

AGREEMENT

THIS AGREEMENT, made and entered into this day
of 1979, by and between 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 Mamie Agnes Lucier, 26530 Plymouth Road,
Redford, Michigan 48239 hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, EDISON has sold and furnished electric power
to OWNER for purposes of resale to individual customers in a
mobile home park in the Township of Redford, Wayne County known
as Longs Mobile Home Court in the premises hereinafter des-
cribed, consisting of Sixty-Five units; and

WHEREAS, OWNER has requested of EDISON, and EDISON
has agreed to take over the present electrical facilities in
said mobile home park to service individual customer accounts,

NOW, THEREFORE, in consideration of Five Thousand Two
Hundred and 00/100 (\$5,200.00) Dollars and the mutual promises
and covenants for the transfer of said electric facilities, to
be consummated by a Bill of Sale, it is hereby agreed:

1. That the sale of personal property contemplated
to be transferred by the Bill of Sale is an underground and/or
overhead distribution system consisting of poles, guys,
anchors, pedestals, wires and equipment, including electrical

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meters serving each individual unit, upon, over and across property described as:

Lots 1 through 42, both inclusive, and 1/2 vacated alleys adjacent and in the rear of said lots of "Beech Park" being a Subdivision of part of the Southeast 1/4 of Section 30, Town 1 South, Range 10 East, Redford Township, Wayne County, Michigan, according to the plat thereof as recorded in Liber 51, Page 21 of Plats, Wayne County Records.

2. OWNER shall give adequate and reasonable notice of OWNER'S intent to terminate its electric service as of a date to be mutually decided upon between the parties hereto. In the same notifications, OWNER shall also advise all of the individual customers to apply for electric service from EDISON. If, after notification has been served to the customers and application has not been made by said customer, then, in that event, OWNER shall make application in his name on behalf of the tenants and OWNER shall be responsible for the payment of such customers' accounts.

OWNER shall cooperate with EDISON as required for the purposes of identification as to the meters and the mobile homes they serve. In the event EDISON requests, OWNER shall provide an authorized agent who shall together with EDISON'S representative to jointly conduct an investigation and make customer contact if necessary.

3. In accordance with the rules of the Michigan Public Service Commission, OWNER shall provide EDISON with a recordable easement for installation and maintenance of its electrical facilities. The site plan drawing dated October 1, 1979, attached hereto, as Exhibit A indicates the specific

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easements required by EDISON for the existing equipment as well as any additional easements which may be required for ingress and egress or future maintenance of the system. Owners execution of this Agreement will indicate its approval of these easements.

The easements shall be described as a six foot wide easement three feet on each side of the line as installed according to the Site Plan (Exhibit A) unless otherwise noted on site plan. OWNER represents that the location of said underground lines as indicated on Exhibit A is accurate to his best understanding and belief. In the event of said site plan being inaccurate, OWNER for himself, his successors and assigns disclaims any right to challenge the validity of the easements intended to be granted.

OWNER for himself, his successors and assigns shall hereby indemnify and hold EDISON and all of its officers, agents and employes, harmless for any claim, loss, damage, cost, charge, expense (including attorney fees), lien, settlement or judgement arising out of the inaccuracy of said Exhibit A.

4. It is understood and agreed that OWNER shall, according to the MPSC rules, move mobile homes or other equipment as required to provide access to the electrical equipment or to facilitate maintenance or required upgrading of the existing system. A review of the mobile home park indicates that the following mobile homes and/or equipment must be relocated to provide access to the easements specified in Section 3: Lot 36: Move utility shed or trailer.

5. Owner also agrees to execute any tree cutting

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permit required by EDISON to insure the proper clearances for the distribution system.

6. It is understood and agreed that the MPSC rules require OWNER to provide, own, install and maintain suitable meter supports; to remove unused existing electric equipment not being purchased by the utility and make any necessary wiring changes to separate the electrical responsibilities of OWNER and tenant.

a) An inspection of Longs Mobile Home Court indicates that the condition of the meter supports are as follows: Supports are acceptable.

EDISON will furnish meter boxes as required and provide suggestions as to the type of supports available for OWNER'S use. It shall, however, be OWNER'S responsibility to install said meter boxes as well as to own, install and maintain the meter supports.

b) The following unused equipment shall be removed by OWNER prior to sale of the distribution system to EDISON: None.

Because the following equipment cannot be removed until EDISON has performed certain alternations to the distribution system, these items shall be removed only after notification from EDISON that the alterations have been performed. The items are as follows:

1. (4) Four - 200 AMP Disconnect Switches.
2. Office Switch Gear - Meter Cabinet.

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c) The following electrical responsibilities of OWNER must be separated from those of the tenants:

1. All privately owned street lights.
2. Provide new service and meter enclosure for office building.

7. It is understood and agreed that if the location of an underground cable is situated beneath an existing mobile home, EDISON may, at its sole option, move the cable or install an alternate cable clear of said mobile home at EDISON'S expense. In the event relocation of lines is necessary, EDISON shall not be required to repair the landscape or replace any existing sod. The method of installation shall be by trenching and backfilling only.

8. OWNER, by the execution of this Agreement, authorizes EDISON to undertake the alterations to its distribution system as well as any other changes necessary for the transfer of this mobile home park electrical distribution system. The estimated cost of such alterations is approximately Five Thousand and 00/100 (\$5,000.00) Dollars. In the event of default by OWNER of any of the conditions contained herein whereby the anticipated transfer does not occur, OWNER shall pay to EDISON the actual cost of said alterations made by EDISON, as determined by EDISON.

9. In order to conform to the National Electric Safety Code, EDISON will be required to make further alterations to the distribution system being purchased. These alterations are to be completed prior to the transfer of the system to EDISON.

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It shall also be necessary to obtain approval of the municipal electrical inspector. OWNER shall obtain approval from the electrical inspection authority for that portion of the electrical system to be retained by OWNER. This approval shall be obtained prior to EDISON beginning any construction required to upgrade its existing system to meet National Electric Safety Code requirements.

If the local electrical inspector requires alterations to the OWNER'S portion of the system, these alterations shall be completed before EDISON begins construction, unless said alterations are dependent upon EDISON'S changes in its equipment.

In the event that EDISON makes such alterations to its distribution system and through no fault of EDISON the anticipated transfer does not take place, OWNER shall pay to EDISON the actual cost of such alterations as indicated in paragraph 8 herein. OWNER shall also obtain any other permit required by federal, state or municipal authorities.

10. The purchase price for the transfer of said mobile home park distribution system shall be computed at a rate of \$200.00 per lot for each lot with an installed service connection to the distribution system where the average age of the mobile home park is five years or less. Such rate shall be reduced by \$40.00 per lot for each full five-year period of age as determined based upon the date electric service was first provided on a permanent basis. The purchase price for Longs Mobile Home Court is computed as follows for each master meter section within the park:

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Number of lots	<u>65</u>
x Rate per lot	\$ <u>200</u>

Basic price \$13,000

Age of park 1963 to 1978.

Total age 15 years.

Number of full five year periods	$\frac{\text{Age}}{5} = \frac{15}{5} = 3$
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Reduction to base rate

Number of lots	<u>65</u>
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x Reduction	\$ <u>40</u>
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\$ 2,600

x Number of full five year periods	<u>3</u>
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Total Reduction \$ 7,800

Basic Price \$13,000

Total Reduction \$ 7,800

Purchase Price \$ 5,200

11. OWNER warrants and represents to EDISON that it has good and marketable title to all of the electric facilities being transferred to EDISON and that there are no mortgages, liens or other encumbrances upon the property to be transferred.

OWNER warrants and represents to EDISON that it is duly authorized to make this proposed sale and that it will not be in violation of any existing leases, nor result in any breach or constitute a default under any agreement or

instrument to which EDISON may be bound or affected. In the event EDISON becomes a party to any lawsuit as a result of this transfer of electric facilities, OWNER shall hereby consent and agree to assume the defense thereof and to defend the same at their own expense and pay any and all actual costs, charges, attorney fees, and other actual expenses and any and all judgments that may be incurred by or obtained against EDISON in such suit or proceeding.

12. OWNER represents that the site plan furnished to EDISON is correct in the location of equipment and facilities and OWNER hereby indemnifies and holds EDISON harmless against any and all detriment, damages, losses, demands, suits, costs or other expenses which it may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly, by reason of the proposed sale, except for those damages, losses, demands, suits, costs or other expenses caused by EDISON'S sole negligence.

13. This Agreement shall be consummated by and construed in accordance with the laws of the State of Michigan.

14. The Sale shall be consummated and possession of the described facilities shall be delivered on a date mutually determined by the parties hereto. OWNER and EDISON shall jointly cooperate with each other in making a final meter reading upon a date to be mutually decided upon. All current accounts receivable are the property of OWNER, and OWNER shall be solely responsible for their collection as well as any delinquent past due accounts.

15. EDISON agrees to accept the Bill of Sale, similar to the copy attached hereto, upon the conditions heretofore

described, and provide electric service to all the individual housing units pursuant to the rates established for electrical service by the Michigan Public Service Commission for residential users upon proper application of the individual consumers.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

In the Presence of: Longs Mobile Home Court

11-29-79

Mamie Agnes Lucier
Mamie Agnes Lucier

In the Presence of: THE DETROIT EDISON COMPANY

By James B. Oliver
James B. Oliver
Assistant Vice President
and Manager
Detroit Division

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Mamie Agnes Lucier whose address is 26530 Plymouth Road, Redford, Michigan, hereinafter referred to as "OWNER", for and in consideration of the sum of Five Thousand Two Hundred and 00/100 (\$5,200.00) Dollars lawful money of the United States to it paid by THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, hereinafter referred to as "EDISON", the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto EDISON, its successors and assigns, all right, title and interest to the electrical distribution system, located on real property belonging to OWNER and identified as Longs Mobile Home Court consisting of the following equipment:

1. 65-Single Phase 120/240 Volt "S" Base Watthour Meters.
2. 65-Single Phase "S" Base Meter Enclosures.
3. 1700 Feet 3/0 Hatfield Permalene.

To have and to Hold the same unto EDISON, its successors and assigns, FOREVER.

The location of the electrical facilities conveyed herein is as indicated on the attached Exhibit "A". OWNER hereby indemnifies and holds EDISON harmless against any and all detriment, damages, losses, demands, suits, costs, or other expenses which EDISON may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly by EDISON's reliance on the location of this equipment as indicated on said Exhibit "A" except for those damages, losses,

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demands, suits, costs or other expenses caused by EDISON's sole negligence.

OWNER, for its successors and assigns, does covenant and agree to and with EDISON, its successors and assigns, to Warrant and Defend the sale of said property, goods and chattels hereby made, unto EDISON, it successors and assigns, against all and every person or persons whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers this day of _____, 1979.

In the Presence of: Long's Mobile Home Court

_____ By Mamie Agnes Lucier
Mamie Agnes Lucier

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this X 27th day of December, in the year 1979, before me the subscriber, a Notary Public in and for said County, appeared

to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age.

Beverly Dymkowski
Notary Public, Wayne County, MI

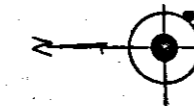
March 15, 1982
My Commission Expires:

BEVERLY DYMKOWSKI
Notary Public, Wayne County, Michigan
My Commission Expires March 15, 1982

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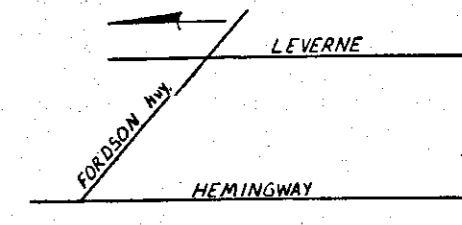
CABLE POLE SPECS: DET 988



LOCATION - PP NORTH of PLYMOUTH
QUAD - S.E. 2 P.E. HEMINGWAY
NEUTRAL HT. - 23'
FUSED - 200A (EACH SET)

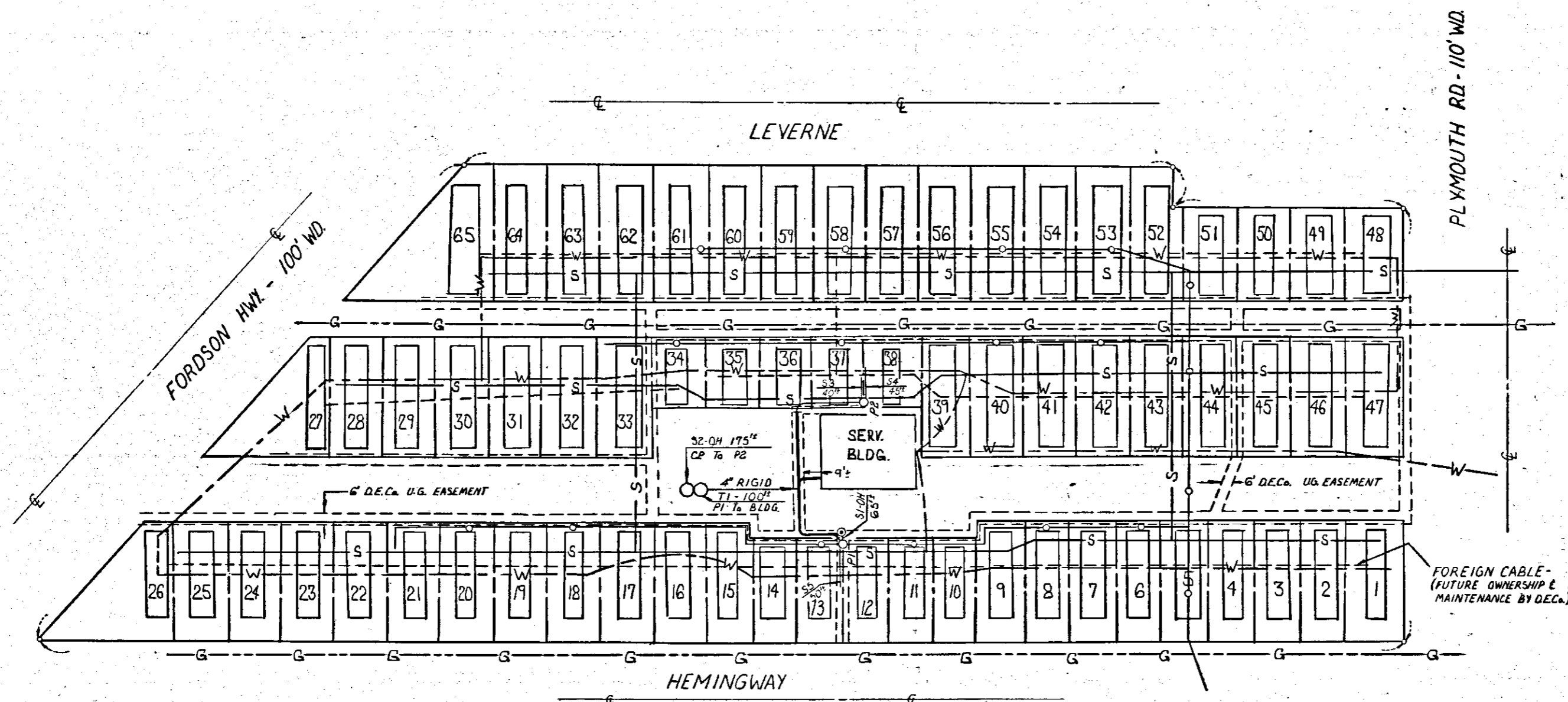
LOCATION SKETCH

U. G. MAP SEC. NOS. DET 678-3



TRANSFORMER DATA

U.D.T. NO.	SIZE	ED. STK. NO.



TRANSFORMER SPECS.

PEDESTAL SPEC.-R13

NO. OF PEDESTALS 2

- CODE -

- ⊙ TEMPORARY SECONDARY PEDESTAL
- ⊠ DFT (DEAD FRONT TYPE)
- ⊡ UOT (NON-SWITCHING-LIVE FRONT TYPE)
- ⊞ UOT (SWITCHING-LIVE FRONT TYPE)
- ← DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- ▲ SECONDARY TERMINAL
- ⊙ CABLE POLE
- ⊠ PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE—ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

CABLE SUMMARY

ITEM#	#2APEC X 1 122 KV	713-3028
ITEM#	437 AP2-350M & 14/0 600 V.	713-0537-375'
ITEM#	520 AP2-2/0 & 1-#1 600 V.	713-0614-100'

TRENCH SUMMARY

JOINT USE	
D. E. ONLY	275'
TEL ONLY	
TOTAL	275'

SITE SUPT. LIDIO RIZZO
PHONE NO. 897-9513

- GENERAL NOTES -

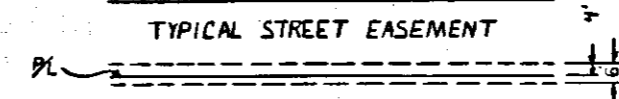
TRENCHING TO BE DONE BY D.E.Co.
 TRENCHING AND CABLE LENGTHS ARE APPROXIMATE.
 SEE DRAWING UI-2269 FOR TRANS. MAT. DETAILS.
 SEE PAGE 3-11 (S.I.M.) DETAIL " " FOR ENTRANCE POINT DETAILS (APTS. ONLY)
 SEE DRAWING UI-4-2263 FOR PLACEMENT OF CABLES, TRANSFORMERS AND PEDESTALS (SUB'S ONLY).
 D.E. SERVICE PLANNER: GEORGE KLANN
 TEL. CO.: 897-1240

CONTACT "MISS DIG" (8477-344) BEFORE DOING ANY EXCAVATION.
 EASEMENTS INDICATED BY OUR CENTERLINES ARE (6') SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

PERMITS REQUIRED
REDFORD TWP

NOTICE

Locations of underground facilities on this drawing are only approximate. Exact locations must be determined by the UTILITY COMPANIES. For exact locations, telephone MISS DIG on 800-482-7171 as required by Public Act 53 of 1974 before doing any power excavating.



NOTE: UG WILL NOTIFY OH WHEN READY FOR CUTOVER. OH E UG FIELD FORMEN WILL COORDINATE CONVERSION.

NOTE: ALL DIRECT-BURIED CABLE IS PROTECTED BY 5" PLASTIC U-GUARD. (STOCK #732-0035)

NOTE: SECONDARY MAINS 3, 4, & 5 TO BE TAPPED INTO EXISTING FOREIGN CABLE.

APPENDIX "A"

- O.H. D.O. A-21224 -

D	REVISION	C	REVISION	B	REVISION	A	REVISION	REFERENCE	NAME	DATE	JOB TITLE	THE DETROIT EDISON COMPANY SERVICE PLANNING DEPARTMENT		
									CHRIS FULLER			SCALE	NUMBER OF UNITS	WORK ORDER NUMBER
												1"=30'	65	367 813 800
												LATEST REVISION	DISTRIBUTION CIRCUIT	
													DC. 1417 GLENDALE	
												DIST. ORDER NUMBER		
												A-24981		
												WAYNE CO. REDFORD TWP MICH.		