çraybrook place apartments phase ii Detroit LIBER 7874 PAGE 764

(80 83211)

Right of Way Agreement

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1) (1)

LIBER 7955 PAGE 177

September 24, 19 80

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby grant and convey to CONSUMERS POWER COMPANY, a Michigan corporation of 212 Michigan Avenue, Jackson, Michigan, 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, piping, venting, gas facilities and appurtenances including the necessary above ground equipment, connections, poles and accessories which may from time to time be required for transmitting and distributing electricity, providing communication services and gas facilities with the usual services connections and accessories in, under, upon, over and across the land located in the City of Southfield, Cakland 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 <u>Ten (10)</u> 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: Colleen M. Low	Grantors: RODNEY LOCKWOOD AND COMPANY A Michigan Corporation				
Colleen M. Rose Roger J. Gladson	Rodney M. Dockwood, Fresident				
CORDS CORDS OF DEEDS	COM CHIGAN ECONOS TERROF DEPROS				
Prepared By: Omer V. Raciñe The Petroit Edison Company 30400 Teleggaph Road	Address: 2420 East Lincoln Avenue Birmingham, Michigan 48008				
Birmingham Michigan 48010					

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

5.00

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

COUNTY OF DAKLAND)

LIBER 7874 PAGE 765

Personally came before me this 2411 day of Australia 1980, Rodney M. Lockwood, President of the above named corporation, 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.

My Commission Expires:

Notary Public,

County, Michigan

APPENDIX "A"

Part of Lot 2 of Fruit Ridge Farms Subdivision of part of East 1/2 of northeast 1/4 of Section 11, Town 1 North, Range 10 East, City of Southfield, Oakland County, Michigan, Liber 22, Page 17, Oakland County Records, more particularly described as beginning at a point on the South right-of-way line of 13 Mile Road, said point being South 89°41' 20" West 530.70 feet and South 01°08'41", East 60.01 feet from the northeast corner of Section 11, Town 1 North, Range 10 East, and proceeding thence South 01°08'41" East 901.29 feet; thence North 86°30'53" West 120.39 feet; thence North 01°08'41" West 403.95 feet; thence South 88°33'44" West 121.26 feet; thence South 66°42'43" West 121.06 feet; thence North 00°18'40" West 352.54 feet; thence North 89°41'20" East 26.00 feet; thence North 00°18'40" West 180.00 feet to a point on the South right-of-way line of 13 Mile Road 120 feet wide; thence along said line North 89°41'20" East 308.46 feet to the point of beginning.

RECORDED RIGHT OF WAY NO

APPROVED DATE

BLDG. & PROP.
DEPT.

DIV. ORG.
INS. DEPT.
LEGAL DEPT.

RE & RIVY DEPT.
SYSTEM ENG.
DEPT.

TAX DEPT.

RETURN TO

J. A. ROBERTSON

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

1975年 - 1986年 (1985年)

RECORDED RIGHT OF WAY NO. 5368 9

LEGAL DESCRIPTION FOR CRANBROOK PLACE PHASE 1

Part of Lot 2 of Fruit Ridge Farms Subdivision of part of East ½ of N.E. ¼ of Section 11, T. 1 N., R. 10 E., City of Southfield, Oakland County, Michigan, Liber 22, Page 17, OCR, more particularly described as beginning at a point on the South right-of-way line of 13 Mile Road, said point being South 89 degrees 41 minutes 20 seconds West 530.70 feet and South .01 degree 08 minutes 41 seconds. East 60.01 feet from the Northeast corner of Section 11, T. 1 N. R. 10 E: and proceeding thence South 01 degree 08 minutes 41 seconds East 901.29 feet; thence North 86 degrees 30 minutes 53 seconds West 120.39 feet; thence North 01 degree 08 minutes 41 seconds West 403.95 feet; thence South 88 degrees 33 minutes 44 seconds West 121.26 feet; thence South 66 degrees 42 minutes 43 seconds West 121.06 feet; thence North 00 degrees 18 minutes 40 seconds West 352.54 feet; thence North 89 degrees 41 minutes 20 seconds East 26.00 feet; thence North 00 degrees 18 minutes 40 seconds West 180.00 feet to a point on the South right-of-way line of 13 Mile Road 120 feet wide; thence along said line North 89 degrees 41 minutes 20 seconds East 308.46 feet to the point of beginning. Containing 4.83871 Acres.

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

AGREEMENT, made this $\frac{1}{1}$	lay of October, 1980, between The
Detroit Edison Company, hereinafter called the '	Company" and Rodney Lockwood
& Company, with offices at 2420 East L	incoln Avenue, Birmingham, Michigan
hereinafter called the "Developer".	
WHEREAS, the Developer desire	es the Company to furnish a120/240
volt secondary service toTwo	
18305 thru 18333	in the development known as
Cranbrook Place Apartments - Phase II	•
(hereinafter called the "Development") located is	Township 1N Range 10E,
Section 11, City of Southfie	ld, Oakland - County, Michigan. If
not already so recorded, the plat of said Devel	
in the Office of the Register of Deeds of Oak	
Michigan. The approximate location of said	
shown on the Company's Department Order Dra	
dated September 5, 1980	
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 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 Company \$ 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}{2.000}\$ 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 __October_29_, 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.
- 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 Telegraph Road
·	Birmingham, Michigan, 48010
Notices to the Develope	er shall be sent by United States mail or delivered in person to
	Rodney Lockwood & Company

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.

2420 East Lincoln Avenue

Birmingham, Michigan 48008

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 Rodney Lockwood & Company
By Rodney M. Lockwood
Its President

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

\$ -0-
\$ 1,697.00
\$ 1,000.00
\$ -0-
\$ -0-
\$ 2,697.00
\$_ \$_ \$_ \$_

ATTACHMENT D

AGREEMENT NUMBER C380J289

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

Estimated Direct Construction Cost	
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)	
Minus - Company's Share of Cost\$ (\$500.00 for each residential unit to be immediately served when the underground electric distribution system is completed.)	
(See B Attached)	
Refundable Line Extension Advance	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	· · · · · · · · · · · · · · · · · · ·
TOTAL PAYMENT REQUIRED \$ 2,697.00	•

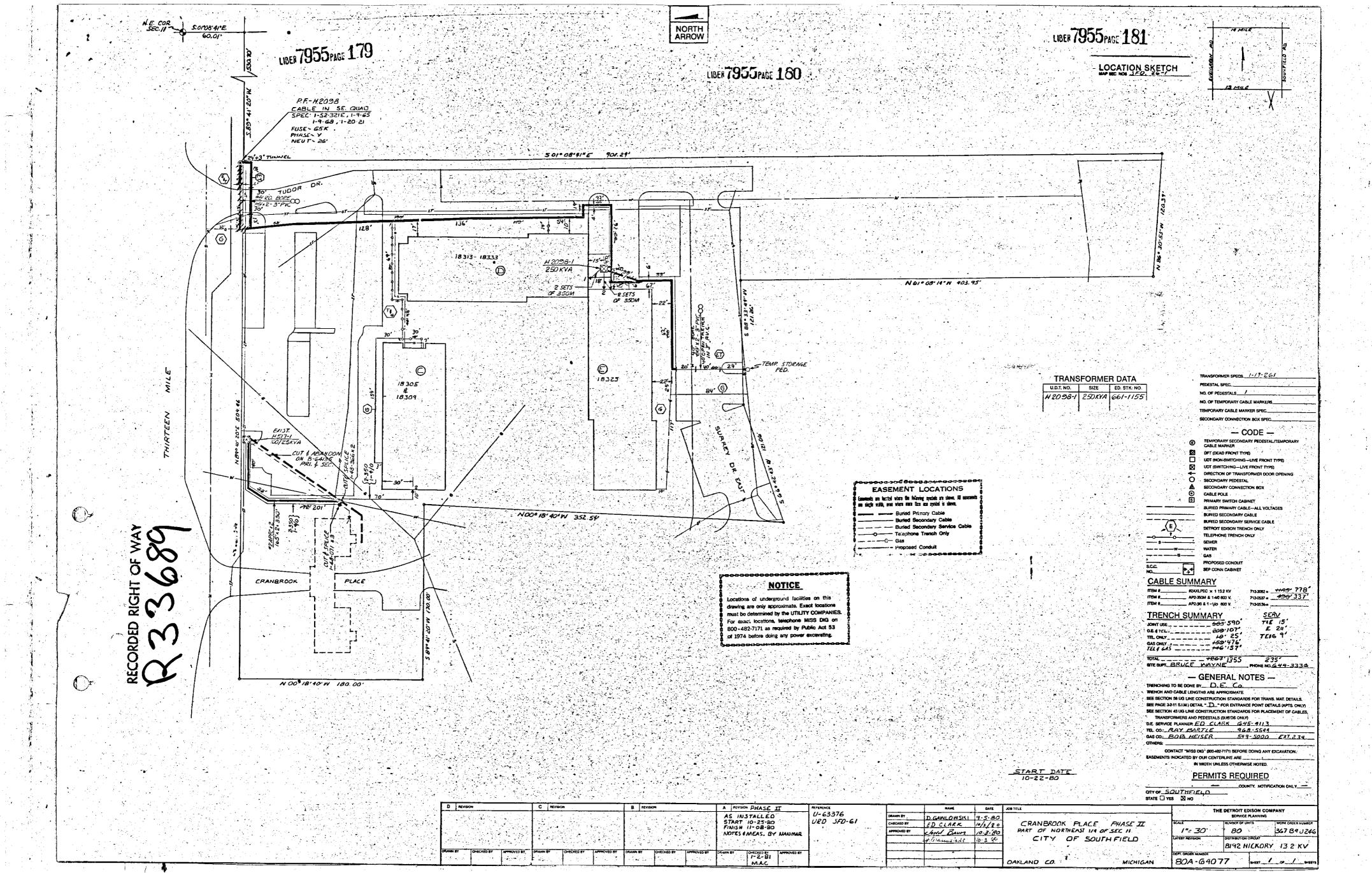
Oakland Division 30400 Telegraph Road Birmingham, Michigan 48010 (313) 645-4000

DATE: October 1, 1980

Rodney Lockwood & Company	
2420 East Lincoln Avenue	
Birmingham, Michigan 48008	
RE: Cranbrook Place Apartments - Phase	se II
at and return two copies of	mot start until this is accomplished.
retain the third copy for your file.	
	Very truly yours,
	Service Planner Date
EC:dp	
. ·	50°
C-E-R-T-I-F-I-C	. 01
facilities on the above subject dev (4) inches of final grade. I/We further agree that a stake will piece of above grade equipment, ind A copy of the Detroit Edison Compan 80A-64077 for this development	fy to the Detroit Edison Company that do door the routes of the underground elopment has been completed within four liberal be placed at the location of each licating the final grade to be achieved by underground construction drawing No. It is in my/our possession and will be
used for this purpose.	Rodney Lockwood & Co.
•	Name R. H. Lockwood
	Title President
	Name
	Title

Date 10-14-80

APPI	LICATION FOR U.R.D. EASEMENTS	For RE & Dept. Us	e Reco	2	DE & Bel	80-35
m:	JIM ROBERTSUN	Appl	lication No.	<u>-</u>		
DIS	IRICE: OAKLAND.	Date	3 <u></u>			
	have included the following necessary mater	rial and infor	mation:		•	
A.	Subdivision 1. Copy of complete final proposed plat, of the control of the contr	•	tract, or ti	tle searc	h) _ '	
TAIEA	 Title information (deed, title committees search) 	ment, contract	t with title	committm	ent, or	title_
1.	ORMATION: Project name <u>CRANBROOK PLACE PA</u>	1956 I Cour	nty OAKL	AND.		
•	City/Township/Village South FIELD	Sect	tion No	11		
	Type of Development Subdiv	ision	Mobi.	le Home P	ark	
	Apartm	ent Complex	Othe	r		
2.	Name of Owner RODNEY LOCKWOOD	of Co Phon	ne No. 64	4 40	24	
	Address 2420 EAST LINCOLN	AVENUE	BIEMING	HH-M I	nich	48008
	Owner's Representative RUDNEYLOCKU	UOOD Phor	ne No	64440	124_	
3.	Date Service is Wanted Det 8 198	<u>ට</u>		_		
4.	Entire project will be developed at one ti	me · · · ·	$\cdots \bowtie_{\lambda}$	ES	· NO	ecorded
5.	Cable poles on property		П А	ES 🗾	NO	RIGHT
6.	Joint easements required	•	<u></u> 1	es 🗌	NO	40
	a. Name of other utilities MBT	CONSU	MERS.	L		WAY.
	b. Other utility engineer names, addresse 549 5000 EKT 284 - RAY BARTO	s, phone number 4 <i>C</i> 968 <i>S</i>	ers: <u>(4AS -</u> :544	BOB H	EISE	<u></u>
7.	Part of subdivision is fed from overhead s	erviœ		ES 🗗	NO.	336
Ω	Lot NoAdditional information or comments:					5
8.	Waterough Throughton or Churches.	······································				
NOI	E: Trenching letter attached w	gner <i>Ed</i>		K 69 ng Departik	<i>15 - 4.</i> ent	<i>//3</i> ,



BIBMINGHAM, MICHIGAN 45010
30400 TELEGRAPH ROAD, 272 OARDH
30400 TELEGRAPH ROAD, 272 OARDH
BIBMINGHAM, MICHIGAN 45010

R 33689

PSSECONDED RIGHT OF HAY NO.