MADISON WOODS PHASE III APARTMENTS

LIBER 7696 PAGE 67 LIBER 7701 PAGE 883

79 139773 -79 136865

LIBER 7868 PAGE 680 GREEMENT - EASEMENT - RESTRICTIONS

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This instrument made this <u>4+h</u> day of <u>OCTORER</u>, 19<u>79</u>, by and between the undersigned Owners and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

WITNESSETH:

	WHEREAS,	Owners are e	recting apar	rtments kr	nown as M	ADISON	WOODS
Phase	III	, on land	in the <u>C</u>	ity	of	Madison	Heights
County of	Oakland	, State o	f Michigan,	as descri	ibed in Ap	pendix "	Α ¹¹ ,
attached	hereto and made	e a part here	of, and EDIS	SON and BE	ELL will i	install t	heir
electric	and communicat	ion facilitie	s undergroun	id except	necessary	above g	round
equipment	•			-	•	_	

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

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (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.
- 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, rearragement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL 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 shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to EDISON and BELL 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 shallow 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 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 restrict one and additional conditions:

RE-RECORD TO SHOW TIME STAMP

a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

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

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April 200

- Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- 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 constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to 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 assigns of the parties hereto.

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

In the Presence of:

BARBARA ANN MAHER

THE DETROIT EDISON COMPANY

RUBERT R. TEWKSBURY, DIRECTOR Real Estate and Rights of Way Dept.

ASST. SECRETARY IRENE C. KATA

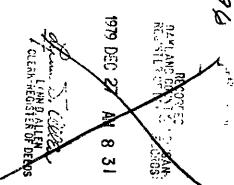
MICHIGAN BELL TELEPHONE COMPANY

Staff Supervisor,

(authorized signature)

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OF WAY NO. 334
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STATE OF MICHIGAN) FREE SE SPAGE (682	LIBER'77	101 pur 885	1
COUNTY OF WAYNE)			OTIAGE COO	
On this	26th day of	November	,19 <u>79</u> ,	before me the	
subscriber, a Notar	y Public in and	for said Coun	ty, appeared_	Robert R. Te	wksbury
and Irene C. Kata	, to me	personally k	nown, who bei	ing by me duly	sworn
did say they are th	e Director, Rea	l Estate and R	lights of Way	and Assista	nt Secretary
of THE DETROIT EDIS	ON COMPANY, a co	erporation orga	anized and ex	kisting concurr	ently
under the laws of M	ichigan and New	York, and that	t the seal as	ffixed to said	instru-
ment is the corpora	te seal of said	corporation,	and that said	i instrument wa	s signed
in behalf of said c	orporation, by a	uthority of i	ts Board of I	Directors, and	
Robert R. Tewksb	ury and	lrene C. Kata	acl	knowledged said	
BARBARA ANN MA Notary Public, Wayne Co My Commission Expires Ju	AHER unty, Mich.	<u> Bar</u>	bera (An	n) Makek County, Michig	
My Commission Expir	es:				
STATE OF MICHIGAN COUNTY OF Weyne)) SS. ,)				•
<u> </u>	day of Dec				ıbscriber,
a Notary Public in	and for said Cou	inty, appeared	Keith :	I. Kegan	
to me personally kn		oy me duly swo	rn did say t	hat he is	5 0
Engrg. Staff Superviso	author	ized by and fo	r MICHTGAN B	ELL TELEPHONE (COMPANY E

My Commission Expires:

JANET L. SCHRECONGOST Notary Public, Macomb County, Michigan My Commission Expires May 19, 1982

a Michigan corporation, and that said instrument was signed in behalf of said

acknowledged said instrument to be the free act and deed of said corporation.

corporation, by authority of its Board of Directors, and Keith L. Regan

LIBER 7701 PAGE 886 ABER **786**8 PAGE **683**

LIBER 7696 PAGE

WITNESSES:

Florence A. Richer

George A. Sylvain

Holz, his wife

37264 Almont Drive East Sterling Heights, Michigan 48077

TERRETOR PLEEN DS

STATE OF MICHIGAN

SS:

Notary Public Macomb County, Michigan My Commission Expires April 25, 1983

COUNTY OF MACOMIS)

1979, day of October the above named Rudolf J. Holz and Esther Holz, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

> Notary Public, MALOM3. County, Michigan

4/25/83 My Commission Expires:

APPENDIX "A"

Part of the northwest 1/4 of the northwest 1/4 of Section 12, Town 1 North, Range 11 East, City of Madison Heights, Oakland County, Michigan, described as beginning at a point on the North line of Section 12, said point being 811.00 feet North 89°57'00" East of the northwest corner of said section, thence North 89°57'00" East 262.40 feet, thence South and parallel to the West line of said Section 12, 663.12 feet; thence South 89°54'08" West 262.40 feet, thence North 663.36 feet to the point of beginning.

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

APPLICATION FOR U.R.D. EASEMENTS DE FORM RR 11 5-73	5	FOR RE& RW DATE DERT USE REC'E	9.26.19 6 0E	9-59
TO I ROBERTSON	<i>,</i>	Analization No.		
-21K1 14 (D)	RVISOR	Application No Date. 9-24	6-79	·····
DISTRICT CAPACITY		Date/	- / /	
We have included the following neces	sary material and information:			
MATERIAL: A. Subdivision				
 Copy of complete final propos Recorded plat 	ed plat, or			
	tle committment, contract, or title	e search)		
B. Other than subdivision 1. Property description.				
 Site plan. Title information (deed, title of the control of the contro	committment, contract with title (committment, or title sea	rch).	
INFORMATION: 1. Project name MADISCA	WOODS APTS P	OHISE DI OF	AKCARD	
City/Township/Village_MAT	USON HEIGHTS	Section No	2	
Type of Development	Subdivision	[] Mobile Home	Park	
	Apartment Complex	[] Other		
2. Name of Owner R. HOLZ	<u>,</u> <u>,</u>	Phone No. 26	4-0129	 _
Address 264 WOR	CESTER DETA	ROIT MICH	48203	
Owner's Representative	SAME	Phone No		
3. Date Service is Wanted	VEMBER 1,19	79 Hart	lollander,	
4. Entire project will be developed	at one time	YES YES	NO ∐	RE(
5. Cable poles on property		🗆 YES	У ио	RECCEDED LIGH
6. Joint easements required		YES	[] NO	ម គ
a. Name of other utilities				ы
b. Other utility engineer names,	addresses, phone numbers:	R. BARTLE, 9	168-3/18	02-
21700 GREENPA	ELD CAK PARK	MI 4823,	Z	1111
7. Part of subdivision is fed from a	overhead service] YES	X√ NO	HO 33496
Lot No.				\(\frac{1}{2} \)
8. Additional information or commen	its;			6
NOTE: Trenching letter' attache	•			
		9, DEN CE	'ARTMENT	10
	Address	r, ONHA	Phone <u>4/</u>	+/

AGREEMENT NUMBER ____C479J836

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

AGREEMENT, made this 4 day of Marc	
Detroit Edison Company, hereinafter called the "Company" as 37264 Almont Dr. E., Sterling Heights, Michigan	nd Rudolf J. Holz,
hereinafter called the "Developer".	
WHEREAS, the Developer desires the Compar	ny to furnish a120/240
volt secondary service to2	lot s/buildings numbered
330 & 340 E. Thirteen Mile	_ in the development known as
Madison Woods Apartments	· · · · · · · · · · · · · · · · · · ·
(hereinafter called the "Development") located in Township	
Section 12 , Madison Heights, Oakland	
not already so recorded, the plat of said Development shall	
in the Office of the Register of Deeds ofOakland	
Michigan. The approximate location of said underground	electric distribution system is
shown on the Company's Department Order Drawing #A=6	
dated September 29, 1979, a copy of w	hich drawing is attached hereto
and made a part hereof as Attachment A.	
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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 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.

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- 3. In regard to any amount identified as "Refundable Line Extension Advance" in said "Computation of Underground Electric Distribution Line Extension Advance and Contribution for Residential Developments", the Company will refund to the Developer in accordance with the "Schedule of Refunds", Attachment C, which is attached hereto and made a part hereof. No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12-month period commencing on the first day of the month following the first full billing period after which the service was energized, shall be retained permanently by the Company.
- 4. Without limiting the generality of the last sentence of Paragraph 2 hereof, if said underground electric distribution system or any portion thereof is to be installed during the period beginning December 15, and ending March 31, both inclusive, the Developer shall pay the Company, prior to installation of said system or portion thereof, an additional contribution (winter charge) of \$\frac{1.00}{2.000} \qquad \text{per} \text{ 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.

- 9. 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 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 ________, 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.
- 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 increase 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 increased.

- 14. 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.
- 15. 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:
	Rudolf J. Holz
	37264 Almont Dr. E:
	Sterling Heights, Michigan 48077
delivered by giving writter 16. Thunderstandings or agreeme	is Agreement supercedes all previous representations, negotiations, ents, either written or oral, between the parties hereto or their representation.
IN WITNE day and year first above v	ESS WHEREOF, the parties hereto have hereunto set their hands on the written.
	By Leonard P. Lucas Its Director of Service Planning DEVELOPER By Rudolf 0. Polz Its Owner

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 front lot foot =	\$_	-0-
Mobile Home Complexes	e Parks, Condominiums and Apartment House		
535	trench feet x \$1.90 per trench foot =	\$_	1,016.50
334	KVA of installed transformer capacity x \$4.00	\$_	1,336.00
nonrefundab Company's J	in Paragraph 2 of the Agreement, additional le contributions may be required where, in the udgment, practical difficulties exist. The contributions of these practical difficulties amount to	\$_	-0-
Paragraph 4	Developer requires winter construction (see) an additional nonrefundable contribution is he amount of	\$_	-0-

ATTACHMENT D

AGREEMENT	NUMBER	C479J836
		41720030

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

(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	\$	1,605.00
Minus - Company's Share of Cost	\$	24,000,00
Refundable Line Extension Advance	\$_	-0-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	2,352.50
TOTAL PAYMENT REQUIRED	\$_	2,352.50



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

DATE: April 28, 1980

Mr. Rudolf J. Holz

37264 Almont Drive E.

Sterling Heights, MI

RE: 330 & 340 E. 13 Mile Road - Madison Woods Apartments

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, Laurence C. Dans, the

Lawrence C. Davis, III

Service Planner

April 28, 1980

Date

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.

A-64178 for this development is in my/our possession and will be used for this purpose.

Name Receiver J. Hospitale Partner Name

Title Date 5-29-8

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RECORDED RICET OF WAY NO.

