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LIBER 7812 PAGE 279

Detroit Edison

Right of Way Agreement LIBER 7848 PAGE 462

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70794

JUNE 19, 1980

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>Township</u> of <u>Waterford</u>, <u>Oakland</u> 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 as 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: HIGHLAND VILLA CORPORATION Grantors: A MICHIGAN CORPORATION Martin McLaughlan Voseph I. Cook, President Prepared By: Omer V. Racine Address: 3921 Kirkland Court 30400 Telegraph Bloomfield Hills, Michigan 48013 Birmingham, Michigan

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

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

11,00

TIBER 7848 PAGE 463

LIBER 7812 PAGE 280

STATE OF MICHIGAN SS: COUNTY OF Oakland

Personally came before me this $19\frac{1}{16}$ day of 3uneJoseph L. Cook, President of the above named corporation, to me known to 1980, 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.

> Omer V. Notary Public, Racine Coakland

County, Michigan

My Commission Expires: June 28, 1982

APPENDIX "A"

The East 677.20 feet of Lot 4, Keith Acres, a replat of Lots 4 and 5 and part of Lot 10 of Supervisor's plat No. 54, and part of the East 1/2 of the southeast 1/4 of Section 31, Town 3 North, Range 9 East, Waterford Township, Oakland County, Michigan, according to the Plat thereof as recorded in Liber 77 of Plats, Page 30, Oakland County Records.

- 2 -

77 N. H.

MEMORANDUM ORDER FOR GENERAL USE DE FORM HS 77 12-53	TO Records Center Please set up R/W file for: RLL	ING HILLS COACH HOUSES CONDAMINIUM
	Being a part of E/2 of SE 1/4 Oakland County, Michigan	
COPIES TO:	Van Land Country Line Vision 1997	signed Sall Africane Omer V. Racine
REPORT		272 Oakland Div. Hqters.
DATE RETURNED	TIME	SIGNED

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

Detroit Edison Company, hereinafter called the "Company" and 3921 Kirkland Ct., Bloomfield Hills, Michigan 48013	
hereinafter called the "Developer".	
WHEREAS, the Developer desires the Company to fur	nish a <u>120/240</u>
volt secondary service to One 7001 House, 7001,7003,7005,7007,7009,7011,7013,7015 in the Rolling Hills Coach Houses Villa Drive	l ots/ buildings numbered
(hereinafter called the "Development") located in Township 3N Section 31 Waterford Township, Oakland	, Range <u>9E</u> , County, Michigan. If
not already so recorded, the plat of said Development shall be reco in the Office of the Register of Deeds ofOakland	County,
Michigan. The approximate location of said underground electric shown on the Company's Department Order Drawing #80A-6390	3
dated, a copy of which dra and made a part hereof as Attachment A.	wing is attached hereto
WHEREAS, the Company, pursuant to the applicable Public Service Commission, is permitted to require payment from the	

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

structing the underground electric distribution system.

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

- Upon the execution of this Agreement, the Developer will pay to the ____. This amount is the "Total Payment Required" as deter-1.345.00 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.

- (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.
- 13. 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.

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	Tele	graph	Roa	<u>d</u>			
 Birmi	ngham		,	Micl	nigan,	<u>480</u> 10	
	. •	• • • •			••		

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

Joseph L. Cook	
3921 Kirkland Ct.	
Bloomfield Hills, Michigan	48013

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.

16. 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.

By Leonard P. Lucas
Its Director of Service Planning

DEVELOPER
By Joseph L. Cook
Its Owner

ATTACHMENT C

SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- 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-
Nobile Home Parks, Condominiums and Apartment House Complexes		
550 trench feet x \$1.90 per trench foot =	\$	1,045.00
KVA of installed transformer capacity x \$4.00	\$_	300.00
as defined in Paragraph 2 of the Agreement, additional onrefundable contributions may be required where, in the company's Judgment, practical difficulties exist. The conributions for these practical difficulties amount to	\$_	-0-
Where the Developer requires winter construction (see aragraph 4) an additional nonrefundable contribution is equired in the amount of	\$_	-0-
		1,345.00

ATTACHMENT D



C280J136

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

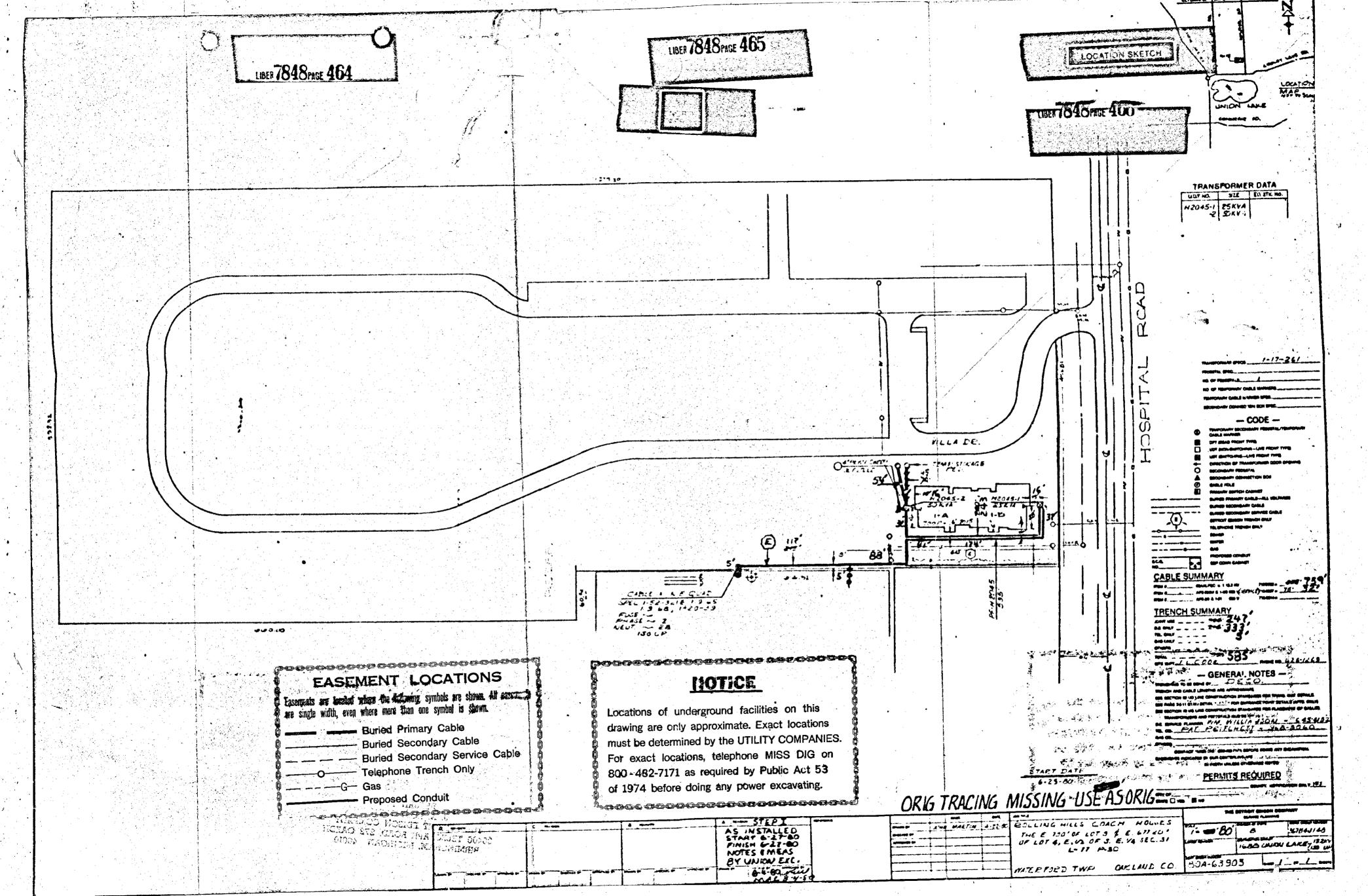
Estimated Direct Construction Cost
Minus - Company's Share of Cost
Refundable Line Extension Advance
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)
TOTAL PAYMENT REQUIRED \$ 1,345.00



	i
DATE: June 12, 1980	
Joseph L. Cook	
3921 Kirkland Ct.	_
Bloomfield Hills, Michigan	·
RE: Rolling Fills Coach Houses	
Gentlemen:	
	date for the above named project, it is necessary construction be determined. Work cannot start until
Please sign and return two copies of the Ce	rtificate below. You may retain the third copy for
your file.	Very truly yours,
WW:dp	SERVICE PLANNER
•	BERVICE PLANNER 6-16-80 DATE
·	
CERT	TIFICATE
	Detroit Edison Company that all grading in utility and facilities on the above subject development has rade.
	at the location of each piece of above grade equip- A copy of the Detroit Edison Company underground
construction grawing No. 80A-63903 will be used for this purpose.	_ for this development is in my/our possession and
	Name Gaseph L. Cark
	Title buser
	Name
	Title

Date

APPLICATION FOR U.R.D. EASEMENTS	DER BEN TATE 4 -9-80 0 E 882.6
TO J. ROBERTSON **	Application No
DISTRICT <u>OAKLHND</u>	/ Date
We have included the following necessary material and information	•
MATERIAL: A. Subdivision 1. Copy of complete final proposed plat, or 2. Recorded plat a. Site plan b. Title information (deed, title committment, contract, or or B. Other than subdivision 1. Property description. 2. Site plan. 3. Title information (deed, title committment, contract with title committment.	
INFORMATION: 1. Project name ROLLING HILLS COACH HOU	11 15 - 12 1 1 1 1 3 a
1. Project name NOKLING HILLS COACH HOU City/Township/Village WATER FORD	
Type of Development Subdivision	Mobile Home Park
Apartment Complex	Other CONDOMINIUM
	Phone No. 626 - 1269
Address 3921 KIRKLAND CT.	
Owner's Representative	Phone No.
3. Date Service is Wanted MAY 1980	<u> </u>
4. Entire project will be developed at one time	☐ YES 💆 NO
5. Cable poles on property	· · · × YES □ NO
6. Joint easements required	X YES
a. Name of other utilities	، ، سر در)
b. Other utility engineer names, addresses, phone numbers:	PATPRITCHETT 968-5865
7. Part of subdivision is fed from overhead service	
Lot No.	
8. Additional information or comments:	
	Som. USILLAGUETE SERVICE PLANNING OCPARYMENT 240 0.0.40. Phone 4132



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

RECORDED RIGHT OF WAY NO. 33538