOTE: THE LOCATION OF SECONDARY SERVICES SHOWN ON THIS SKETCH ARE NOT GUARANTEED. CONTACT THE DETROIT EDISON CO BEFORE DOING ANY EXCAVATING.

- LEGEND**
- S — SAN. SEWER
 - ST — STORM SEWER
 - W — WATER

RETURN TO
J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 1970 ORCHARD LAKE ROAD
 PONTIAC, MICHIGAN 48053

D	C	B	A	OTHER APPROVAL

"AS-INSTALLED"

C. 8025 CHESTERFIELD-13.2KV -

A

LATEST REVISION

THE DETROIT EDISON COMPANY
 SERVICE PLANNING DEPARTMENT

SCALE: 1" = 30'
 LAYOUT AND NO. U-69390

PART OF LOT 1 OF SUPERVISORS PLAT #15 LIB P. 20 SEC. 23 T. 5N. R. 4 E.

CHESTERFIELD TWP. MACOMB CO. U-69390

SHEET 1 OF 2 SHEETS

RECORDED RIGHT OF WAY NO.

29633

STEP - 4

LIBER 3235 PAGE 614

UDT NO.	SIZE	ED. STR. NO.
B 215-1	25	644-1131
2	25	1131
3	50	1132

CABLE SUMMARY

ITEM	DESCRIPTION	LENGTH	NO.
TEMP	480V 3PH 4W 3W 3W 7.3-5073	713.3	1
TEMP	480V 3PH 4W 3W 3W 7.3-5073	713.3	1
TEMP	480V 3PH 4W 3W 3W 7.3-5073	713.3	1

TRENCH SUMMARY

JOINT USE	DEPTH	LENGTH
D & E ONLY	500'-1	814'
TEL. ONLY	200'-2	100'
TOTAL	1390'-3	1513'

LIGHT ORDER NO. 78A-74793
 WORK ORDER NO. 247-852824
 NO. OF UNITS 36
 NO. OF PEDESTALS 1

NOTES

D.E. SERVICE PLANNER: WALTER BURDEAN 465-2111
 BELL REPRESENTATIVE: GERALD MCARD 465-7733

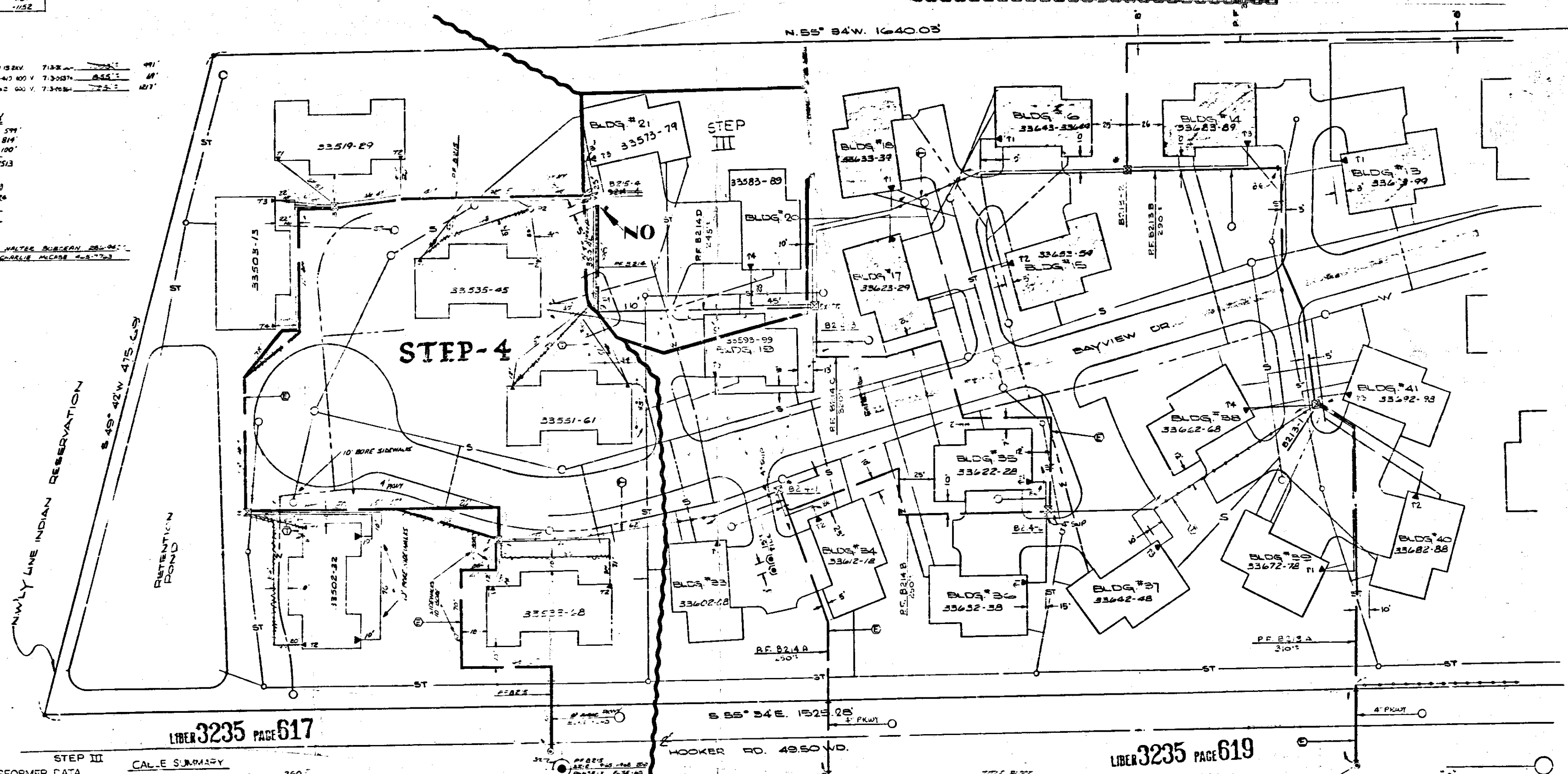


LIBER 3235 PAGE 615

NOTICE

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

LIBER 3235 PAGE 616



LIBER 3235 PAGE 617

UDT NO.	SIZE	ED. STR. NO.
B215-4	50	641-1152

CABLE SUMMARY

TARGET	LENGTH	NO.
480V 3PH 4W 3W 3W 7.3-5073	260'	1
480V 3PH 4W 3W 3W 7.3-5073	90'	1
480V 3PH 4W 3W 3W 7.3-5073	135'	1

TRENCH SUMMARY

JOINT USE	DEPTH	LENGTH
D & E ONLY	232'-2	

NOTES

D.E. SER. PLANNER: M. STOCKMAN 465-6211 EXT 354
 S. RENAUF 463-3400

NO. UNITS 5
 NO. PED. 1

LIBER 3235 PAGE 618

LIBER 3235 PAGE 619

NO.	24-74793
NO.	370764
DATE	11-17-78
TECH	M. BURDEAN
LADDER	UNION ELEC CO
SCALE	1" = 30'
DATE	7/15/78
BY	L. BURDEAN

REVISION	DATE	BY	DESCRIPTION
A	7/15/78	M. BURDEAN	REVISED TO SHOW STEP III A-74508
B	11/17/78	M. BURDEAN	REVISED TO SHOW STEP-4 78A-74793
C	11/17/78	M. BURDEAN	SHOWN AS INSTALLED IN STEP

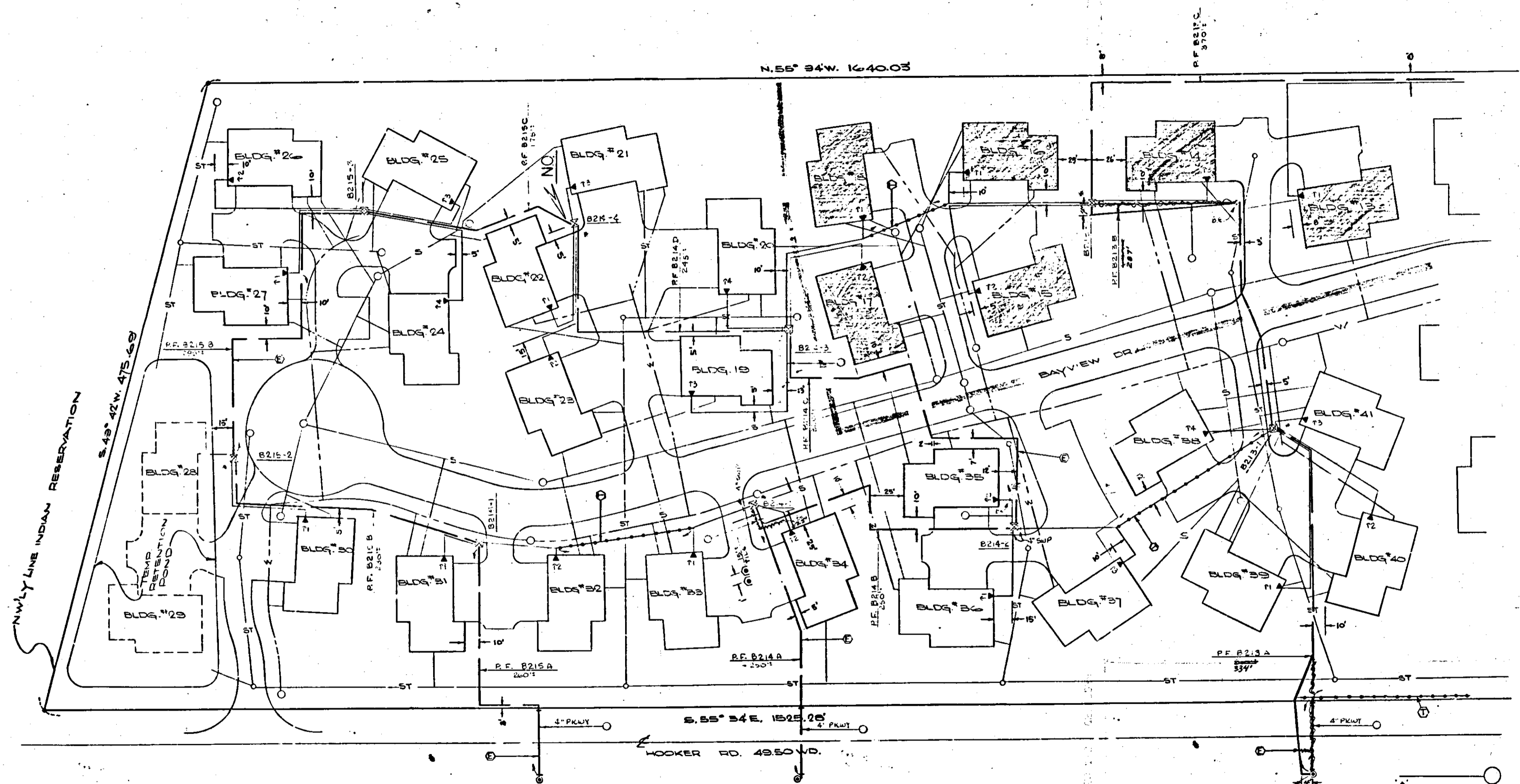
DATE	BY	DESCRIPTION
7/15/78	M. BURDEAN	DESIGNED
11/17/78	M. BURDEAN	CHECKED
11/17/78	M. BURDEAN	APPROVED

DETROIT EDISON COMPANY
 SERVICE PLANNING DEPARTMENT
 CHESTERFIELD TWP. VACUMB CO.

RETURN TO
R. R. CUNNINGHAM
DETROIT EDISON COMPANY
15600 NINETEEN MILE ROAD
MT. CLEMENS, MICHIGAN 48044

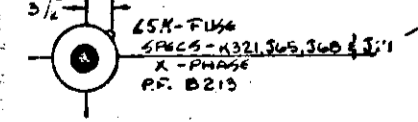
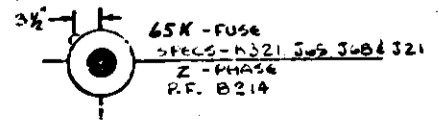
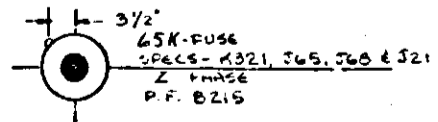
236

A

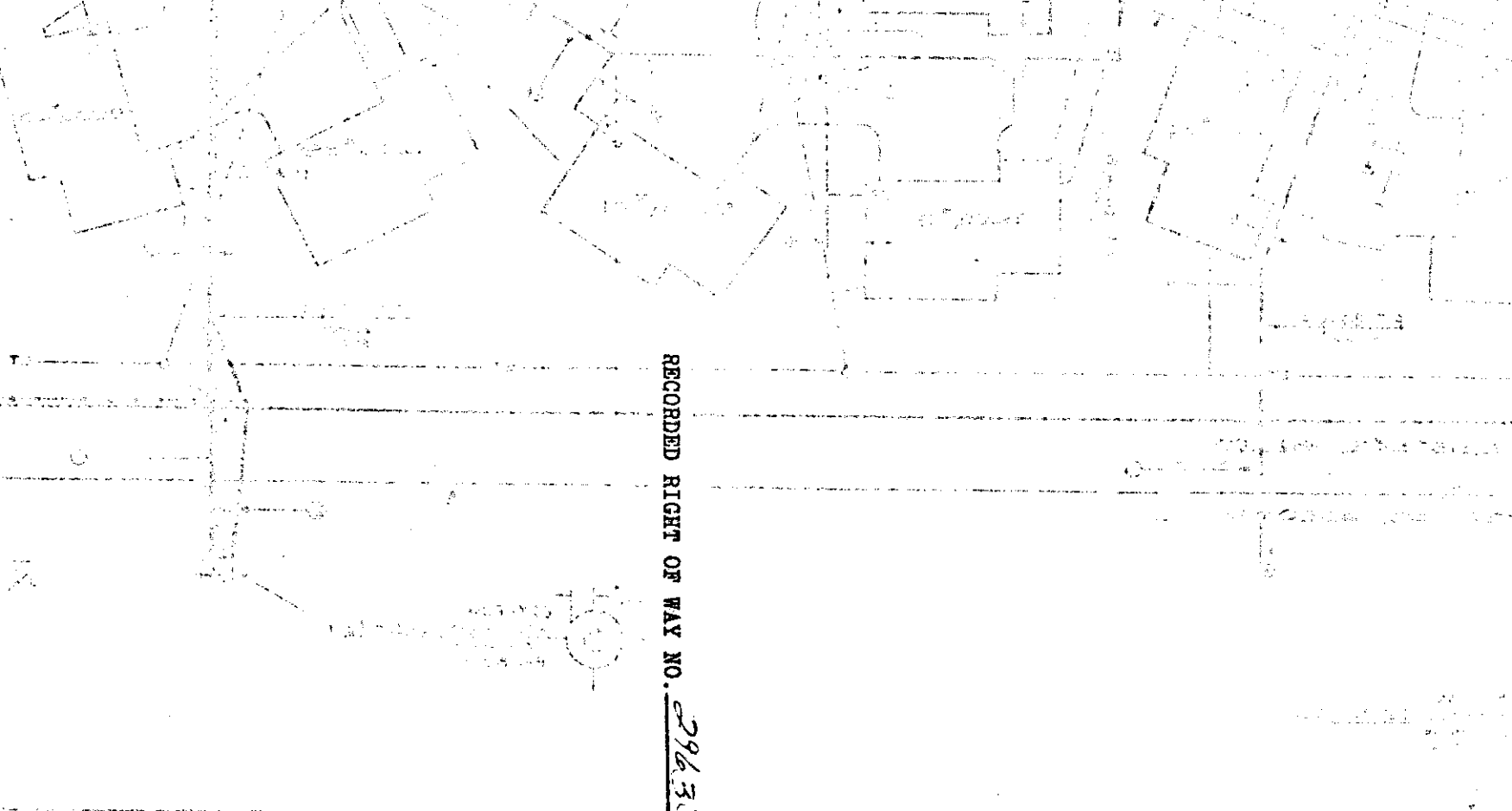


NW 1/4 LINE INDIAN RESERVATION

RETURN TO
 J. A. ROBERTSON
 THE DETROIT EDISON COMPANY
 1970 ORCHARD LAKE ROAD
 PONTIAC, MICHIGAN 48053



D REVISION				C REVISION				B REVISION				A REVISION				OTHER REVISION				DATE				STATION DIRECT BURIED SYSTEM -URD-				THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT			
AS-INSTALLED																7-16-72				HIDDEN HARBOR				SCALE 1"=30'							
																12-15-72				PART OF LOT 1 OF				LAYOUT NO. U-69390							
																12-15-72				SUPERVISORS PLAT '15' LIS P20				DRAWING NO. U-69390							
																				CHESTERFIELD TWR. MACOMB CO.				SHEET 2 OF 2 SHEETS							



RECORDED RIGHT OF WAY NO. 29633

<p>PLAT NO. 29633 RECORDED IN BOOK 128 PAGE 10</p>	<p>NO. 128-1000</p>	<p>NO. 128-1000</p>	<p>NO. 128-1000</p>	<p>NO. 128-1000</p>	<p>NO. 128-1000</p>
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