LIBER 7848 PAGE 449

Detroit

### Right of Way Agreement

80

LIBER 7765 PAGE 450

APRIL

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to 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 and the MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 444 Michigan Avenue, Detroit, Michigan 48226 hereinafter referred to as "UTILITIES", the easement and right to erect, lay, maintain, reconstruct and replace underground facilities consisting of wires, cables, conduits, fixtures and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required in, under, upon, over and across the land located in the <u>City</u> of Walled Lake Oakland County, Michigan, and more particularly described on the attached Appendix "A", with the full right to the UTILITIES of ingress and egress upon said land for the purposes of this grant, and the further right to trim, cut down or otherwise control brush and trees within the easements herein described.

Said easements shall be ten (10) \_ feet in width unless otherwise indicated and their route is described as follows: "The exact location of said easements will be shown on a drawing to be recorded within 90 days after construction:.

In order to provide for the proper maintenance and protection of UTILITIES, the undersigned covenant and agree that:

- 1. The easements will be graded to within four (4) inches of final grade before the UTILITIES lines are installed and this ground elevation must be maintained after installation of utilities to avoid the pooling of water in, on or around above ground UTILITIES' equipment.
- 2. No buildings or structures other than UTILITIES equipment are to be placed within the easements herein granted. No excavation is to be permitted within said easement without approval of UTILITIES.
- 3. If the lines or facilities of UTILITIES are damaged by the acts of Owners, their agents, employes or contractors, repairs shall be made by the Utility company so damaged at the cost and expense of Owners. Owners are defined as those persons owning the land at the time the damage occurred.
- 4. No shrubs or foliage shall be planted or grown within five (5) feet of the front door of transformers or switching cabinet enclosures. UTILITIES shall not be responsible to Owners for damages to or removal of trees or plant life planted in front of said door or within the easement causing an interference with UTILITIES maintenance of their equipment.

THIS GRANT is declared to be binding upon the heirs, successors, lessees, licenses and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal on this date.

Witnesses: Pulte Homes of Michigan Corporation A Michigan Corporation Willis W. Martin Ronald G Prepared By: Omer V. Racine Address: 6400 Farmington Road Real Estate, Rights of West Bloomfield, Michigan 30400 Telegraph Rd.

This easement is re-recorded for purposes of This easement is re-recorded to the showing the planned "as installed 3 center lines 31938 of easements granted as shown on all all with 000 ONT 1870 of easements granted as shown on all of the control attached hereto.

Birmingham, Michigan 48010

DE 963-4187 10-79 CS (D.E. U.R.D.-MBT)

Y A 3

RETURN TO

J. A. ROBERTSON

THE DETROIT EDISON COMPANY

30400 TELEGRAPH ROAD, 272 OAKDH
BIRMINGHAM, MICHIGAN 48010

\$ 5,4

LEDER 7848 PAGE 450

STATE OF MICHIGAN )
COUNTY OF OAKLAND)

ss:

LIBER 7765 PAGE 451

On this 7th day of Coul 1980, before me the undersigned, a Notary Public in and for said County, personally came Ronald G. Smith, President, of the above named corporation, to me known to be the person who executed the foregoing instrument and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.

Julie A Kezelian

County, Michigan

My Commission Expires:

JULIE A. KEZELIAN Notary Public, Ockland County, Mich-My Commission Expires Oct. 2, 1982

APPENDIX "A"

A part of the Southeast 1/4 of the Southwest 1/4 of section 35, Town 2 North, Range 8 East, Commerce Township, Oakland County, Michigan, more particularly described as follows: Commencing at the South 1/4 corner of said section 35, thence South 87°15'04" West 587.86 feet, thence North 02°40'44" West 250.00 feet (Recorded as North 02°53'43" West 250.00). Thence South 87°15'04" West 74.62 feet to the point "C" of Lake Village II Condominium Plat and point of beginning, thence South 87°15'04" West 662.25 feet, thence North 02°53'42" West 755.00 feet; thence North 87°39'17" East 199.01 feet; thence North 02°20'43" West 22.72 feet, thence North 87°39'17" East 300.00, thence South 75°20'57" East, 98.87 feet, thence North 87°39'17" East 205.00 feet, thence South 02°20'43" East 352.00 feet; thence South 09°36'42" West 26.33 feet to point "I" of Lake Village II Condominium Plat, thence continuing South 09°36'42" West 81 feet, thence South 02°20'43" East 90.00 feet, thence South 42°39'42" West 35.36 feet, thence South 87°39'17" West 82.82 feet, thence South 02°39'51" East 172.13 feet (Recorded as South 02°20'43" East 172.14 feet) to the point of beginning.



APPROVED	DATE
BLDG. & PROP. DEPT.	
DIV. ORG. JUNG	nt 4/9/80
INS. DEPT.	
LEGAL DEFT.	
RE & RIW DEFT.	
SYSTEM ENG. DEPT.	
TAX DEPT.	

RETURN TO

J. A. ROBERTSON

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

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

AGREEMENI, made this <u>2</u> day of <u>June</u> , 19 80, between the
Detroit Edison Company, hereinafter called the "Company" and Pulte Homes of Michigan
Corporation, with offices at 6400 Farmington Road, West Bloomfield, Michigan
hereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a 120/240
volt secondary service to <u>22 Buildings (88 Units)</u> tots/buildings numbered
13 thru 34 in the development known as
Lake Village No. 2, Phase 2
(hereinafter called the "Development") located in Township, Range8E,
Section 35, City of Walled Lake, 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 #A-63808
dated, a copy of which drawing is attached hereto
and made a part hereof as Attachment A.
4

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 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 2. mined 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 under its line extension policy. Said "Total Payment" includes a nonrefundable contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contibution 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}{2.0000}\$ 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 or larger widths if required due to field conditions, 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 Developer agrees that where sewer lines parallel electric and communication lines, sewer taps shall be extended into each lot for a distance of one (1) foot beyond the easement limits.
- 7. 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.
- 8. 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.

- (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 Company 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 final grade. Developer further agrees that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company. No later than five days prior to the start of construction that has been scheduled for \_\_July\_1, 1980\_\_\_\_\_\_\_\_\_, 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.
- (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.
- 11. The Company shall not be responsible for any losses or damages incurred 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.
- 12. 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, entitles "Extension of Service" and Rule B-3.4, entitles "Underground Distribution Systems". All changes in the Company's Standard Rules and Regulations occuring subsequent to the date of this Agreement, for purposes of this Agreement, shall be deemed to have occured prior to the date hereof, shall be applicable to this Agreement and shall supercede 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, ail 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 DETROI	T EDISON	<b>COMPANY</b>
ATTENTION:	DIVISION	<b>MANAGER</b>

30400 Telegraph	Road
Birmingham	, Michigan,48010

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

Pulte Homes of Michigan Corporation 6400 Farmington Road West Bloomfield, Michigan 48033

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 supercedes 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

Edward A. Hansen

Its Assistant Director of Service Planning

DEVELOPER Pulte Homes of Michigan Corp.

Willis W. Martin

Project Development Manager

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#### 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

(a)	Single Home Subdivisions		
	front lot feet x \$1.75 per front lot foot =	\$	-0-
(b)	Mobile Home Parks, Condominiums and Apartment House Complexes		
	1,900 trench feet x \$1.90 per trench foot =	\$	3,610.00
	KVA of installed transformer capacity x \$4.00	\$	1,100.00
(e)	As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	-0-
(d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	-0
	TOTAL	\$_	4,710.00

#### ATTACHMENT D

AGREEMENT NUMBER	C280J127
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## COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	\$ 5,700.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost	\$ -0-
Refundable Line Extension Advance	\$ 990.00
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$ 4,710.00
TOTAL PAYMENT REQUIRED	\$ 5,700.00



DATE	June 2, 1980
	Pulte Homes of Michigan Corporation
	6400 Farmington Road
	West Bloomfield, Michigan 48033
RE:	Lake Village No. 2, Phase 2
	tlemen:
that	suant to establishing a field construction date for the above named project, it is necessar the conditions of the grade in the area of construction be determined. Work cannot start unt is accomplished.
	se sign and return two copies of the Certificate below. You may retain the third copy fo file.  Very truly yours.  Museum
	SERVICE PLANNER  G-2-SU  DATE

LTM: dp

#### CERTIFICATE

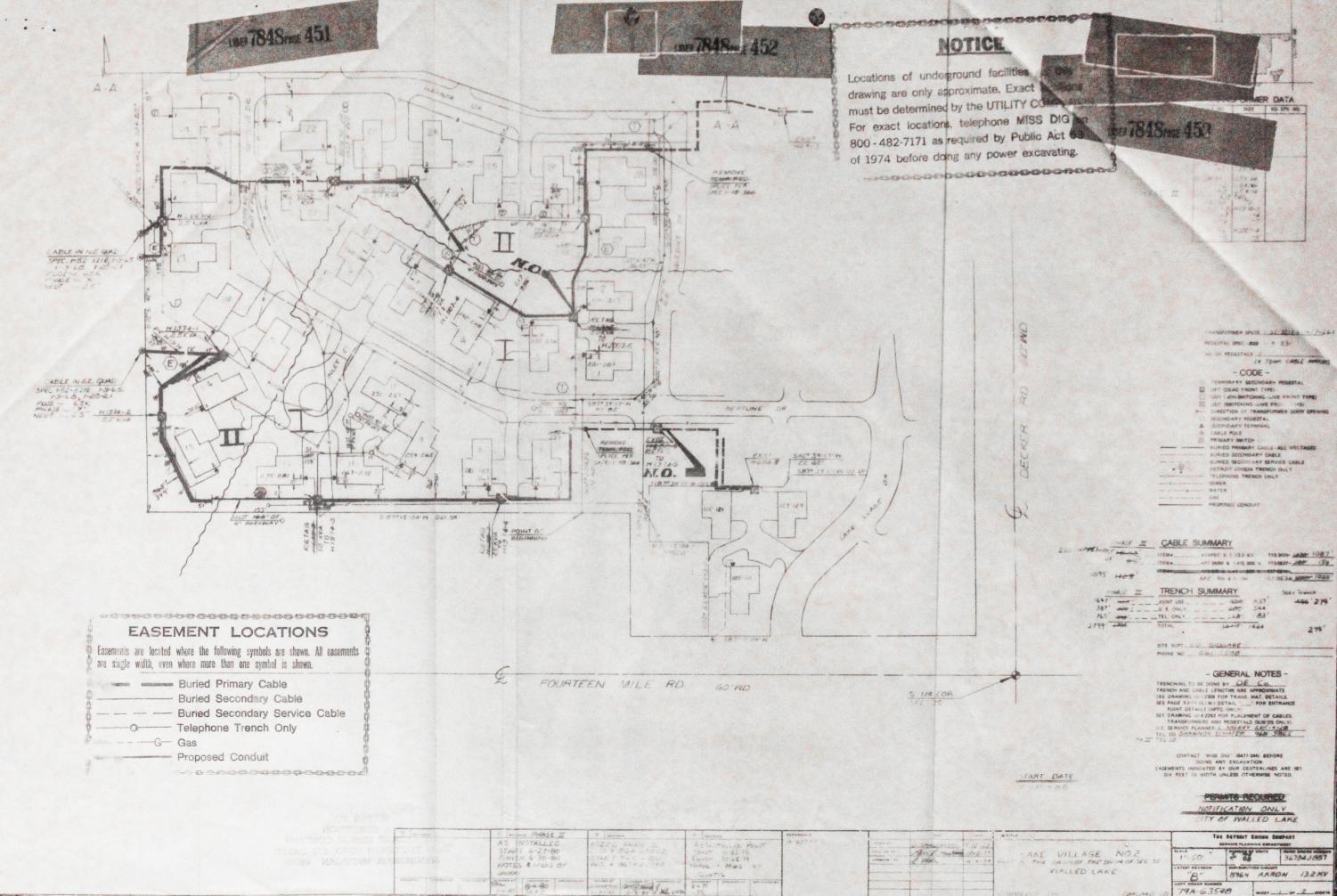
I/We, the undersigned, hereby certify to the Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four (4) inches of final grade.

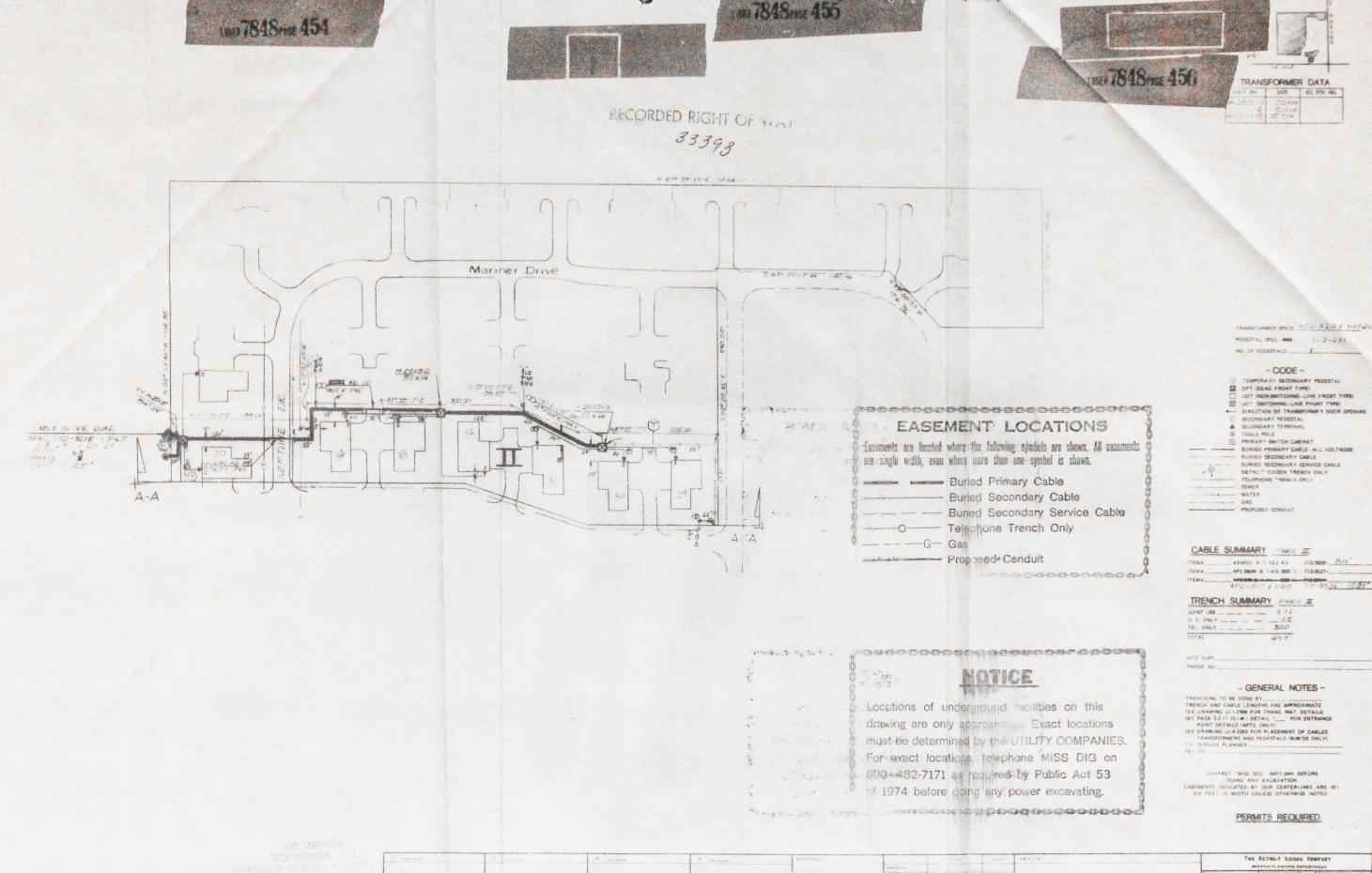
I/We further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of the Detroit Edison Company underground

construction grawing No. A-63808	for this development is in my/our possession an
will be used for this purpose.	14.1 4.1

Name	WWW	
Title	Vous le Mon	1/
Name	0	
Title		-
Date	6/11/80	,

APPLICATION FOR U.R.D. EASEME	ENTS	**:	FOR S	RW DATE 3-5-80 NO.	OB 80-13
TO AMES A REAL ESTATE AND RIGHTS OF WAY	OBERTION		Application		
DISTRICT OAKLA	ND	1	Date	3-4-80	
We have included the following ne	ecessary material a	nd information:		•	
MATERIAL:				•	
A. Subdivision  1. Copy of complete final pro				•	
2. Recorded plat	oposed plat, or		•		
<ul><li>a. Site plan</li><li>b. Title information (deed</li></ul>	, title committment,	, contract, or title sear	ch)	·	•
B: Other than subdivision			<b>,</b>		
1. Property description.	·			•	
<ul><li>2. Site plan.</li><li>3. Title information (deed, tit</li></ul>	tle committment, co	ntract with title commi	ttment, or ti	tle search).	-
INFORMATION:	#0/	1.1		-	
•		74 AGE 2\$3)	_ County	DAKLAND	
City/ <del>Towaship/Village//</del>	VALLED LA	KE	Section No	<u>. 35</u>	
Type of Development	Subdivision	) 	☐ Mobile	Home Park	
	Apartment (	Complex	Other	CONDO	•
2. Name of Owner Pulte	-bmes of M	KH. CORP.	_ Phone No.	661-2500	
Address 6400 FARA	AING TON	PD; WES	r Bloom	1FIELD MI. 480	733
Owner's Representative <u>Mi</u>	Lis W. M	ARTI D		661-2500	
3. Date Service is Wanted	1 APRIL B	0		×.,	
4. Entire project will be develop	ed at one time		YES	NO	
5. Cable poles on property			YES	_ No	
6. Joint easements required			<b>X</b> YES	Пио	R.H.
a. Name of other utilities			<i>-</i>	<u> </u>	RECORD
b. Other utility engineer name	es, addresses, phor	e numbers: SHAN	NON '	SCHAPER	H GE
26200 GREENT				<del></del>	GE C
	•		•		CFI
7. Part of subdivision is fed from	m overhead service		YES	X NO	100
Lot No.	<u> </u>		-		NO.
8. Additional information or comm	ments:				
					مخ منح
NOTE: Trenching letter atta	ched 📋 will be	submitted later.		and the second second second	385
		Signed Mr.	- J	murray	, ,
		Address RM ZAU	SERVICE PLAN	VING DEPARTMENT	154128
•		Auress Ell Comp	- 19	1 Phone <u># 7</u>	<del>ب ، ب</del>





SCALE SUPPLE OF SHIPE STORES THE STORES SHIPE SH

LAKE VILLAGE NO 2 PART OF THE SWUM OF SHE 36 MALLED LAKE