80 8868 77 102713

THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4:

LIDER 7722 PAGE 281

This instrument made this day of , 19 7, 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 "EELL".

WITNESSETHA

WHEREAS, Owners are erecting apartments known as Supplymeds Arits

on :	land	in the City	of Troy, Section 28,	
`			, as described in Appendix "A",	
attached hereto and made a	part	t hereof, and HDISC	ON and HELL will install their	
electric and communication	faci	ilities underground	except necessary above ground	
courtment			- · · · · · · · · · · · · · · · · · · ·	

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, cwnership 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 EELL, 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, resurance 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 and BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and HELL 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 "as 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 accommodate 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 Orders of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- b. Owners will place survey stakes indicating building plot lines and and property lines before trenching.

DRAFTED BY AND RETURN TO:

DRAFTED BY AND RETURN TO:

M. HARTMAN, MICHIGAN BELL

DETROIT, MICHIGAN 48226

15.00

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TED BY: AND RETURN TO:

LIBER 703S PAGE

- c. No shrubs or foliage shall be permitted on Owners land within five (51) feet of front door of transformers or switching cabinet enclosures.
- 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 contructing, 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 RELL 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 assigned 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:

THE DETROIT EDISON COMPANY

Real Estate and Rights, of Way Pept.

MICHIGAN BELL TELEPHONE COMPANY

ASST: SECRETARY

RECORDED RIGHT OF WAY NO.

T. KATHERINE HAYES

CHARLES V. CLAPHAN

K. CREWHURST ひらこにて Supervisor, Right of (Authorized Signature) ...

IRENE C. KATA

£__ TMAG *ARTNERSHIP A MICHIGAN GO RAJINES DR LAKE

WILLERS LTOPELL

BRZEZINSKI

STATE OF MICHIGAN)	(LIBER 7038 PAGE 64)
) SS	BER 7722 PAGE 283
COUNTY OF WAYNE)	DER § 1 DET INCE MOS
On this 10th day of A	ugust , 1977 , before me, the
subscriber, a Notary Public in and for said	d County, personally appeared
Robert R. Tewksbury and	d Irene C. Kata
to me personally known, who being by me du Director, R/E & R/W Dept.	ly sworn, did say that they are the d Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation	on organized and existing concurrently
under the laws of Michigan and New York, a	nd that the seal affixed to said
instrument is the corporate seal of the sa	id corporation, and that said instrument
was signed in behalf of said corporation by	y authority of its Board of Directors
and Robert R. Tewksbury a	nd Irene C. Kata
acknowledged said instrument to be the fre	e act and deed of said comporation.
•	AEG a
My Commission Expires:	1. Rathern Hayer
T. KATHERINE HAYES	Notary Public
Notary Public, Oakland County, Mich, Acting in Wayne	
My Comm. Expires February 10, 1980	County, michigan
	A B. C. K. C.
STATE OF MICHIGAN)	
) SS	
COUNTY OF OAKLAND)	·
On this ITH day of	AUEUST 19 77, before me, the
	d County, appeared No BERT K- CROSHUFSI
to me personally known, who being by me du	aly sworn, did say that he is STAFF
	and for MICHIGAN HELL TELEPHONE COMPANY
a Michigan Corporation, and that the said	
corporation, by authority of its Board of	Directors, and RobeRT K. CROWHVEST
acknowledged said instrument to be the fre	
<u> </u>	
My Commission Expires:	Vouglas Koy
	Notary Public ()
-	County, Michigan
-	22 100

). DOUGLAS ROY.

Notary Public, Wayne County, Michigan
My Commission Expires January 27, 1981

STATE OF MICHIGAN

SS

LIBER 7722 PAGE 284

COUNTY OF LAND on this day of 19 before me, a

Notary Public, personally appeared to me personally known, who being by me duly sworn, did respectively say that

THET (is, are) (s) member(s) of the partnership known as WILLEUS

a Michigan co-partnership which executed
the within instrument and that the acknowledged said instrument to be the
free act and deed of the said partnership.

My Commission Expires: /- 16

Notary Public

Notary Public
SUZANNE F. SAUNDERS
Notary Public Wayne County, Mich.

My Commission Expires Jan. 16, 1980 County, Michigan

AFFENDER

DEST IN

PARCEL A

Lot 3, except that part taken for the widening of Morse Avenue and Lot 4, except the East 8.12 feet and except that part taken for the widening of Morse Avenue of "ROYAL RIDGE LITTLE FARMS" a sub. of part of the S. 5 of the N.E. 4 of Sec. 28, T.2 N.R.11 E. Troy Twp. Pakkend Co. Mich. (City of Troy) as recorded in Liber 21, Page 17 of Plats, DCR: also described as beginning at the Southwest connex of Lot 3 of "Royal Ridge Little farms" and proceeding thence along the West line of Lot 3, N. 00 degrees 47 minutes 00 seconds W. 509.77 feet; thence along a curve to the left Radius 1260.00 feet, central angle 13 degrees 29 minutes 29 seconds, an arc distance of 296.69 feet and whose chord bears S. 83 degrees 39 minutes 46 seconds E. a distance of 296.00 feet; thence N. 89 degrees 35 minutes 30 seconds E. 221.07 feet, the last two courses being along the Southerly line of Morse Avenue; thence S. 00 degrees 10 minutes 40 seconds E. 475.00 feet; thence along the S. line of Lots 3 and 4 S. 89 degrees 35 minutes 30 seconds W. 509.78 feet to the point of beginning. Containing 246,723 square feet. Subject to easements of record.

DRAFTED BY: AND RETURN TO:

Has Inuglas hoy
Michigan Bell Telephone CO.
333 STEPFENSON HYY., RM. 301.

RECORDED RIGHT OF WAY NO.

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

AGREEMENT, made this 2 day of October , 1978, between The
AGREEMENT, made this 2 day of October , 1978, between The Detroit Edison Company, hereinafter called the "Company" and Alvin-B. Rottman,
of 23659 Lake Ravines, Southfield, Michigan
hereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a SØ 120/240
volt secondary service to 6 lots/buildings numbered
volt secondary service to 1 - 6 Suppressed Apartments No. 3 in the development known as
(hereinafter called the "Development") located in Township, Range, Section 28, City of Troy, Oakland County, Michigan. If not already so recorded, the plat of said Development shall be recorded by the Developer
not already so recorded the plat of said Dayslopment shell be recorded by the Dayslopen
in the Office of the Register of Deeds of
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 # 77A-63609
dated July 25, 1977, a copy of which drawing is attached hereto and made a part hereof as Attachment A.
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 OWNERS TO A STATE OF THE ST
NOW, THEREFORE, in consideration of the mutual promises as hereinafter set
forth, the Company and the Developer agree as follows:
1. The Company, subject to the provisions of this Agreement, shall furnish,
install, own and maintain an underground electric distribution system consisting of pri-
mary 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 under-
ground 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.

- Upon the execution of this Agreement, the Developer will pay to the . This amount is the "Total Payment Required" as 4.860.00 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 \$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.

- 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 11-6-78 , 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.
- IL. 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 occuring 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	
Birmin	ngham	_, Michigan,	<u>4801</u> 0

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

Alvin B. Rottman	· · · · · · · · · · · · · · · · · · ·
23659 Lake Ravines	
Southfield, Michigan	48034

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 Alvin B. Rottman Conse Co

Aivin B. Rottman

Its Yres.

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.
- 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

front lot feet x \$1.75 per front lot foot =	\$	-0-
Mobile Home Parks, Condominiums and Apartment House Complexes		
1,620 trench feet x \$1.90 per trench foot =	\$	3,078.00
300 KVA of installed transformer capacity x \$4	.00 \$	1,200.00
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	е	-0-
Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution i		

ATTACHMENT D

AGREEMENT	NUMBER	C378J091
TICHTOTAL	TA CHITTATAL	00.000.2

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

Estimated Direct Construction Cost	
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Winus - Company's Share of Cost	
Refundable Line Extension Advance	-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	
TOTAL PAYMENT REQUIRED \$ 4.860.00	



DATE: October 2, 1978

Mr. Alvin B. Rottman
23659 Lake Ravines
Southfield, Michigan 48034
RE: Sunnymede Apartments No. 3 - City of Troy

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

Date

DTG: dp

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.

77A-63609 for this development is in my/our possession and will be used for this purpose.

	ROFE MAN COUSE CO	
Name	aprin & Potemon	
Title	Pros.	•
Name		
Title		
Date	10/18/78	
		-

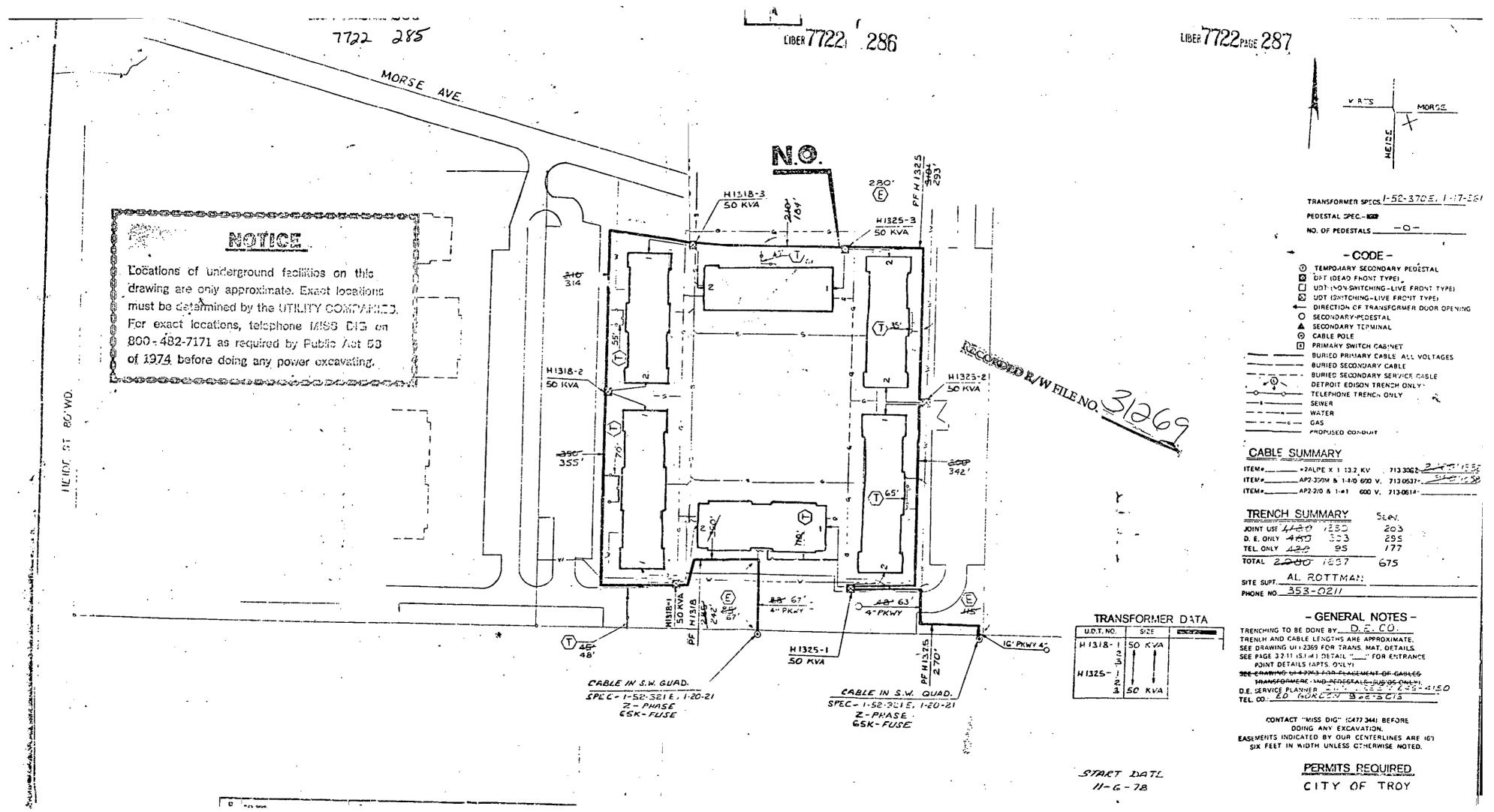
MEMORANDUM ORDER FOR GENERAL USE OF FORM MS 27 12-23	DATE 8-8-77 TIME
·	eined - OK to proceed with construction.
COPIES TO: File REPORT D. Green Service Plan	Omer V. Racine, Representative Real Estate, Rights of Way & Claims
	272 Oakland Division Headquarters
DATE RETURNED TIME	SIGNED

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RECORDED RICHT OF WAY NO 312 69

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