LIBER 5,717 PAGE 526

LIBER 7735 PAGE 778

### AGREEMENT - EASEMENTS - RESTRICTIONS

This instrument made this 13th day of August 19 71 and between the undersigned Owners of land 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 OF MICHIGAN, a Michigan corporation, of 455 E. Ellis Rd., red to as "GENERAL" P.O. Box 149, Muskegon, Michigan 49443hereinafter refer-

### WITNESSETH

Owners are developing a mobile home park in the Township , State of Michigan, and described , County of Oakland 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 services made by the parties hereto, it is mutually agreed:

- 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 \_GENERAL\_ that easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners to place survey stakes before trenching to properly indicate perimeter property lines, trailer lots and route of EDISON and GENERAL lines.
- (4) Owners to provide for clearing the easements of trees, stumps, and obstructions sufficiently to allow trenching equipment to operate.
- (5) Owners agree to provide adequate cabinet space or meter pedestal for a communications terminating facility of a type approved by GENERAL
- Owners further agree that if subsequent to the installation of the utility facilities of EDISON and <u>GENERAL</u>, 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 attirbutable 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 upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- Owners hereby grant to EDISON and GENERAL easements satisfactory to the utilities for electric and communication services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing, showing the location of said facilities and indicating the easements by their centerlines. Easements shall be six (6') feet in width unless otherwise indicated on said drawing.
- (8) EDISON and <u>GENERAL</u> shall have the right of access at all times upon premises for the purpose of constructing, repairing and maintaining their electric and communication facilities.

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

RETURN ITO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

### LIBER 5717 PAGE 527. UNBER 7735 PAGE 779

- (9) Easements herein granted are subject to the following restrictions:
- a. Said easements shall be subject to the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- b. Cement patios or pads for trailer utility sheds shall not be placed over utility lines.
- No shrubs or foliage shall be permitted within five (5') feet of the front doors of transformers.

(10) 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 forgoing agreement, easements, restrictions and covenants shall run with the land and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto and shall not be subject to termination without the consent of the utilities herein concerned.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first above written.

11/1/1 0	MPANY L	
( ), ( ), ( ), ( ), ( ), ( ), ( ), ( ),	te and Rights of Wa	y Dept
C. E. SANDFORD Secretary and Treasurer	2	•
CHATEAU ESTATES A Michigan Co-Partners 33574 Kelly Road, France By John A. Boll	Ship Ser, Michigan Partner	
Ву	Partner	RECORDED RIGI
	BYY  C. E. SANDFORD Secretary and Treasurer  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	GENERAL TELEPHONE COMPANY OF MICHIGA  BY  C. E. SANDFORD Secretary and Treasurer  XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

OF WAY NO. 332

.l.

Tanding.

RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY

30400 TOTAL CRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

STATE OF MICHIGAN )  SS.  COUNTY OF WAYNE )	LIBER 7735 PAGE 780
,	of August , 1971, before me the sub-
	or said County, personally appeared
W. C. Arnold and Lil	lian J.H. Carroll , to me known, who, being by
•	ne Director, RE & R/W Dept.and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a c	corporation organized and existing concurrently
under the laws of the states of Mi	ichigan and New York, and that the seal affixed
to said instrument is the corporat	ce seal of said corporation, and that said
instrument was signed in behalf of	said corporation by authority of its Board of
Directors, and W. C. Arnold	and Lillian J.H. Carroll acknowledged
said instrument to be the free act	and deed of said corporation.
STATE OF MICHIGAN )  OUNTY OF MUSKEGON )	Notary Public, Wayne County, Michigan RECORDED MICHIGAN My Commission Expires June 24, F972 CALLEN OF DEEDS
On this 13th day	· · · · · · · · · · · · · · · · · · ·
	or said County, personally appeared C. E. Sandford
is	he known, who, being by me duly sworn did say xbeyx
OF MICHICAN-	and Treasurer of GENERAL TELEPHONE and that the seal affixed to said instrument
is the corporate seal of said corp	poration, and that said instrument was signed
in behalf of said corporation by	authority of its Board of Directors, and
C. E. Sandford	acknowledged said instrument.
to be the free act and deed of sa	Richard J. Perry Notary Public, Muskegon county, Michigan

My Commission Expires March 4,

RETURN TO
J. A. ROBERTSON
THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

LIBER 5717 PAGE 529

LIBER 7735 PAGE 781

STATE OF MICHIGAN ) SS.

COUNTY OF MACOMA

on this 5th day of Leegue

1971, before me the subscriber,

a Notary Public in and for said County, personally appeared for the County

, Partners, doing business as/CHATEAU ESTATES, a

Michigan Co-Partnership, to me known and who executed the within instrument and

acknowledged the same to be their free act and deed for the Co-Partnership.

Notary Public, Macont County, &

My Commission Expires

FRANCES E. BARTA

Notary Public, Macomb County, Mich. My Commission Expires Feb. 15, 1975

### APPENDIX "A"

Part of the S.W. 1/4 of Section 20, T. 3 N., R. 8 E., White Lake Town-ship, Oakland County, Michigan, being more particularly described as:

Beginning at the S.W. 1/4 corner of said Section 20, thence N. 00°00' 24" W., along the West line of said Section 20, 2648.17 feet to the W 1/4 corner of said Section; thence N. 89°24'23" E., along E. and W. 1/4 line of Section 20, 2644.43 feet to the center 1/4 corner; thence S. 00°06'48" W., along the North and South 1/4 line of said Section 20, 2649.45 feet, to the South 1/4 corner of said Section 20; thence S. 89°25'57" W., along the South line of said Section 20, 2638.86 feet, to the point of beginning.

Except a parcel described as beginning at a point distant S. 89°24'23" W., 793.05 feet from the center 1/4 corner of said Section 20; thence S. 00°35'37" E., 380.00 feet; thence S. 89°24'23" W., 132.00 feet; thence N. 00°35'37" W., 380.00 feet; thence N. 89°24'23" E., along the E and W 1/4 line of said Section 20, 132.00 feet to the point of beginning. Parcel contains 159.472 acres, more or less. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

PREPARED BY: Peter A. Marquardt 2000 Second Avenue Detroit, Michigan 48226 RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY

30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

RETURN TO: James C. Wetzel 2000 Second Avenue Rm. 226
Detroit, Michigan 48226

(Consideration less than \$100.00)

RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY
1970 ORTHARD LAKE ROAD
PORTIAC, MICHIGAN 48053

RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY
30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

ď,

Send to: Stephen A. McNamee

226 G.O.

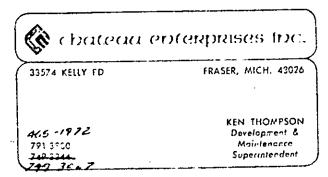
MOBILE	COURT	PROJECTS -	UNDERGROUND	SERVICE

$\mathcal{A}$	MOBILE COURT PROJECTS - UNDERGROUND SERVICE
J1.	Name of Developer CHATENU ESTATES, INC.
2.	Name of Developer CHATENU ESTATES, INC
	Address 33 574 MELLY Rd. FRASER MIEM 48-2
	Phone 465 - 1972
3.	Description of Property (please attach description)
4.	Is OPL lighting to be installed?  Yes  No
5.	When is service wanted? As A PA:

- Will entire project be developed at one time?
- X ? Three Phase?\_\_\_\_\_ Single Phase
- Cable poles on property? yes
- Customer service cable? NO
- Do we furnish trenching?  $\frac{\sqrt{cs}}{c \cdot r}$
- Are easements all joint will Bell? YES with G.T 11.
- 12. Are TV cables to be installed in our trench? Yes
- G 7 Bell Engineer HERB BARNES Phone 265-810 1 13.
- Sales Representative Fd BLARK

  F. Wolfer

  J. Verhey



### 33211

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

AGREEMENT, made this 11 day of June , 19 78, between The
Detroit Edison Company, hereinafter called the "Company" and Chateau White Lake,
with offices at 22525 Hall Road, Mount Clemens, Michigan
nereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a 120/240
volt secondary service to 53 lots/buildings numbered
507 through 560 in the development known a
Chateau White Lake - Phase V
hereinafter called the "Development") located in Township 3N , Range 8E
Section 20, White Lake Township, Oakland County, Michigan. I
not already so recorded, the plat of said Development shall be recorded by the Develope
n the Office of the Register of Deeds of Oakland County
Michigan. The approximate location of said underground electric distribution system i
shown on the Company's Department Order Drawing # 77A-64233
lated June 5, 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

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 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 6.360.00 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}{2.00}\$ per trench foot for the
  portion of the said system installed during the period beginning December 15 and ending
  March 31, both inclusive, unless the Developer has signed this Agreement and paid the
  Total Payment Required, Attachment D, prior to November 1.
- 5. The Developer will provide to the Company, easements six feet (6') in width for the installation of the underground electric distribution system, which will be subsequently platted or provided by a separate easement instrument. Said easements shall include, but not by way of limitation, right of way for streetlighting in the Development by means of underground facilities.
- 6. The further maintenance of the underground electric distribution system in the proposed easements does not include repair of damage to said system caused by the Developer, its contractors, agents, employees, successors and assignees. If such damage should occur to said system, Developer will reimburse the Company for all costs arising out of any such damage.
- 7. Developer agrees that community antenna systems or other cable systems will not be installed in the same trench with Company and telephone cables without a separate written agreement.

- The Developer shall provide, at no expense to the Company, rough grading (within four inches of finished grade) so that the underground electric distribution system and the streetlighting cables, if any, can be properly installed in relation to the finished grade level. After rough grading, the Developer shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the Development. Developer shall also install and maintain final grade stakes along the route of the trench and at the location of all above grade equipment. Developer agrees that the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility will thereafter be maintained at a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been July scheduled for , 1978 , the Developer will deliver to the Company an executed Certificate of Grade certifying the completion of grading in accordance with the foregoing and Developer's payment in the amount specified as "Total Payment Required" on said Attachment D.
- 9. If the Company, in its sole judgment, determines that all of the customers (or their equivalent) upon which the "Company's Share of Cost" (Attachment D) is based, will not be prepared to receive electric service upon the expected date of completion of construction of the underground electric distribution system, the Company may, upon written notice of the Developer, postpone commencement of construction of said system and delay the date electric service will be available to the Developer. Construction of the underground electric distribution system will begin when the Company, in its sole judgment, determines that all of such customers will be prepared to receive electric service on or before the date of the anticipated completion of the construction of the said system. In the event of such postponement by the Company, the Developer may upon five (5) days written notice to the Company, terminate this Agreement. In the event of such termination, the Company will refund, without interest, all payments made by the Developer hereunder.
- by the Developer arising out of the Company's inability to perform its obligations under this Agreement, where such inability arises from an event of Force Majeure. As used in this Agreement, the term Force Majeure shall include, but not be limited to, weather, labor disputes, unavailability of materials, equipment and supplies, strikes, sabotage, acts of the Developer, or any event not within the control of the Company, and which, by the exercise of reasonable diligence, the Company is unable to prevent.
- tion and operation of the underground electric distribution system, shall be subject to such of the Company's Standard Rules and Regulations as may be applicable, including, but without limitation, Rule B-3.3, entitled "Extension of Service" and Rule B-3.4, entitled "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occurring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede the affected terms and provisions hereof.
- 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.

- 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.
- 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:

Chateau White Lake				
22525 Hall Road				
Mount Clemens, Michigan	48044			

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.

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.

Director, Service Planning

DEVELOPER

Ol Willows

### ATTACHMENT C

### SCHEDULE OF REFUNDS

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

### COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

	front lot feet x \$1.75 per from	nt lot foot =	\$	-0-
Mobile Home Complexes	Parks, Condominiums and Aparts	ment House		
2,505	trench feet x \$1.90 per trench	foot =	\$	4,760.00
400	_ KVA of installed transformer o	eapacity x \$4.00	\$	1,500.00
nonrefundable Company's Ju	n Paragraph 2 of the Agreemen e contributions may be required adgment, practical difficulties ex these practical difficulties amou	where, in the ist. The con-	\$_	-0-
	Developer requires winter cons an additional nonrefundable co ne amount of		\$	-0-
,		TOTAL	¢	6,360,00

### ATTACHMENT D

AGREEMENT	NUMBER	C278J867

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

Estimated Direct Construction Cost	\$ 7,515.00
<pre>administrative cost. When applicable, in- cludes cost of system extensions required to supply developments.)</pre>	
Minus - Company's Share of Cost	\$ 2,000.00
Refundable Line Extension Advance	\$ -0-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 6,360.00
TOTAL PAYMENT REQUIRED	\$ 6,360.00

2000 Second Avenue Detroit, Michigan 48226 (313) 237-8000

DATE: July 11, 1978

Chateau White Lake

22525 Hall Road

Mount Clemens, Michigan 48044

RE: Chateau White Lake - Phase V

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,

The Control Service Planner

7-13-78

Date

TW: 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-64233 for this development is in my/our possession and will be used for this purpose.

Name	exclos	
Title	Did Count	
Name		
Title		
Date	7-25-78	

RECORDED RIGHT OF WAY NO

## RECORDED RIGHT OF WAY NO.

### THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit , Michigan 48226

Date May 16, 1974

Mr. Jeff Kellogg		
1000 Unive	rsity Driv	e
Rochester,	Michigan	48063

Regarding Chateau White Lake - Phase IV

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on December 18, 1973.

The cost to you for said electric line installation is \$ 7,800.00 ased on 3,900 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

### THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

### DETROIT, MICHIGAN 48226

Date: May 16, 1974

Mr. Jeff Kellogg	
1000 University Drives	
Rochester, Michigan 48063	
Re: Chateau White Lake - Phase IV	·
Gentlemen:	
Pursuant to establishing a field construction be determined. Work cannot In addition, you must agree to pay all cost not to exceed per linear one  Please sign and return three copies of retain the fourth copy for your file.  second	tions of the grade in the area of winter until this is accomplished. From the charges if involved, at a foot of trench.
second	Very truly yours,
FEW: dp	Hank E. Wallis Service Planner 5-/6-74
	Date
C-E-R-T-I-F-I-C-A	-т-Е

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, the undersigned, agree to pay all frost charges if involved, at a price not to exceed that shown above and 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.  $\underline{A63661}$  for this development is in my/our possession and will be used for this purpose.

Signed Cle Kellogg	
Signed	
Constance Top Superintende	3-12
5/16/74	
Date	

DE FORM PL 110 10-71

Page 2
The Detroit Edison Company
Date May 16, 1974

Chateau White Lake - Phase IV

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

one

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

second

FEW: dp

Date

Very truly yours,

ACCE P	TED:	
Name	CG Fellogs	·
Title	CONSTRUCTION	Superintensant
Name		
Title		
	s-/./a	

### THE DETROIT EDISON COMPANY

2000 Second Avenue Detroit, Michigan 48226

Date: May 16, 1974

Mr.	Jeff Kellogg
100	O University Drive
Roc	hester, Michigan
Re:_	Chateau White Lake - Phase IV

Gentlemen:

Pursuant to our previous agreement with you relative to underground service to the above project, you have requested that all service laterals be installed in conjunction with the main underground feeder lines.

You have agreed that all metering pedestals will be installed and existing at the time work begins on this project.

Based upon the above agreement, The Detroit Edison Company will install the service laterals at the time of the installation of the main feeder cables, and the charge to you will be  $\frac{3}{156.25}$  for  $\frac{2,525}{1000}$  feet of service lateral trench. The trench feet for these service laterals will be established as the straight line distance from the main line trench to your metering pedestal. We will require full payment of these charges prior to energizing the system.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Page 2
The Detroit Edison Company
Date May 16, 1974

Chateau White Lake - Phase IV

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

000

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

second

FEW: dp

Date

Very truly yours,

ACCE P		•
Name	Ca Fellogs	
Title	CONSTRUCTION	SuperinteNOANT
Name		
Title		•

### THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Date: May 16, 1974

Mr.	Jeff Kellogg	
100	O University Drive	
Roc	hester, Michigan	
Re:_	Chateau White Lake - Phase IV	

Gentlemen:

Pursuant to our previous agreement with you relative to underground service to the above project, you have requested that all service laterals be installed in conjunction with the main underground feeder lines.

You have agreed that all metering pedestals will be installed and existing at the time work begins on this project.

Based upon the above agreement, The Detroit Edison Company will install the service laterals at the time of the installation of the main feeder cables, and the charge to you will be \$ 3,156.25 for 2,525 feet of service lateral trench. The trench feet for these service laterals will be established as the straight line distance from the main line trench to your metering pedestal. We will require full payment of these charges prior to energizing the system.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Page 2
The Detroit Edison Company
Date May 16, 1974

Chateau White Lake - Phase IV

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Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

FEW:dp

Hrank EWalls
Service Planner

ACCEPTED:

Name Ol Killoge

Title CONSTRUCTION Sugar NOTE 13 - AND

Name

Title

Date 5/16/74

### RECORDED RIGHT OF WAY NO.

### THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

### DETROIT, MICHIGAN 48226

Date: November 14, 1972

Mr. Renneth Thompson				
100	O Unive	rsity	Driv	e
Roc	hester.	Michi	gen	48063

Re: Chateau-White Lake Mobile Home Park

Gentlemen:

Pursuant to our previous agreement with you relative to underground service to the above project, you have requested that all service laterals be installed in conjunction with the main underground feeder lines.

You have agreed that all metering pedestals will be installed and existing at the time work begins on this project.

Based upon the above agreement, The Detroit Edison Company will install the service laterals at the time of the installation of the main feeder cables, and the charge to you will be \$\frac{1}{220.90}\$ for \frac{976}{600}\$ feet of service lateral trench. The trench feet for these service laterals will be established as the straight line distance from the main line trench to your metering pedestal. We will require full payment of these charges prior to energizing the system.

If adverse soil or field conditions such as rock or frozen ground are encountered, and you require us to trench through, additional charges will be assessed and billed at a later date.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

### Chateau-White Lake Mobile Home Park

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Hind E. Wallis Service Planner

ACCEPTED:

Name The Thymne

Title Const Director

Name

Title

Date 12/7/72

FW/dp

### THE DETROIT EDISON COMPANY

2000 Second Avenue
DETROIT, MICHIGAN 48226

Date November 14, 1972

Mr. Kenneth Thompson		
1000 Unive	rsity Driv	e
Rochester,	Michigan	48063

Regarding Chateau-White Lake Mobile Home Park

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on October 12, 1972

The cost to you for said electric line installation is \$12,200.00 ased on 6,100 trench feet or 0 lot front feet. Extra charges in addition to the above will be \$ 0 as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 2
The Detroit Edison Company
Date November 14, 1972

### Chateau-White Lake Mobile Home Park

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Service Planner

ACCEPTED:

Name //

Name

Title

Date 12/7/72

FW/dp

# RECORDED RIGHT OF WAY NO. 332/

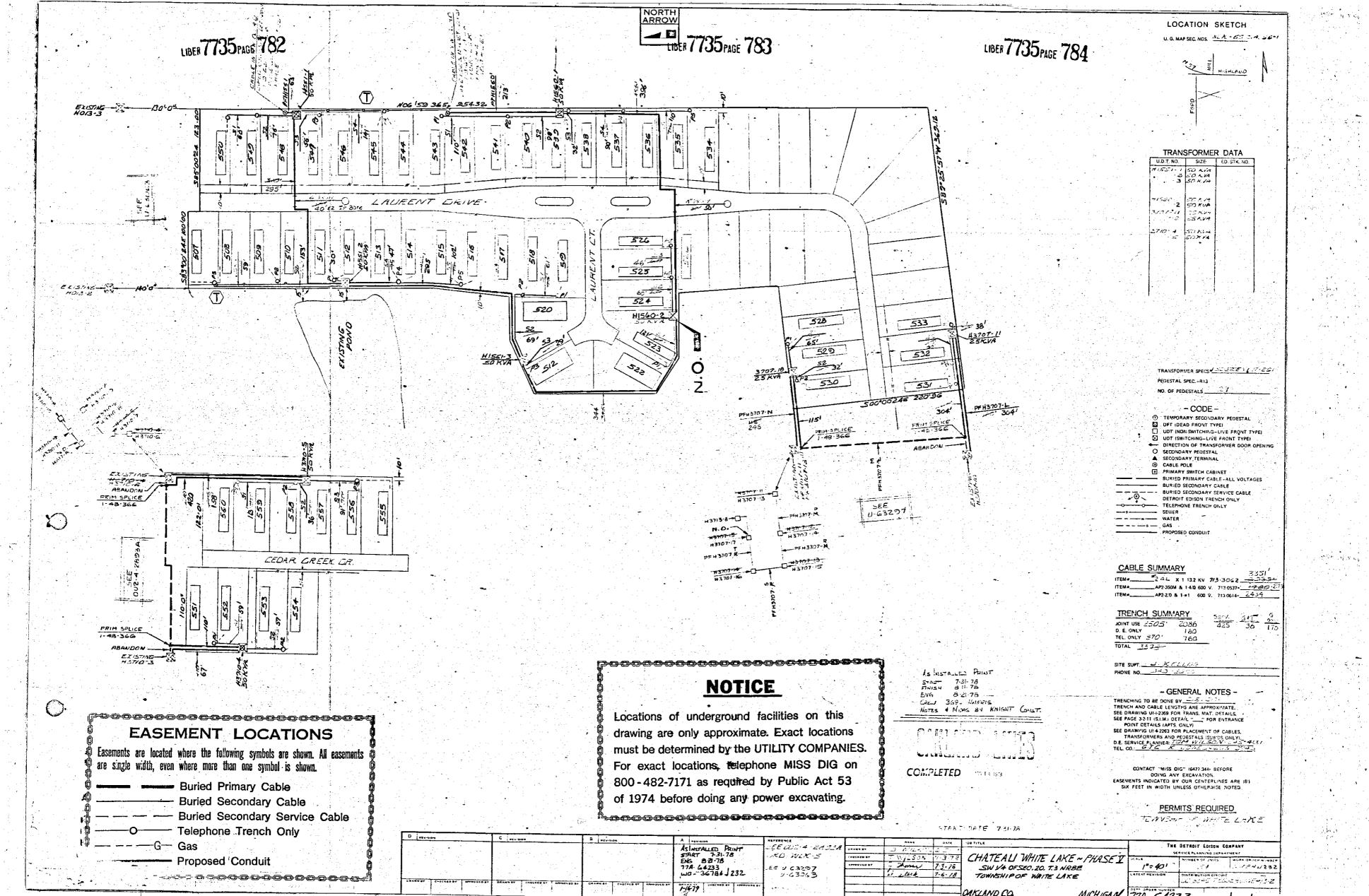
### THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

### DETROIT, MICHIGAN 48226

Date: November 14, 1972

700	O University Drive
	hester, Michigan 48063
Re:	Chateeu-White Lake Mobile Home Park
Gent1	emen:
it is deter field winte	ant to establishing a field construction date for the above named project, necessary that the conditions of the grade in the area of construction be mined. Work cannot start until this is accomplished. In addition, if the construction is done during the period of December 15 through March 31, r construction charges will be assessed. These charges are \$1.00 inear foot of trench.
	e sign and return three copies of the certificate below. You may retain the h copy for your file.
	Very truly yours,
	Service Planner
	<u>12-7-72</u> Date
	C-E-R-T-I-F-L-C-A-T-E
in ut	the undersigned, hereby certify to The Detroit Edison Company that all grading ility easements and/or the routes of the underground facilities on the above ct development has been completed within four(4) inches of final grade.
price the leachie	the undersigned, agree to pay all winter construction charges if involved, at a not to exceed that shown above and further agree that a stake will be placed at ocation of each piece of above grade equipment, indicating the final grade to be ved. A copy of The Detroit Edison Company underground construction drawing No.  17 for this development is in my/our possession and will be used for this purpos
	Minimo Signed
FW/d	
	N1 CDAC

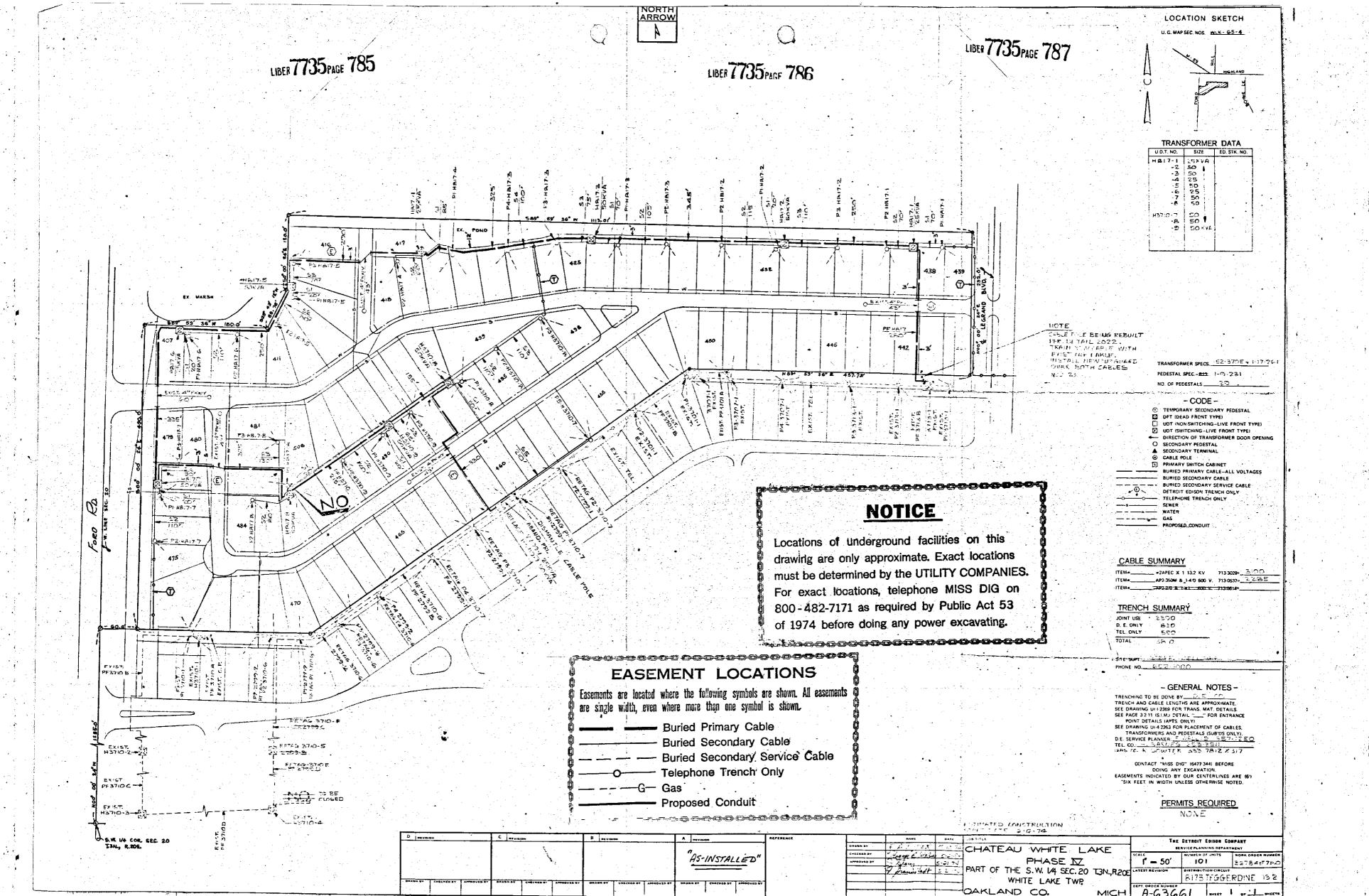


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BIRMINGHAM, MICHIGAN 48010

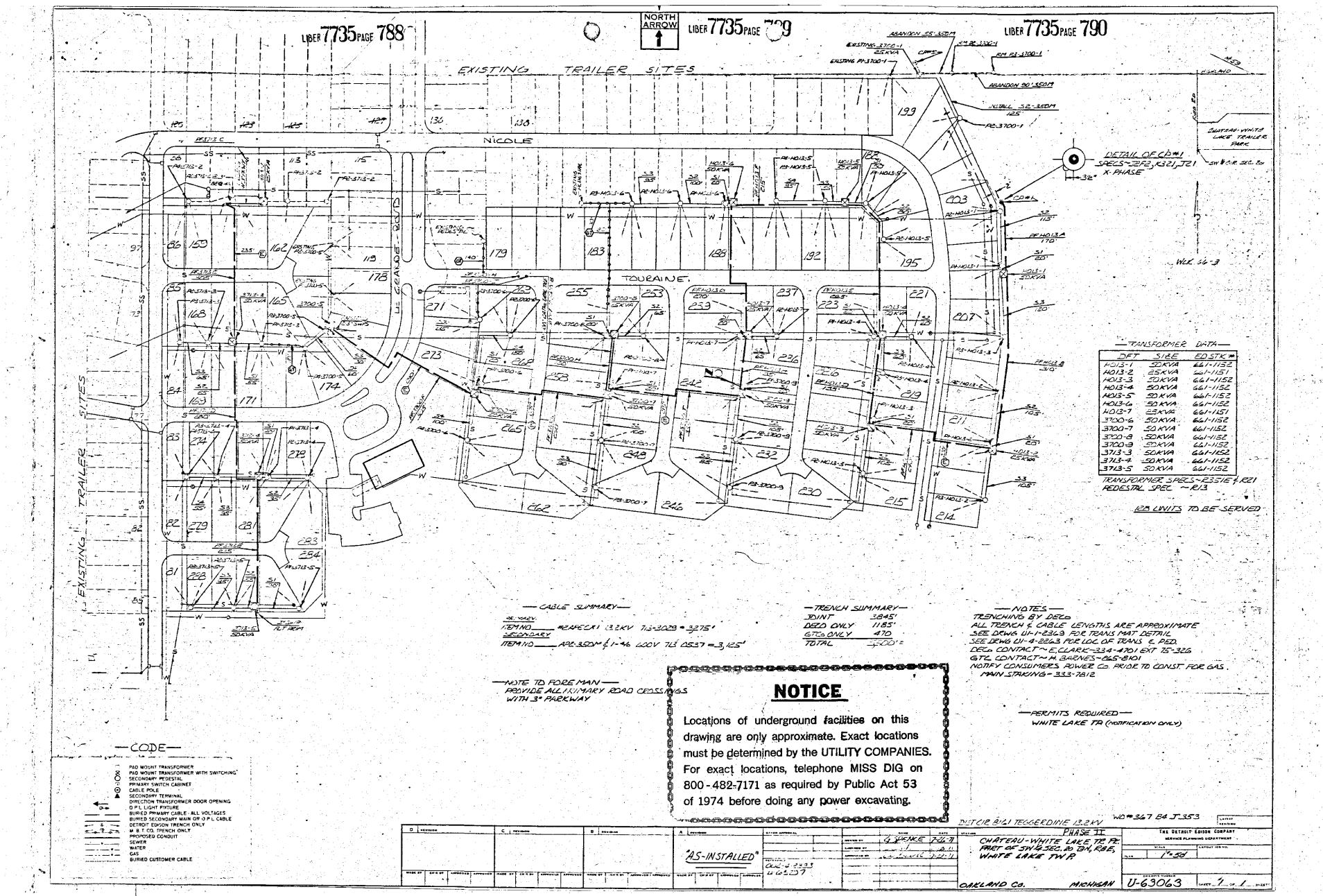
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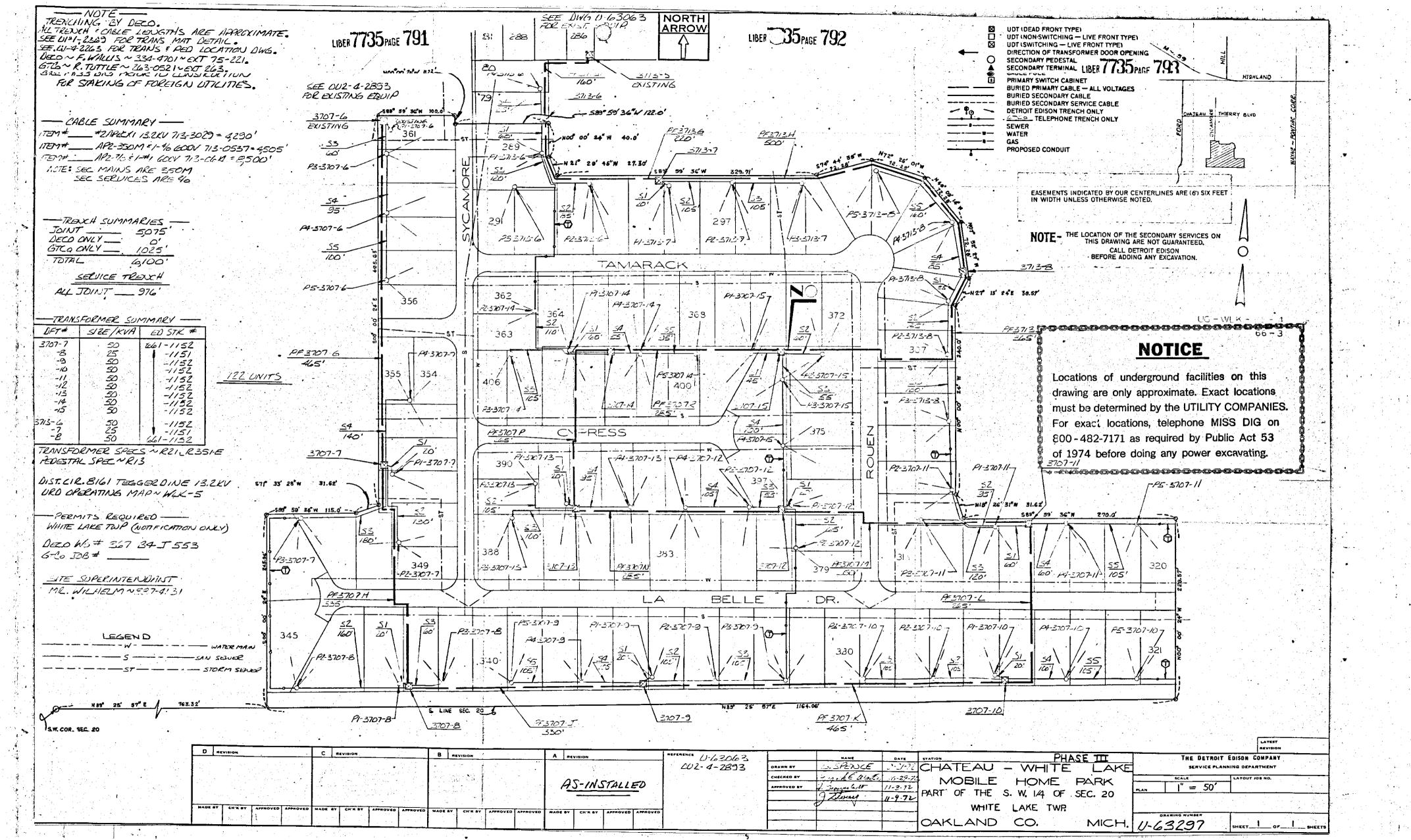
THE DETROIT EDISON COMPANY

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