THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING

AS STIPULATED IN PARAGRAPH 7.

(LIBER 2869 PAGE 698)

198ER 3228 PAGE 828

CHATEAU MACOMB PHASE II

(A457745)

AGREEMENT - EASEMENT - RESTRICTIONS

A647968

### WITNESSETH:

	Owners are	developing	a mobile	home pa	ark in	the_	Town	ıship	o:
M	acomb	County	of	Macomb		و .	State of	Michigan,	and
described	in Appendi	x "A", attac	hed here	to and m	nade a	part	hereof,	and EDISO	N and
BELL will	install the	eir electric	and com	municati	ion fac	ilit	ies under	ground ex	cept
necessary	above group	nd equipment	; <b>.</b>						-

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility services made by the parties hereto, it is mutually 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 HELL that easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners to place survey stakes before trenching to properly indicate perimeter property lines, trailer lots and route of EDISON and BELL lines.
- (4) Owners to provide for clearing the easements of trees, stumps, and obstructions sufficiently to allow trenching equipment to operate.
- (5) Owners agree to provide adequate cabinet space or meter pedestal for a communications terminating facility of a type approved by EELL.
- (6) 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 or 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.
- (7) Owners hereby grant to EDISON and BELL easements satisfactory to the utilities for electric and communication 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 said facilities and indicating the easements by their centerlines. Easements shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance locations, as shown on "as installed" drawings are not guaranteed. Actual locations can be determined after contact with utilities.

DRAFTED BY AND RETURN TO:

M. HARTMAN, MICHIGAN BELL

DRAFTED BY: AND RETURN TO:

660 PLAZA DRIVE ROOM 1510 15

DETROIT, MICHIGAN 48226

DRAFTED BY: AND RETURN TO: MELFOND HARTMAN MICHIGAN BELL TELEPHONE CO. 20811 KELLY RD. RM. L-1 EAST DETROIT, MICHIGAN 48021

\_1.

RECORDED IN MACOMB COUNTY RECORDS AT: //: 54 M.

OCT 25 1977

CLERK - REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO.

1

## LIBER 2869 PAGE 39

- (8) EDISON and BELL shall have the right of access at all time upon premises for the purpose of constructing, repairing and maintaining their electric and communication facilities.
- (9) Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
  - (10) Easements herein granted are subject to the following restrictions:
    - Said easements shall be subject to the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
    - Cement patios or pads for trailer utility sheds shall not be placed over utility lines.
    - No shrubs or foliage shall be permitted within five (5!) feet of the front doors of transformers.
- 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 HELL 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 foregoing agreement, easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the

day and year first above written. THE DETROIT EDISON COMPA In the Presence of: Real Estate and Rights of Way Dept. C. KAT" T. KATHERINE HAYES MICHIGAN BELL TELEPHONE COMPANY GRACE CUSMANO K. H. SHELTON DIVISION STAFE ASSISTANT (Authorized Signature) d I Vartu RECORDED IN MACOMB COUNTY MELFØRD HARTMAN RECORDS AT: 9:20 A. M. CHATEAU ESTATES APR23 1980 A Michigan Co-Partnership 22525 Hall Road na Min Mt. Clemens, Michigan 48043 CLERK - REGISTER OF DEEDS MACOMB COUNTY, MICHIGAN John A. Boll, Partner

YAW

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f. Ministrell.
Ministrelli, Partner

STATE OF MICHIGAN

COUNTY OF Macomb

The foregoing instrument was acknowledged before me this date <u>October 11, 1977</u>
by John A. Boll, Partner and Joe P. Ministrelli, Partner of CHATEAU ESTATES, A
Michigan Co-Partnership.

Notary Public

Dorothy Macomb

). H

County, Michigan

My Commission Expires January 6, 1980

### APPENDIX "A"

A parcel of land located in and being a part of the south 1/2 of Section 34, Town 3 North, Range 13 East, Macomb Township, Macomb County, Michigan, being more particularly described as follows: Commencing at a point West 1678.11 feet from the Southeast corner of said Section 34; and thence extending West 1019.65 feet along the South line of said Section 34; thence North O Degrees, 6 Minutes, 30 Seconds West 2683.93 feet; thence south 89 Degrees, 57 Minutes East 28.89 feet to the center post of said Section 34; thence East 988.81 feet; thence South O Degrees, 9 Minutes East 2683.91 feet to the point of beginning and containing 62.76 acres of land, more or less.

Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

RECORDED RIGHT OF EAY NO. 3/22

	,
STATE OF MICHIGAN )	
) SS	
COUNTY OF WAYNE )	
day of o	ctobor 19 77 before me, the
on this	County, personally appeared
subscriber, a Notary Public in and 101 Bard	Tropo C Kata
Robert R. Tewkshury	Irene C. Kata
to me personally known, who being by me duly	sworn, did bey that
and	ASSISTANT SECTEDARY
POWDATE TELECON COMPANY, a corporation	organized and existing
a serial and New York, and	1 that the sear drama
of the sale	1 Sorporation, and man
area signed in hehalf of said corporation by	authority of the board of
and and	Irene C. Kata
and Robert R. Tewksbury acknowledged said instrument to be the free	act and deed of said corporation.
acknowledged park His Arment	
. 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1	1 factioning flages
My Commission Expires:  T. KATHERINE HAYES	Notary Public
Notary Public, Oakland County, Mich.	
Acting in Wayne  My Comm. Expires February 10, 1980	County, Michigan
My Commit 2-4-2	
STATE OF MICHIGAN )	
) ss	
COUNTY OF MACOMB )	
11th day of	October, 1977, before me, the
subscriber, a Notary Public in and for said	County, appeared K. H. SHELTON,
to me personally known, who being by me dul	y sworn, did say that he is
	nd for MICHIGAN BELL TELEPHONE COMPANY
DIVISION STAFF ASSISTANT authorized by a	not went was signed in behalf of said
a Michigan Corporation, and that the said i	HELLUMENTO WEST TO K. H. SHELTON
corporation, by authority of its Board of D	and dood of said corporation.
acknowledged said instrument to be the free	act and deed of Bard our
	Mach . de Hartman
My Commission Expires:	Notary/Public
	No tally more
MELFORD HARTMAN	County, Michigan
Notary Public, Wayne County, Michigan My Commission Expires July 9, 1979	



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

AGREEMENT, made this 31st day	of July	, 19 78, between The
Detroit Edison Company, hereinafter called the		<del></del>
Mr. John A. Boll		
hereinafter called the "Developer".		· · · · · · · · · · · · · · · · · · ·
WHEREAS, the Developer desires	the Company to fu	rnish a 240/120
volt secondary service to 255		lots/bunklings numbered
	in the	development known as
Chateau Macomb	Phase 2 Step 2	1
(hereinafter called the "Development") locate		
Section 34, N.W. 1/4,	Macomb	County, Michigan. If
not already so recorded, the plat of said Deve	lopment shall be rec	orded by the Developer
in the Office of the Register of Deeds of	_	Macomb County,
Michigan. The approximate location of said	underground electri	c distribution system is
shown on the Company's Department Order I		•
dated 9-19-77 , a	copy of which drav	wing is attached hereto
and made a part hereof as Attachment A.		0
	,	•
WHEREAS, the Company, pursuan	t to the applicable	Orders of the Michigan
Public Service Commission, is permitted to re		
constructing the underground electric distribute		zo. ciopor prior to
Constructing the underground electric distribution	TACE OFFICE STATES	· · · · · · · · · · · · · · · · · · ·

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

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 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.

- Upon the execution of this Agreement, the Developer will pay to the 34,567.00 . This amount is the "Total Payment Required" as Company \$ 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 Said "Total Payment" includes a nonrefundable under its line extension policy. 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 \$\frac{1.00}{2.00}\$ 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.

- 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 August 21, 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.
- 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.
- tion 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.
- 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

RECORDED RIGHT OF WAY 31227

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

1560	00	19	Mile	Road	
Mt.	C]	Leme	ens	, Michigan,	48044

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

Mr.	John A. Boll
225	25 Hall Road
Mt.	Clemens, Michigan 48043

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

Its Director, Service Planning

DEVELOPER

By Ole Rection

Its Dif. of CONSTRUCTO

#### ATTACHMENT C

#### SCHEDULE OF REFUNDS

- 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.
- Refunds under part 1 of this Attachment C shall be made without interest for a fiveyear 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

front lot feet x \$1.75 per front lot f	foot = \$
lobile Home Parks, Condominiums and Apartment H Complexes	louse
9,750 trench feet x \$1.90 per trench foot =	\$ 18,525.00
1,250 KVA of installed transformer capacit	y x \$4.00 \$ 5,000.00
As defined in Paragraph 2 of the Agreement, add nonrefundable contributions may be required where, Company's Judgment, practical difficulties exist. The tributions for these practical difficulties amount to	, in the
Where the Developer requires winter construction Paragraph 4) an additional nonrefundable contributequired in the amount of	on (see ution is \$
TOTAI	L \$ 23,525.00

#### ATTACHMENT D

AGREEMENT NUMBER B378 J444	AGREEMENT	NUMBER	в378	J444	
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# COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	<b>\$_</b> _	11,042.00
Minus - Company's Share of Cost	\$	
Refundable Line Extension Advance	\$_	11,042.00
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$_	23,525.00

TOTAL PAYMENT REQUIRED \$ 34,567.00



**DATE:** July 31, 1978

Mr. John A. Boll

22525 Hall Road

Mt. Clemens, Michigan 48043

RE: CHATEAU MACOMB PHASE 2 STEP 2

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,

Service Planner

August 1, 1978

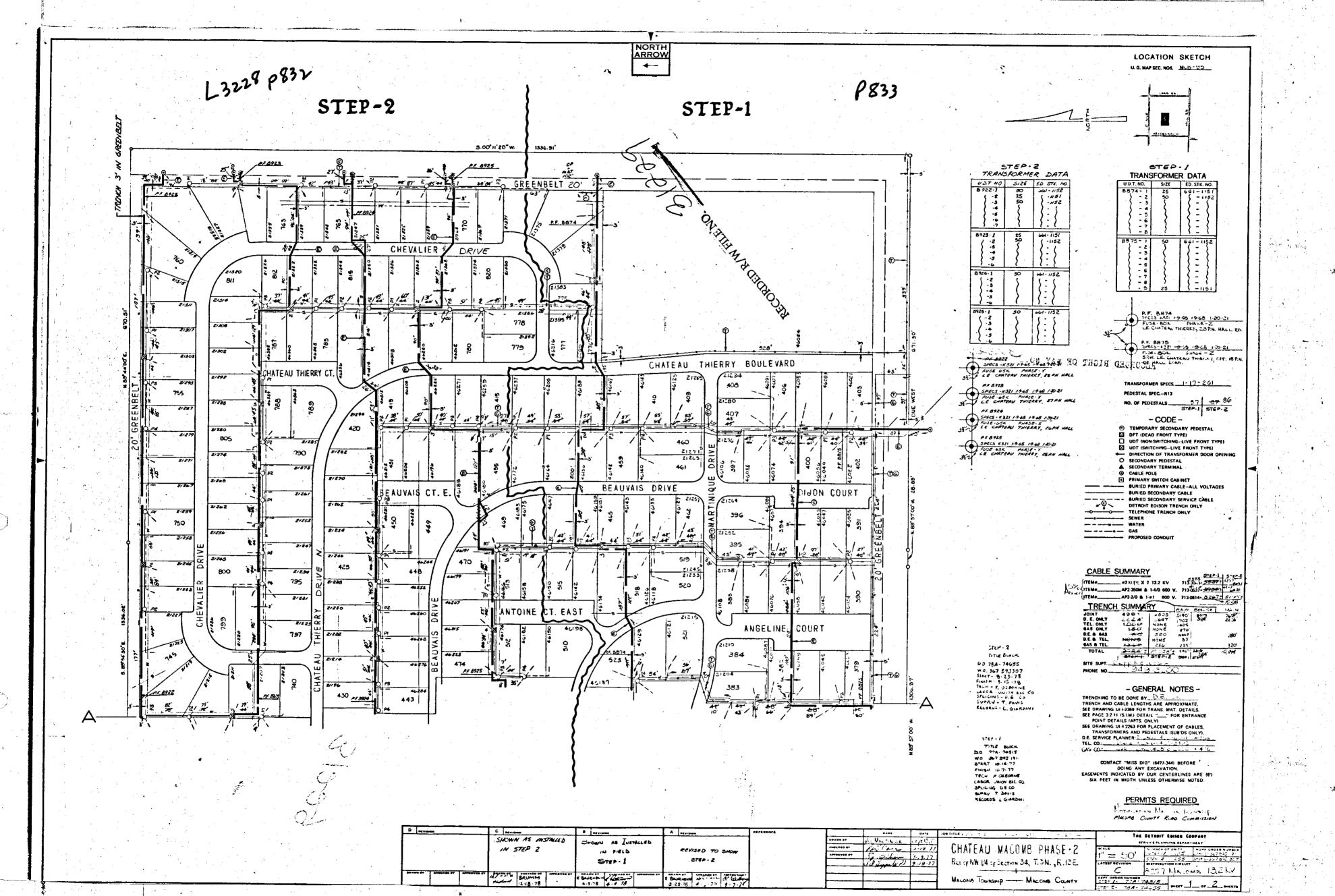
#### C-E-R-T-I-F-I-C-A-T-E

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-74655 for this development is in my/our possession and will be used for this purpose.

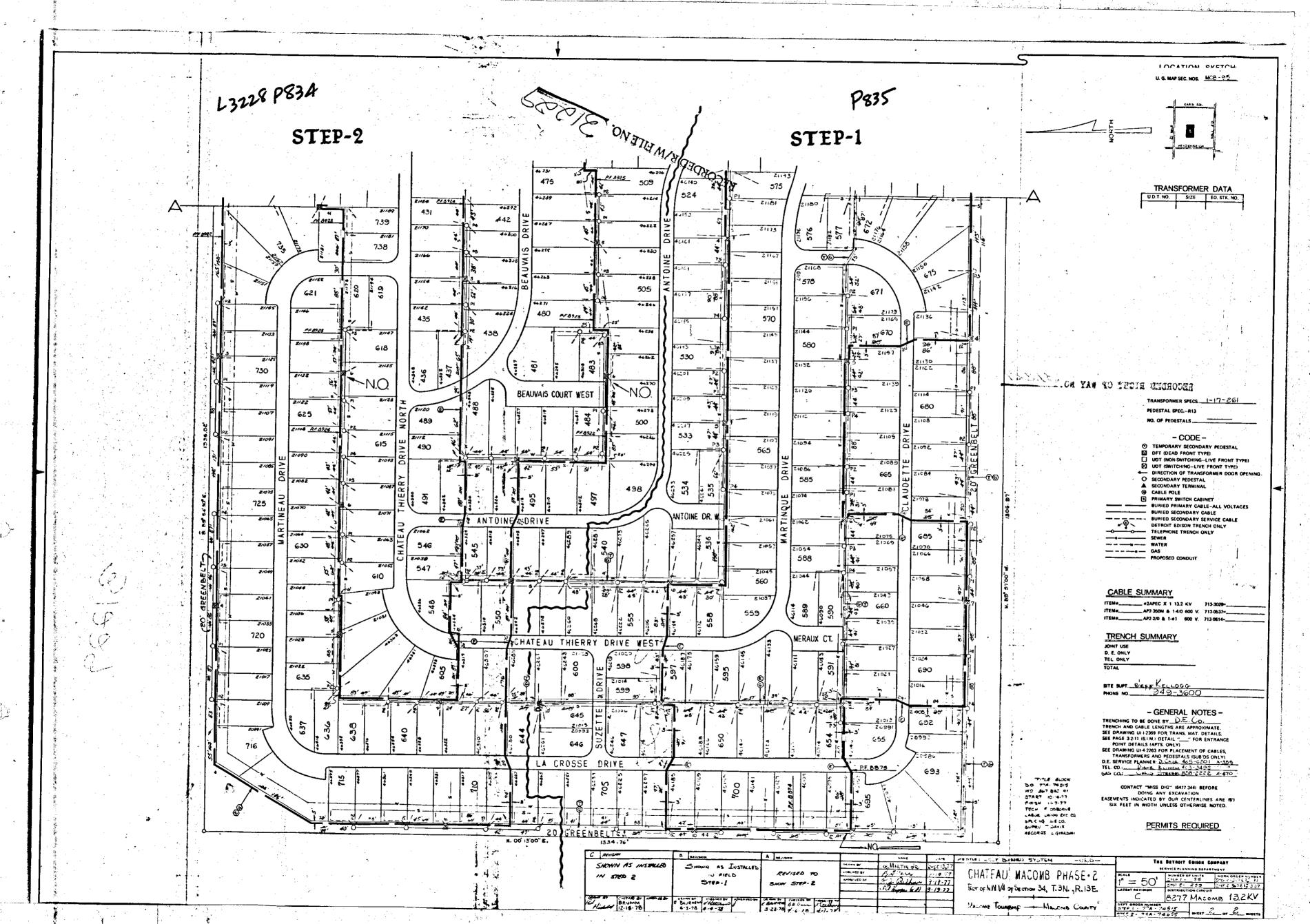
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8-7-78	
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OLA HITAWISTINGSON STA



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