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ROSIN A.K.A. PINE RIDGE APTS., APARTMENTS

LIBER 7524 PAGE 479

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AGREEMENT - EASEMENT - RESTRICTIONS

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This instrument made this **3+k** day of **MARCh**, 19**78**, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

WITNESSETH:

WHEREAS, Ow	mers are erecting apartments	K.A. PINE RIDGE APTS. known as ROSIN
APARTMENTS	, on land in the city	of boatstreta
County of Oakland	, State of Michigan, as desc	ribed in Appendix "A",
attached hereto and made a	part hereof, and EDISON and	BELL will install their
electric and communication	facilities underground excep	t 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.
- 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, rearragement 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 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 Order of and the Rules and Regulations adopted from time to tame by the Michigan Public Service Commission.

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

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- 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:

L KATHERINE HAYES

THE DETROIT EDISON CCMPANY

Real Estate and Rights of Way Dept.

ASST SECRETARY

TELEPHONE COMPANY MICHIGAN BELL

Staff Subervisor, Right of Way

(authorized signature)

LIBER 7524 PAGE 481

STATE OF MICHIGAN)
COUNTY OF WAYNE)
On this 15th day of March ,19 78, before me the
subscriber, a Notary Public in and for said County, appeared Robert R. Tewksbury
and Irene C. Kata , to me personally known, who being by me duly sworn
did say they are the Director, R/E & R/W Depend 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 instru-
ment is the corporate seal of said corporation, and that said instrument was signed
in behalf of said corporation, by authority of its Board of Directors, and
Robert R. Tewksbury and Irene C. Kata acknowledged said
instrument to be the free act and deed of said corporation.
T. KATHERING HAYES Notory Outst 2: 0.11-n.; County, Mich.
Adv. 10 1980
My Commission Expires:
The state of the s
STATE OF MICHIGAN)
COUNTY OF CAKLAND)
On this 80 Tuday of MARCH, 1978, before me the subscriber,
a Notary Public in and for said County, appeared
to me personally known, who being by me duly sworn did say that he is STAFF
SUPERVISOR KIW authorized by and for MICHIGAN BELL TELEPHONE COMPANY
a Michigan corporation, and that said instrument was signed in behalf of said
corporation, by authority of its Board of Directors, and
acknowledged said instrument to be the free act and deed of said corporation.
Vid Lavalu Vay
Notary Public, OAKLAND County Michigan
,,
My Commission Expires: 27 1981

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(UBER 7164 GE 761)

WITNESSES

MARY PALACE

Betty RAE SHERMAN

SS:

LIBER 7524 PAGE 482

Richard S. Rosin

Robert M. Rosin

Sispane Rosis

Suzanne Rosin

31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

STATE OF MICHIGAN)

COUNTY OF Oakland

Personally came before me this day of March 1978, the above named Richard S. Rosin, a single man and Robert M. Rosin and Suzanne Rosin, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 12/12/79

Betty Rae Sherman

Notary Public, Wayne County, Michigan Acting in Oakland County, Michigan

APPENDIX "A"

Land in the City of Southfield, County of Oakland, State of Michigan described as:
Part of the South 1/2 of Section 20, Town 1 North, Range 10 East, City of Southfield,
Oakland County, Michigan, described as beginning at a point on the South line of
Section 20, distant South 89°53'00" Fast, 92.52 feet from the South 1/4 corner of
Section 20, Town 1 North, Range 10 East, and proceeding thence North 10°20'07" East,
97.96 feet; thence North 15°21'19" East, 47.67 feet; thence North 31°31'44" East,
59.01 feet; thence North 17°53'41" East, 70.12 feet; thence North 10°14'53" West, 32.00
feet; thence North 15°19'02" West, 67.36 feet; thence North 05°05'22" West, 78.50 feet;
thence North 23°19'18" East, 54.23 feet; thence North 14°26'59" East, 58.48 feet; thence
North 33°59'18" East, 64.38 feet; thence North 24°47'26" East, 68.98 feet; thence North
35°59'25" East, 32.02 feet; thence North 30°25'40" East, 35.42 feet; thence South 99°
22'00" East, 460.17 feet; thence along the West line of Grodon Drive, 86 feet wide,
South 00°38'00" West, 705.13 feet; thence along the South line of Section 20, North
89°53'00" West, 657.08 feet to the point of beginning, containing 405,931 square feet
or 9.31889 acres, more or less.

Prepared by: Omer V. Racine The Detroit Edison Company 30400 Telegraph Birmingham, Michigan 48010 TO JUN 1 FRI 2 0

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

AGREEMENT, made this 21 day of June , 1978, between The
Detroit Edison Company, hereinafter called the "Company" and Robert & Richard Rosin,
with offices at 31313 Northwestern, Suite 103, Farmington Hills, Michigan
hereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a 120/240 volt secondary service to lots/buildings numbered
25095 thru 25247 in the development known as
Pine Ridge Apartments
(hereinafter called the "Development") located in Township <u>IN</u> , Range <u>10E</u> , Section <u>20</u> , City of Southfield, Oakland County, Michigan. If
Section 20, City of Southfield, Oakland County, Michigan. If
not already so recorded, the plat of said Development shall be recorded by the Developer in the Office of the Register of Deeds of Oakland County, Michigan. The approximate location of said underground electric distribution system is
shown on the Company's Department Order Drawing #
dated May 27, 1978 a copy of which drawing is attached hereto and made a part hereof as Attachment A.
WHEREAS, the Company, pursuant to the applicable Orders of the Michigan Public Service Commission, is permitted to require payment from the Developer prior to constructing the underground electric distribution system.
NOW, THEREFORE, in consideration of the mutual promises as hereinafter set

forth, the Company and the Developer agree as follows:

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.

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- Upon the execution of this Agreement, the Developer will pay to the 2. . This amount is the "Total Payment Required" as 4,738.00 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 \$\frac{1.00}{0.000}\$ 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 Developer further agrees that changes in the ground surface underground facilities. 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 August 15, 1978 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.
- 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 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

30400 Telegraph	Road
Birmingham	_, Michigan,4 <u>8010</u>

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

Robert & Richard Rosin

31313 Northwestern - Suite 103

Farmington Hills, Michigan 48018

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

Leonard P. Lucas

Leonard P. Lucas

Its <u>Director. Service Planning</u>

DEVELOPER Robert & Richard Rosin

By Robert Rosin

Its Partners

By Richard Rosin

3243

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AGI	EMENT	NUMBER	C278J221
	,		

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.
- (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 connects 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	
1,580 trench feet x \$1.90 per trench foot =	\$ 3,002.00
KVA of installed transformer capacity x \$4.00	\$ 1,736.00
As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The conributions for these practical difficulties amount to	\$ -0-
Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$ -0-

ATTACHMENT D

AGREEMENT NUMBER C278J821

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

Estimated Direct Construction Cost	\$_	5,364.00
Minus - Company's Share of Cost	\$_	60,000.00
Refundable Line Extension Advance	\$_	-0-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$_	4,738.00
TOTAL PAYMENT REQUIRED	\$_	4,738.00

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

Phone 645-4378

June 7, 1979

Rosin and Rosin Mr. Jules Pierce 31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

Gentlemen:

Re: PINE RIDGE APARTMENTS

We are enclosing herewith a copy of the "as installed" Drawing No.

77A-64085 for the underground electric and communication services for the above named project.

Sincerely.

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

OVR/1s Enclosures 32438

MEMORANDUM ORBER POR GENERAL USE DE FORM HS 77 12-35	TO D. 11.	MILLER	DATE 3- 9	- 78 TIME
Re:	Underground Service	- ROSIN	APARTME	NTS.
	Agreement and Easem	ents obtained - OK	to proceed with co	onstruction.
COPIES TO FILE	MILLER Ser	rise Plomer	Omer V. Racin Real Estate.	Representative Rights of Way & Claims Division Headquarters
DATE RETURNED	TIME	SIGNI	£0	



February 21, 1978

Rosin and Rosin Mr. Jules Pierce 31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

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ROSIN APARTMENTS

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

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

Your attention is called to Paragraph No. 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 addressed to: The Detroit Edison Company, 30400 Telegraph Road, Birmingham, Michigan, 48010, Att: Omer V. Racine, Room 272.

Sincerely.

V. Racine, Representative

Real Estate, Rights of Way & Claims

OVR/1s Enclosures



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

Phone 645-4378

Gentlemen:

April 12, 1978

Rosin and Rosin Mr. Jules Pierce 31313 Northwestern, Suite 103 Farmington Hills, Michigan 48018

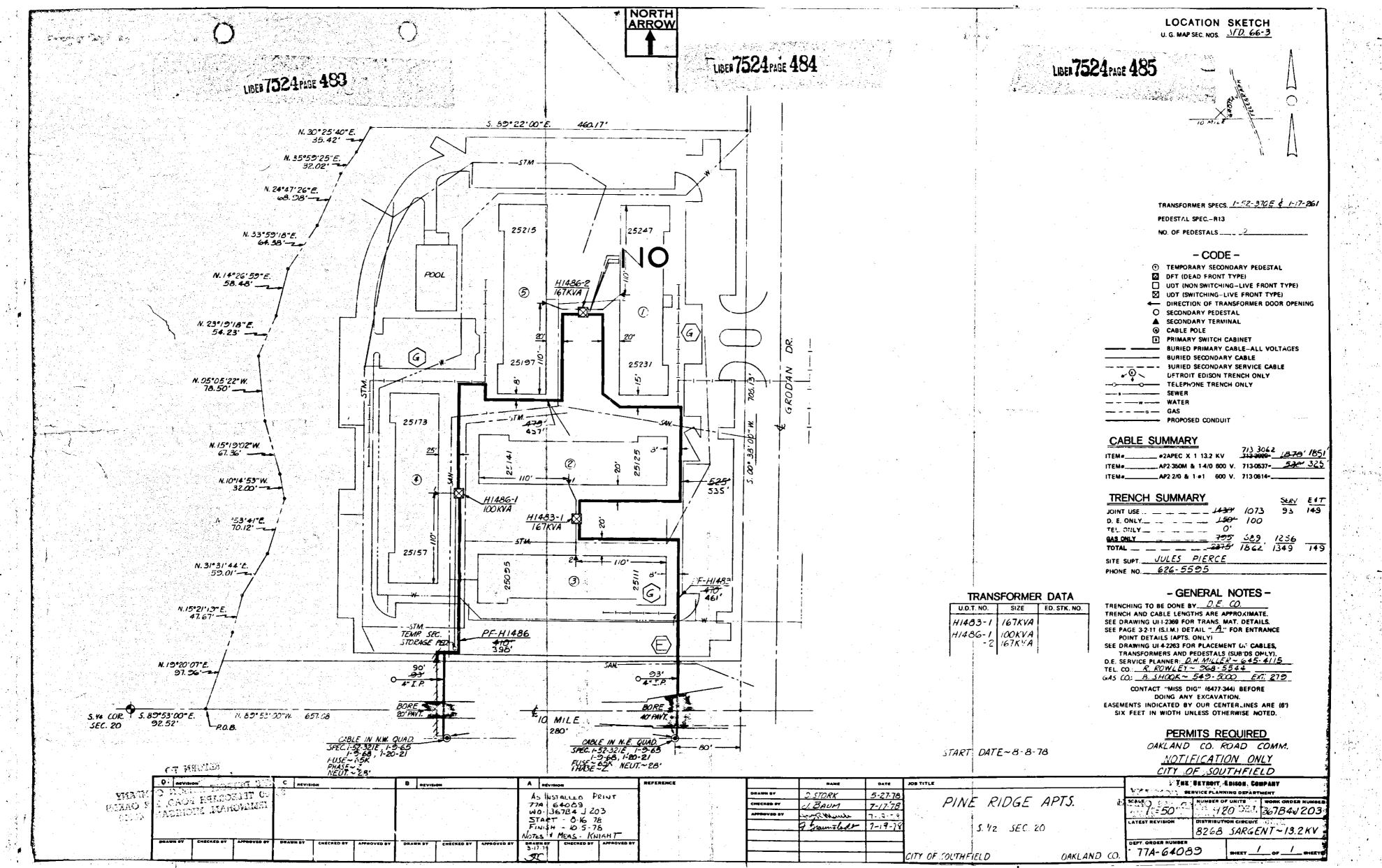
Re: Rosin Apartments

We are enclosing herewith a fully executed copy of the agreement dated March 8, 1978 for the underground electric and communication service for the above named project.

Sincerely,

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

OVR/1s Enclosures מסקקשט דיייי פיייי פיייי



BIRMINGHAM MICHIGAN 48010
30400 TELECRAPH ROAD, 272 OAKDH
DETROIT EDISON COMPANY
BIRMINGHAM MICHIGAN 48010