80

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

WOODS

ACREFMENT - RASEMENT - RESTRICTIONS

19_79 ر This instrument made this 24th May day of 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 HELL TELEPHONE COMPANY, a Michigan Corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "HELL".

WITNESSETH: Condominiums

	WHEREAS,	Owners	are	erecting	MANAKAWAKA I	known as Bloomfield Woods	_
		on	land	in the_	City	of Bloomfield Hills	
ounty of						as described in Appendix "A", and EELL will install their	
ttached i	rereto and	made	a par	t hereof,	and EDISON	and BELL will install their	

C electric and communication facilities underground except necessary above ground

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

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON and EELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and RELL are damaged by acts of negligence on the part of the Cwners 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 EELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time demage occurred.
- (4) Cwners hereby grant to EDISON and HELL 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 casements 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 property lines before transhing.

Drafted by & return-to: J. Douglas Roy

333 Stephenson Hwy: Room -301---

Troy,-MI-48084

BRATTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

RECORDED RIGHT OF WAY NO.

-1-

LIBER 7728 PAGE 852



- 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 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 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 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

Frankon Klos	By Me IC	x 500
MARY ANN KLOS	ROBERT R. TEWKSBURY, DIRECTOR	RDED
72.1	Real Estate and Rights of Way Dept.	3
Derlered on maker		
BARBARA ANN MAKER	IRENE C. KATA ASST. SECRETARY	RIGHT
	MIGHTOAN DOTT MOTONYOUS SOME LINES	OH.
La Douglas Roy	By Kill Bren	F WAY N
() I. Dadus (in)	O TKEPTH J. X REGAR	0
X Jant & Chucogest	Staff Supervisor, Right of Way (Authorized Signature)	k
STANET L. SCHRECONGOST	DLM DEVELOPMENT COMPANY	K
	A MICHIGAN CORPORATION	- 10
WITHESSES: There were		k
EY: NIME IN THEKHESE	EXE Carl Luckenbach PRES,	•
Foan Millmine W JOAN MILMINES	———— कं तथ	
TOAN MILLMINES		-
	Address: 1100 North Woodward Avenue	
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ASTRONOM ALLIN

(3pg dwg)

) SS LIBER 7728 PAGE 853 (LIBER 7566 242)

COUNTY OF WAYNE .)				
On this 7th day of June 1979 before me, the				
subscriber, a Notary Public in and for said County, personally appeared				
Robert R. Tewksbury and Irene C. Kata				
to me personally known, who being by me duly sworn, did may that they are the				
Director, Real Estate and Rights of Way and Assistant Secretary				
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently				
under the laws of Michigan and New York, and that the seal affixed to said				
instrument is the corporate seal of the 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.				
My Commission Expires: 14 14 14 14 14 14 14 14 14 14 14 14 14				
Notary Public				
BARBARA ANN MAHER Notary Public, Wayne County, Mich."				
My Commission Expires June 23, 1982 County, Michigan				
STATE OF MICHIGAN)				
) ss				
. COUNTY OF OAKLAND)				
On this 29th day of MAY, 19 72, before me, the				
subscriber, a Notary Public in and for said County, appeared KEITH J. REC. 410				
to me personally known, who being by me duly sworn, did say that he is Excit SIAFI				
A A A A A A A A A A A A A A A A A A A				
a Michigan Corporation, and that the said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and REITH J. REGALL				
AAN MARKET AND				
acknowledged said instrument to be the free act and deed of said corporation.				
My Commission Expires: Notary Public				
My Commission Expires: Notary Public				
Notary Public /				
Gaussian Mahiman				
County, Michigan				

JANET L. SCHRECONGOST

Notary Public, Macomb County, Michiga
My Commission Expires May 19, 1982

State of Michigan

LIBER 7728 PAGE 854

County of Oakland

On this 24th day of May	19 79 before me appeared
Carl Luckenbach and	
to me personally known, who being by me s	everally duly sworn, did say that they
are respectively President	and
ofDLM Development Company	a corporation created and existing
under the laws of the State of Michigan ar	ad that the said instrument was signed
and sealed in behalf of said corporation l	by authority of its Board of Directors
and the said Carl Luckenbach	and
acknowledged the said instrument to be the	free act and deed of the said
DLM Development Company	
My commission expires:	Notary Public . Therence
NANCY R. THERASSE Notary Pullin, Orliend County, Michigan My Commission Lighter March 7, 1981	County, Michigan

EXHIBIT "A"

LEGAL DESCRIPTION - PHASE I

Part of Lot 1 of "Assessor's Plat No. 3", part of the S.E. 1/4 of Section 10 and part of the N.E. 1/4 of Section 15. T2N, R10E, City of Bloomfield Hills, Oakland County, . Michigan, as recorded in Liber 51, Page 31, Oakland County Records, described as follows: Beginning at the Point of Beginning of said plat; th along the West line of said Lot 1 of said plat N 0° 31' 10" W, 20.00"; th N 89° 28' 50" E, 323.00'; th S 36° 31' 10" E, 158.00'; th S 53° 28' 50" W, 110.00'; th S 0° 31' 10" E, 133.07' to the common line of Lots 1 & 3; th 50.18' along said lot line on a curve to the left, radius 98.911, chord S 66° 561 58" W. 49.67; th 77.86' along a curve to the left, radius 138.43', chord S 36° 17' 50" W, 76.85'; th S 20° 10' 50" W, 58.75'; th S 14° 29' 40" W, 8.61' to the common line of Lots 1 & 2; th 36,00' along said line on a curve to the left, radius 111.41', chord S 80° 10' 15" W, 35.84'; th 118.92' along said line on a curve to the right, radius 367.06, chord S 80° 11' 50" W, 118.42; th S 89° 28' 50" W, 59.72' to the west line of said plat line; th N 0° 31' 10" W. 474. 28' to the Point of Beginning, containing 3. 532 acres.

ALCORDED RIGHT OF WAY NO. 3304

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

AGREEMENT, made this 3 day of July , 19 79, between The
Detroit Edison Company, hereinafter called the "Company" and DIM Development
Company with offices at 950 N. Hunter Blvd., Birmingham, Michigan hereinafter called the "Developer".
hereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a sø 120/240
volt secondary service to 12 Es/buildings numbered
1945 - 1981 Woodward & 1840 East Valley Road in the development known as
Bloomfield Woods
(hereinafter called the "Development") located in Township 2N, Range 10E
Section 10 & 15 , City of Bloomfield Hills 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 ofOaklandCounty,
Michigan. The approximate location of said underground electric distribution system is
shown on the Company's Department Order Drawing # 774-6/1728
dated May 14, 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

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

constructing the underground electric distribution system.

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

- Upon the execution of this Agreement, the Developer will pay to the . This amount is the "Total Payment Required" as Company \$ 2.338.00 This amount is the "Total Payment Required" as determined in the "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments," Attachment D, which is attached hereto and made part hereof. It is the Developer's share of the cost, after deducting the allowance for the investment which the Company is authorized to make 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 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 , the Developer will deliver to the Company scheduled for July 16 . 1979 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.
- 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
Birmingham, Michigan, 48010
Notices to the Developer shall be sent by United States mail or delivered in person to:
DLM Development Company
950 N. Hunter Blvd.
Birmingham. Michigan 48011

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.

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.
 - *A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

<u> </u>	ont lot feet x \$1.75 per front lot foot =	\$	
Mobile Home Parks, Complexes	Condominiums and Apartment House		
1,020 tre	nch feet x \$1.90 per trench foot =	\$ <u>1,938.</u>	00
KVA	of installed transformer capacity x \$4.	.00 \$ 400.	00
nonrefundable contr Company's Judgmen	graph 2 of the Agreement, additional ibutions may be required where, in the t, practical difficulties exist. The con- practical difficulties amount to	e	
	per requires winter construction (see iditional nonrefundable contribution is unt of		

ATTACHMENT D

AGREEMENT NUMBER C279J580

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

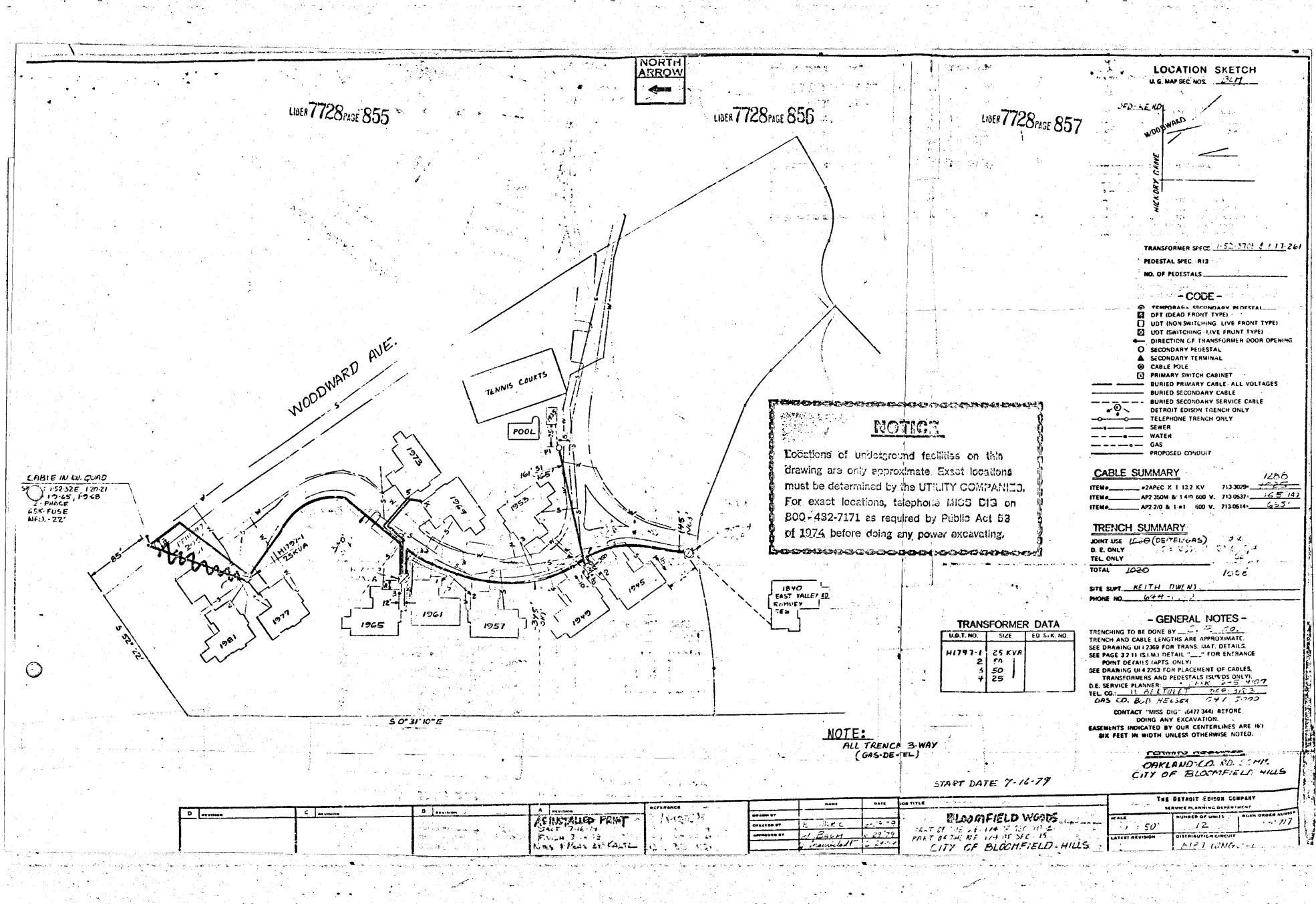
Estimated Direct Construction Cost
Minus - Company's Share of Cost\$ 4,500.00 (\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.) (See B Attached)
Refundable Line Extension Advance
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)
TOWAL DAVIEND DECLIEDED & 2 229 00



DATE: July 3, 1979		
DLM Development Company	_	
950 N. Hunter Blvd.	_	
Birmingham, Michigan 48011	_	
RE: Bloomfield Woods		
Gentlemen:		
· · · · · · · · · · · · · · · · · · ·	late for the above named project, it is necessary onstruction be determined. Work cannot start unti	
Please sign and return one copy of the Certificat	e below. You may retain the third copy for your file	
	Very truly yours,	
	SERVICE PLANNER	
•	7-5-79	
RW:dp	DATE	
CERT	IFICATE	
	etroit Edison Company that all grading in utility d facilities on the above subject development has ade.	
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-64728 will be used for this purpose.	for this development is in my/our possession and	
•	Name Carl Luckenbach Title President	

Name Title DLM Development Company

July 9, 1979



RECORDED RIGHT OF WAY NO. 33044