LIBER 7880 PAGE 162)

(80)

85820

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16593

Right of Way Agreement

4/3

Detroit

RIVER GLEN APARTMENTS

Edison 👡

SEF 25 1980	
, L	. 19 _

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 __City_______ of Farmington Hills, __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 <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 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 펌 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.

DE 963-4187 10-79 CS (DE URD-MBT)

- 1 -

ICHIGAN) LIBER 7968 PAGE 316

 $\sqrt{_{\text{LIBER}}7880_{ ext{PAGE}}}$

STATE OF MICHIGAN

COUNTY OF Oakland)

Personally came before me this 25th day of September 1980, Jerome Keywell, D/B/A River Glen Apartments and Rita Keywell, 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.

Louid Coper

My Commission Expires: 10/5/80

David Cooper Notary Public Oakland

County, Michigan

APPENDIX "A"

Land in the City of Farmington Hills, County of Oakland and State of Michigan, described as commencing at the northeast corner of the West 39.85 acres of the northeast 1/4 of Section 3, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan; thence West 16 rods; thence South 20 rods; thence East 16 rods; thence North 20 rods to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

- 2 -

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

AGREEMENT, made this $\frac{23}{2}$ day of $\frac{0}{2}$	ctober , 1980, between The
Detroit Edison Company, hereinafter called the "Company P.O. Box 60, Clawson, Michigan 48017	"and Mr. Robert Perliss,
hereinafter called the "Developer".	
WHEREAS, the Developer desires the Convolt secondary service to One	npany to furnish a 120/240
32025 W. Fourteen Mile Road	in the development known as
River Glen Apartments	
(hereinaster called the "Development") located in Townshi Section 3 (Part of NE 1/4) Farmington, Oakland	p <u>IN</u> , Range <u>9E</u> d County, Michigan. If
not already so recorded, the plat of said Development st in the Office of the Register of Deeds ofOakland	hall be recorded by the Developer
Michigan. The approximate location of said underground shown on the Company's Department Order Drawing #	nd electric distribution system is
	of which drawing is attached hereto

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, 1. 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.

RECORDED RIGHT OF WAY NO.

- Upon the execution of this Agreement, the Developer will pay to the 2. . .. This amount is the "Total Payment Required" as deter-704.00 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}{2.00}\$ 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 __November_17, 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	
Birmir	ngham	_, Michiga	n,48010

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

Mr. Ro	bert Perliss	
P.O. I	Box 60	
Claws o	on, Michigan 48017	

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.

THE DETROIT EDISON COMPANY

By Leonard P. Lucas

Its Director of Service Planning

DEVELOPER \ Robert Perliss

Its Owner & Developer

ATTACHMENT C

SCHEDULE OF REPUNDS

- (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.
- (2) Refunds under part 1 of this Attachment C shall be made without interest for a five-year 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 =	\$
Mobile Home Parks, Condominiums and Apartment House Complexes	
trench feet x \$1.90 per trench foot =	\$ 304.00
100 KVA of installed transformer capacity x \$4.00	\$ 400.00
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-
Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$ -0-

ATTACHMENT D

AGREEMENT NUMBER	C478J205
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COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	712.00
Minus - Company's Share of Cost	8,000.00
Refundable Line Extension Advance	-0-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	704,00
TOTAL PAYMENT REQUIRED \$	704.00



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

DATE: October 23, 1980

Mr. Robert Perliss

P.O. Box 60

Clawson, Michigan 48017

RE: River Glen Apartments

Gentlemen:

Ayidp

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,

Service Planner

Oct. 24, 1980

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.

77A-64144 for this development is in my/our possession and will be used for this purpose.

Name

Title

Name

Title

Date

- DE FORM PL 110 9-74 CS

NUMBER 63-82653

CHICAGO TITLE INSURANCE COMPANY

CHICAGO, ILLINOIS 60602

THE PHILIP F. GRECO TITLE COMPANY

118 CASS AVENUE • MT. CLEMENS, MICHIGAN 48043 • (313) 463-1582

CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon satisfactory compliance with the requirements herein set forth and upon payment of the prescribed premium. If any requirement is not satisfied, the title policy will be issued subject to the exception which would otherwise be eliminated by compliance with such requirement. The policy will also contain exceptions as to matters affecting the title to subject property which may arise after the date hereof and which have not been eliminated to our satisfaction. All policies are subject to the printed conditions contained in the policy form. Owners' and Loan Policies With Exceptions will be issued with general exceptions as shown on the reverse side hercof.

FORM OF POLICY TO BE ISSUED

ALTA OWNER'S POLICY FORM B—1970 (SECHEMA) 0/91-10-17-70)

FOPM B-1970 (AMENDED 10 17-70)
WITHOUT EXCEPTIONS

ALTA LOAN POLICY —1970 (AMENDED 10 17-70) WITH EXCEPTIONS

PARTY TO BE INSURED

NAMES TO BE FURNISHED LATER

DESCRIPTION OF REAL ESTATE

Situated in City of Farmington Hills, Oakland

County, Michigan

Commencing at the northeast corner of the west 39.85 acres of the northeast 1/4 of section 3, town 1 north, range 9 east; thence west 16 rods; thence south 20 rods; thence east 16 rods; thence north 20 rods to the point of beginning. Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

Parcel Identification No. 23-03-203-029

OWNER, ENCUMBRANCES, EXCEPTIONS TO TITLE, UNPAID TAXES AND REQUIREMENTS FOR ISSUANCE OF POLICY

1. Owner: Vincent Rizzo and Nancy Rizzo, his wife

RECORD DEED FROM ABOVE OWNERS TO NAMES TO BE FURNISHED LATER.

- 2. Mortgage for \$21,000.00 executed by George F. Dicdrich and Mildred E. R. Diedrich, his wife to Manufacturers National Bank of Detroit, dated January 23, 1969 and recorded January 29, 1969 in liber 5312, page 170, Oakland County Records:
- 3. Subject to an Easement for Water Mains over the south 27 feet of the north 60 feet of subject property granted to the County of Oakland, as set forth in liber 5006, page 572, Oakland County Records.

(SEE RIDER)

CHICAGO TITLE INSURANCE COMPANY

Countersigned: __'

J. F. Guastella Authorized Signatory

Dated at Mount Clemens October 5, 1979 at 8

Michigan, A.M.

REVISED

This Commitment is valid and binding for a period of 90 days from the date hereof.

resident.

M. Elloye

Secretary.

Form 3101 R-10-73

MMITMENT FOR TITLE INSURA COMPANY BSTRACT AND TITLE BURTON

1650 W BIG BEAVER ROAD

CENTRAL OFFICE

TROY, MICHIGAN 48084

EFFECTIVE DATE: December 16, 1977 at 8 AM

COMMITMENT NO.

63-096125

BURTON ABSTRACT AND TITLE COMPANY, a Michigan Corporation, hereby agrees to issue a policy of title insurance as hereinafter set forth upon payment of the prescribed premium. THE POLICY WILL BE ISSUED SUBJECT TO EACH ENCUMBRANCE AND EXCEPTION LISTED BELOW, OR WHICH ARISES AFTER THE EFFECTIVE DATE HEREOF, UNLESS ELIMINATED TO OUR SATISFACTION.

FORM OF POLICY TO BE ISSUED

A L.T.A. OWNER'S POLICY

75,000.00

A.L.T.A MORTGAGE POLICY WITHOUT EXCEPTIONS

A.L.T.A. MORTGAGE POLICY WITH EXCEPTIONS

PARTY TO BE INSURED

TO BE FURNISHED LATER

DESCRIPTION OF REAL ESTATE

City of Farmington Hills, Situated in

Oakland County, Michigan

Commencing at the Northeast corner of the West 39.85 acres of the Northeast 1/4 of Section 3, town 1 north, range 9 east, City of Farmington Hills, Oakland County, Michigan; thence West 16 rods; thence South 20 rods; thence East 16 rods; thence North 20 rods to the point of beginning.

Tax Item No. 23-03-203-029

ITEM

OWNER, ENCUMBRANCES, EXCEPTIONS AND REQUIREMENTS

George F. Diedrich and Mildred E. R. Diedrich, his wife

RECORD DEED FROM ABOVE OWNERS TO THE PARTIES TO BE INSURED (TO BE FURNISHED LATER).

- Mortgage for \$21,000.00 executed by George F. Diedrich and Mildred E. R. Diedrich, his wife, to Manufacturers National Bank of Detroit, a National Banking Association, dated January 23, 1969 and recorded January 29, 1969 in liber 5312, page 170, Oakland County Records.
- Subject to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.
- 4. Easement for water mains over the south 27 feet of north 60 feet of subject property, granted to the County of Oakland as recorded in liber 5006, page 572, Oakland County Records.
- 1977 City Taxes: Paid, \$726.50. 1977 County Taxes: Unpaid, \$695.64.

Countersigned by _

Authorized Signature

BURTON ABSTRACT AND TITLE COMPANY

PRESIDENT

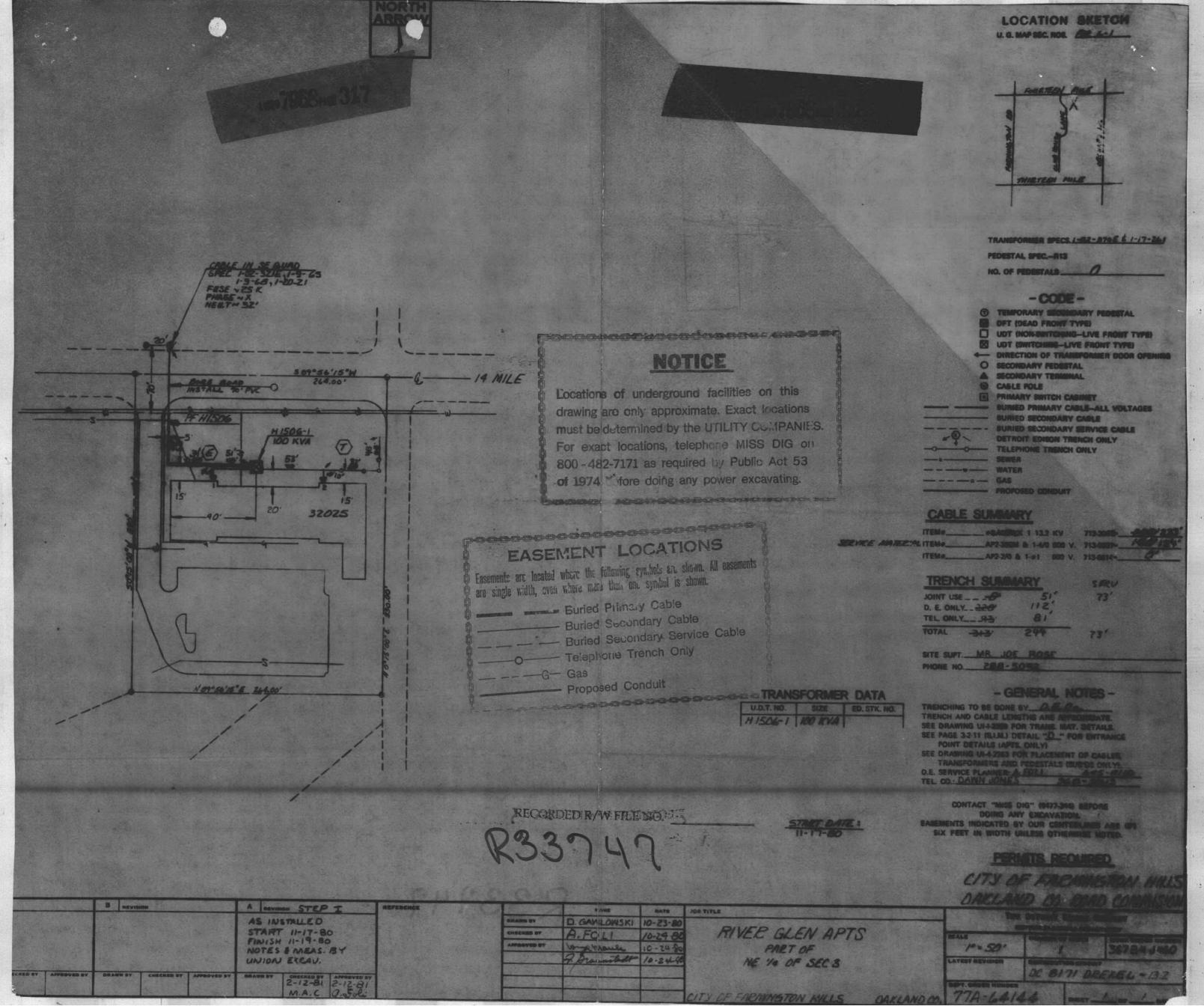
If countersigned by an authorized officer or agent of the company, this commitment is valid and binding for a period of 90 days from the date hereof.

TB-3:9/76

NOTE: The reverse side hereof is part of this commitment.

AUDIT NUMBER C 414826

APP	LICATION FOR U.R.D. EASEMENTS	For RE & RW Dept. Use	Date Recd S.15.80	DE & Bell No OE 80-33
TO:	MR. JIM ROBERTSON.	Application	n No	
DIS	TRICT: OAKLAND	Date	3-20-80	2.
We	have included the following necessary material	and information	1:	
MAT	ERIAL:			
A.	Subdivision 1. Copy of complete final proposed plat, or 2. Recorded plat a. Site plan b. Title information (deed, title committee)	ert. contract.	or title sea	.rch)
or B.	Other than subdivision 1. Property description 2. Site plan 3. Title information (deed, title committment, search)			
INFO	ORMATION: Project name RIVER GLEAD APT'S, 32025-1-145-126-80.	County	OFKLA	ND.
	City/Township/Village FAR. HILLS	_ Section No	. 3	
	Type of Development Subdivision		Mobile Home	Park
	Apartment C	domplex	Other	以 是
2.	Name of Owner MR. ROBER+ PERLISS	Phone No	288-8	2040.
	Address 85 N.MAPLE RD, #10;			
	Owner's Representative MR. JUSEPE RUSC	_ Phone No	28820	140.
	Date Service is Wanted Oct. 1980	_		7
4.	Entire project will be developed at one time .	1	YES	7 1/0
5.	Cable poles on property		YES	J-NO (,
6.	Joint easements required	• • • • • •	YES	7 NO . C.
	a. Name of other utilities M.B.T. DALIN TONES 968-5092. b. Other utility engineer names, addresses, phone numbers:			
7.	Part of subdivision is fed from overhead service	e	YES 2	NO NO
c	Lot No.	-		
8.	Additional information or comments:			
TOM	E: Trenching letter [] attached [] will b	(Indy	er. Folianning Depart	ment



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RECORDED RIGHT OF WAY NO.