1003mm

AGREEMENT - BASEMENT - RESTRICTION

This instrument made this 30th day of July , 1979 by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and GENERAL TELEPHONE COMPANY, a Michigan corporation of 455 East Ellis Rd. PO Box 149 Muskedon Michigan 49443 , hereinafter referred to as GENERAL .

WITNESSETH:

WHEREAS, Owners are erecting entropy of HICHIAND

CORNERS

On land in the Township of Hichland

County of Oakland

State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and GENERAL 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.
- Orders and Rules ---Service Commission.

 (2) Owners must certify to EDISON and GENERAL 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 GENERAL, 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 GENERAL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and GENERAL 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 reimbursement shall be paid to EDISON or GENERAL 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 GENERAL 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.
 - (5) Easements herein granted are subject to the following restrictions:
 - 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.
 - b. Owners will place survey stakes indicating building plot lines and property lines before trenching.

CLERW-REGISTER OF DEEDS

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

BOOK AND CONTENTION ON BY TOURON ON BY MESSELL WAS NO WEST OF THE WAS NOT BY THE

210.3

9.00

15.00

LINES 7663 mee 83

- 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 <u>parallel</u> 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.
- g. EDISON and GENERAL 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 GENERAL 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.

on the day and year first above written.	· (.
In the Presence of	THE DETROIT EDISON COMPANY
Mayshow Klas	BY: ALL Y
MARY ANN KEOS	ROBERT R. TEWKSBURY, DIRECTOR Real Estate and Rights of Way Dept.
Darbara Ann Mader	BY: Frank M. Kelse
BARBARA ANN MAHER	FRANK M. KEHOE, VICE PRESIDENT AND SECRETARY
	GENERAL TELEPHONE COMPANY OF MICHIGAN
Thomas F. Matterworth	W. L. K. Hasie
THOMAS F. WATTERWORTH	J. R. Plaisier
	Assistant Secretary & Assistant Treasurer
S & Carelon	33 (X) <u>X</u>
L. E. GORDON	

- 2 -

DE FORM LE 24 1-71 CS

"Approved as to Form"

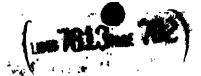
Legal Dept.

General Telephone Co. of Michigan

TOWN TO SECTION ACON.

Siz. 3&

RECORDED RIGHT OF WAY



STATE OF MICHIGAN SS. COUNTY OF WAYNE before me the subscriber, August On this 17th day of Robert R. Tewksbury a Notary Public in and for said County, appeared , to me personally known, who being by me duly sworn Frank M. Kehoe and Vice President and Secretary did say they are the Director, Real Estate and Rights of Way of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said 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 Frank M. Kehoe acknowledged said Robert R. Tewksbury and instrument to be the free act and deed of said corporation Notary Public, Wayne County, Michigan BARBARA ANN MAHER My Commission Expires: Notary Public, Wayne County, Mich. My Commission Expires June 28, 1982 STATE OF MICHIGAN SS. COUNTY OF MUSKEGON Augus t 19 79, before me the subscriber, On this 29th day of J. R. Plaisier a Notary Public in and for said County, appeared___ to me personally known, who being by me duly sworn did say that he is Ass't Secretary authorized by and for General Telephone Company of Michigan a Michigan corporation, and that said instrument was signed in behalf of said cor-J. R. Plaisier poration, by authority of its Board of Directors, and_ acknowledged said instrument to be the free act and deed of said corporation Gai() L. Brown Notary Public, Ottawa Gounty,

communication of the country of the

- 3 -

My Commission Expires: May

1783 PAGE 85 WITNESSES

Dittmar Diane A.

órge Dzul

6209 College Drive

Dearborn Heights, Michigan 48127

LIBER 7613rige 703

STATE OF MICHIGAN

SS:

COUNTY OF WAYNE)

Personally came before me this 30th day of July 1979, above named Allie F. Fayz and Wanda Fayz, 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.

Notary Public,

County, Michigan GAIL E. VINCENT

RECORDED RIGHT OF

Mark St. St. Commercial

Notary Public, Wayne County, Mich. My Comm. Expires Nov. 3, 1980

My Commission Expires: November 3, 1980

APPENDIX "A"

Part of the northeast 1/4 of Section 24, Town 3 North, Range 7 East, Highland Township Cakland County, Michigan, described as: Commencing at the North 1/4 corner of said Section 24; thence due East along the North line of said Section 240.00 feet to the point of beginning; thence continuing due East along said North line, 410.00 feet; thence due South 300.00 feet; thence due West 415.00 feet; thence North 00°57'16" East 300.04 feet to the point of beginning. Containing 2.83 acres, subject to the rights of the public or any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

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

OF MIULAL J. A. AGLIBLEON
THE DITPORT REPORT COMPANY
30400 M. I. Sales C. Sales C. Sales
1. Sales C. Sales C. Sales
2. Sales C. Sales C. Sales
3. Sales C. Sa

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 15 day of May , 19 79, between The
Detroit Edison Company, hereinafter called the "Company" and Allie F. Fayz, P.O. Box 5326, Dearborn, Michigan 48128
hereinafter called the "Developer".
whereas, the Developer desires the Company to furnish a 3\$ 120/240 volt secondary service to two secondary connection cabinets lets/buildings numbered 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, in the development known as 2948 & 2950
mightand Corners
(hereinafter called the "Development") located in Township 3N . Range /E
Section 24 , Highland Township, 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 # 77A-64348
dated April 27, 1979, 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.

- Upon the execution of this Agreement, the Developer will pay to the . This amount is the "Total Payment Required" as 2,008.00 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}{2.000}\$ 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 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 , 1979 June 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.
- II. 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.
- ground 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	
 Birmi	ngham	, Michigan,	48010

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

Allie F. Payz	
P.O. Box 5326	
Dearborn. Michigan	48128

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 Jenne House

Its Director, Service Planning

DEVELOPER AUTOF, Favo

Allie F. Vavz

Its Owner

PROGRESS ETGIT OF WAY NO.

MECORDED RIGHT OF WAY NO.

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 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 foot =	= \$0-
	ne Parks, Condominiums and Apartment House Commercial Compex	
425	trench feet x \$1.90 per trench foot =	\$ 808.00
300	KVA of installed transformer capacity $x $ \$	4.00 \$ 1,200.00
nonrefunda Company's	in Paragraph 2 of the Agreement, addition ble contributions may be required where, in the Judgment, practical difficulties exist. The co or these practical difficulties amount to	he
Paragr aph	Developer requires winter construction (see 4) an additional nonrefundable contribution the amount of	
	TOTAL	\$ 2,008.00

ATTACHMENT D

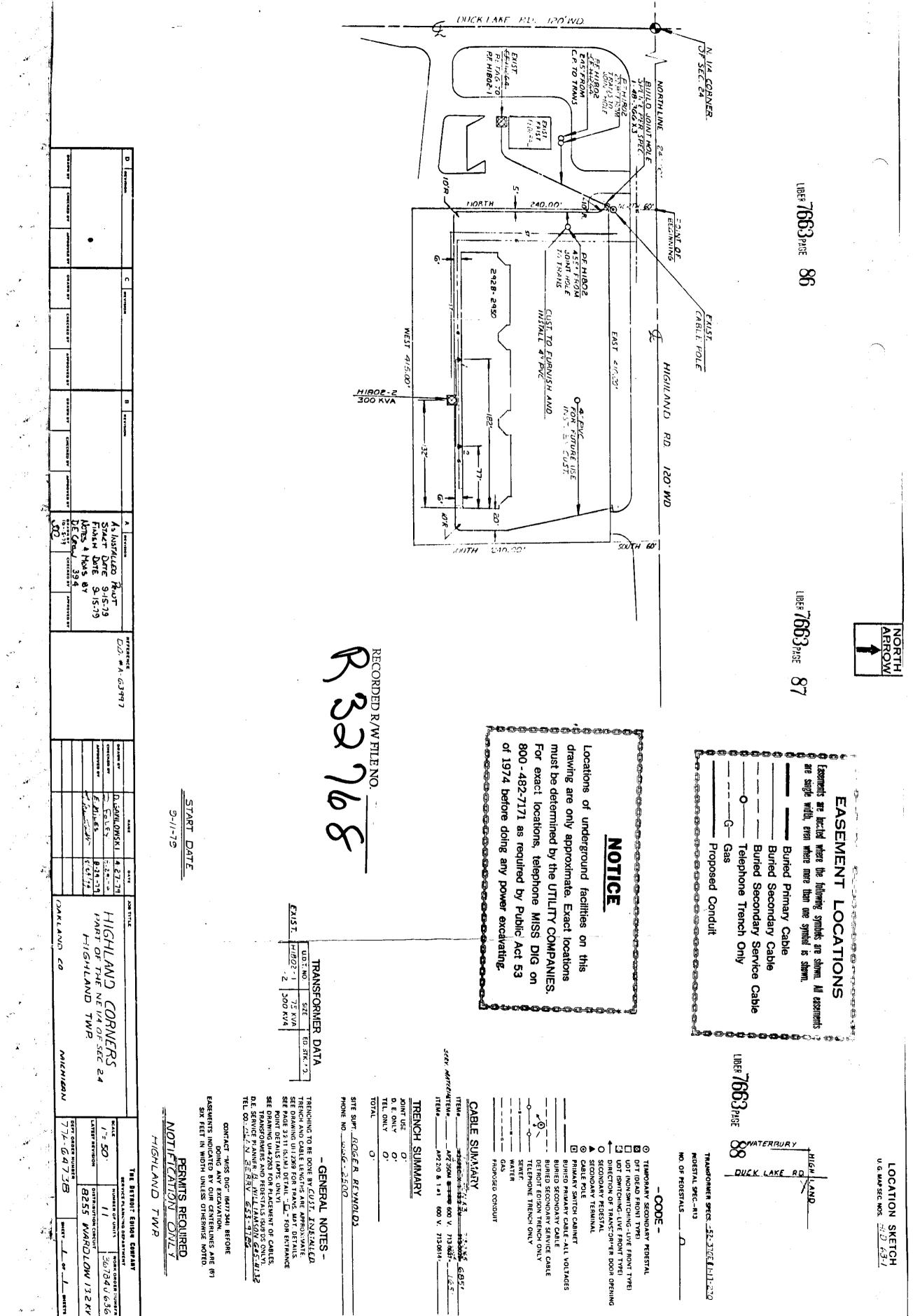
AGREEMENT NUMBER C279J471

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

Estimated Direct Construction Cost (Excludes engineering overhead administrative cost. When app cludes cost of system extensio to supply developments.)	plicable, in-	_
Minus - Company's Share of Cost. (\$500.00 for each residential un immediately served when the u ground electric distribution sys- completed.) (See B Attached)	under-	_
Refundable Line Extension Advance (See Schedule of Refunds - Atta		
Plus - Nonrefundable Contribution a Rule B-3.4 (See Attachment C)	s required by	
•	TOTAL PAYMENT REQUIRED \$ 2,008.00	

·×

DE FORM RR 11 5-73	MENTS	FOR REARY DEPTUSE	REC'D 5-22-79 No. OG	9-3
TO: U. KOBERTS	on .	Application		
DISTRICT OAKLAN	J D	Date		
We have included the following	necessary material and information:			
MATERIAL:				
A. Subdivision I. Copy of complete final p	proposed plat, or			
2. Recorded plat a. Site plan				
-	ed, title committment, contract, or title sear	rch)		•
B. Other than subdivision 1. Property description.	-			
2. Site plan.	title committment, contract with title commi	ittment, or title	e search).	
INFORMATION:	C 0 41 10	' 1		
	AND CORNERS COMM	County	OAKLAND	
City /Township/V illag e	HIGHLAND	_ Section No.	20	<u> </u>
Type of Development	Subdivision	Mobile!	Home Park	
	Apartment Complex	Other	COMM'L	
2. Name of Owner ALLI	E F. FAYZ	_ Phone No		
Address Po. Bo	x 5326 DEARB	ORN, M	ict. 48.128	
Owner's Representative 2	POBER REYNOLDS	_ Phone No	666-2500	CECORDED
3. Date Service is Wanted	MAY 28, 1979	_		
4. Entire project will be developed	oped at one time	YES	□ NO	REDIA
5. Cable poles on property .		YES	□ мо	O.F.
6. Joint easements required .		X YES	□ NO	XVA
a. Name of other utilities.	GENERAL TELEPHONE	Co.		NO
b. Other utility engineer no	imes, addresses, phone numbers: 1741	4N 13E	RRY	
7362 DAVISI	ON RD. , DAVISON, MICH	. 48423		G.
	,	_		10
_	rom overhead service	YES	№ NO	32768
	ED ON ATTCHED Du			•
8. Additional information or con	mments: BLANKET PL	<u> </u>		
				
NOTE: Trenching letter 🔲 at	tached will be submitted later	(
	Signed	Will	liamso	
	Address	SERVICE PLANNI		32



ATTACHMENT D

AGREEMENT	NUMBER	C 2 79J471
MUREEMENT	TA O MINIME	

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

Estimated Direct Construction Cost
Minus - Company's Share of Cost
Refundable Line Extension Advance
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)
MOTERAL DAVINERT PROTURED \$ 2,008.00