

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 1981, by and between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHAEL J. WALSH AND HIS WIFE, JANET L. WALSH, of 1655 Gloucester, Plymouth, Michigan, 48170, hereinafter referred to as "OWNERS".

W I T N E S S E T H :

WHEREAS, EDISON has sold and furnished electric power to OWNER for purposes of resale to individual customers in a mobile home park in the Township of Hume, Huron County, known as Oakgrove Trailer Park in the premises hereinafter described, consisting of Twelve units; and

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

NOW, THEREFORE, in consideration of One Thousand Four Hundred and Forty Dollars (\$1,440.00) and the mutual promises and covenants for the transfer of said electric facilities, to be consummated by a Bill of Sale, it is hereby agreed:

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

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wires and equipment, including electrical meters serving each individual unit, upon, over and across property described as: Land in the Township of Hume, County of Huron, Michigan, described as: Legal Description of Property on which site is located: A parcel of land described as: Commencing at the SW corner of Section 7, T18N.R12E; Thence N2°21'E along the section line 604 ft.; Thence 588°27'E 33ft. to the Point of Beginning of this description: Thence 588°27'E 400.6 ft.; Thence N2°21'E 595.6 ft.; Thence N33°56'W 150.0 ft.; Thence 556°04'W 262.04 ft.; Thence S33°56'E 83.0 ft.; Thence 52°21'W 218.48 ft.; Thence N44°37'30"E 297.26 ft.; Thence 52°21'W 436.2 ft.; Thence N88°27'W 320.0 ft.; Thence 52°21'W 100.0 ft. to the Point of Beginning.

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

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

3. In accordance with the rules of the Michigan Public Service Commission, OWNER shall provide EDISON with a recordable easement for installation and maintenance of its electrical facilities. The site plan drawing dated March 24, 1964, attached hereto, as Exhibit A indicates the specific easements required by EDISON for the existing equipment as well as any additional easements which may be required for ingress and egress or future maintenance of the system. Owners execution of this Agreement will indicate its approval of these easements.

The easements shall be described as a 20 foot wide easement 10 feet on each side of the line as installed according to the Site Plan (Exhibit A) unless otherwise noted on site plan. OWNER represents that the location of said underground lines as indicated on Exhibit A is accurate to his best understanding and belief. In the event of said site plan being inaccurate, OWNER for himself, his successors and assigns disclaims any right to challenge the validity of the easements intended to be granted.

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

4. It is understood and agreed that OWNER shall, according to the MPSC rules, move mobile homes or other equipment as required to provide access to the electrical equipment or to facilitate maintenance or required upgrading of the existing system. A

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review of the mobile home park indicates that the following mobile homes and/or equipment must be relocated to provide access to the easements specified in Section 3: NONE.

5. OWNER also agrees to execute any tree cutting permit required by EDISON to insure the proper clearances for the distribution system.

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

- a) An inspection of Oakgrove Trailer Park indicates that the condition of the meter supports are as follows: Adequate.

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

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

Because the following equipment cannot be removed until EDISON has performed certain alterations to the distribution system, these items shall be removed only after notification from

EDISON that the alterations have been performed. The items are as follows:

One 20-foot pole

Service entrance equipment consisting of:

1 current coil cabinet, 2-200 amp disconnects, conduit, 500 MCM wire and brackets.

c) The following electrical responsibilities of OWNER must be separated from those of the tenants: None.

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

8. OWNER, by the execution of this Agreement, authorizes EDISON to undertake the alterations to its distribution system as well as any other changes necessary for the transfer of this mobile home park electrical distribution system. The estimated cost of such alterations is approximately Six Hundred Dollars (\$600.00). In the event of default by OWNER of any of the conditions contained herein whereby the anticipated transfer does not occur, OWNER shall pay to EDISON the actual cost of said alterations made by EDISON, as determined by EDISON.

9. In order to conform to the National Electric Safety Code, EDISON will be required to make further alterations to the

distribution system being purchased. These alterations are to be completed prior to the transfer of the system to EDISON.

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

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

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

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

purchase price for Oakgrove Trailer Park is computed as follows for each master meter section within the park:

Number of lot	<u>12</u>
x Rate per lot	<u>\$ 200</u>

Basic price	<u>\$2,400</u>
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Age of park January 1, 1968 to August 1981.

Total age 13 years.

Number of full five-year periods	$\frac{\text{Age}}{5} = \frac{13}{5} = 2$
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Reduction to base rate

Number of lots	<u>12</u>
x Reduction	<u>\$ 40.00</u>

\$ 480.00

x Number of full five year periods	<u>2</u>
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Total Reduction	<u>\$ 960.00</u>
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Basic Price	<u>\$2,400.00</u>
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Total Reduction	<u>\$ 960.00</u>
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Purchase Price	<u>\$1,440.00</u>
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11. OWNER warrants and represents to EDISON that it has good and marketable title to all of the electric facilities being transferred to EDISON and that there are no mortgages, liens or other encumbrances upon the property to be transferred.

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

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

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

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

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

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



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

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

In the Presence of:  
Patrick J. Tobin  
Patrick J. Tobin

OAKGROVE TRAILER PARK  
Michael J. Walsh  
MICHAEL J. WALSH  
Janet L. Walsh  
JANET L. WALSH

In the Presence of:  
\_\_\_\_\_

THE DETROIT EDISON COMPANY  
By \_\_\_\_\_  
J. JAMES ROOSEN

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Mr. & Mrs. Michael J. Walsh, whose address is 1655 Gloucester, Plymouth, Michigan hereinafter referred to as "OWNERS", for and in consideration of the sum of One Thousand Four Hundred and Forty (\$1,440) Dollars lawful money of the United States to it paid by THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, hereinafter referred to as "EDISON", the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto EDISON, its successors and assigns, all right, title and interest to the electrical distribution system, located on real property belonging to OWNER and identified as Oakgrove Trailer Park consisting of the following equipment:

1. 12 single-phase, 120/240-volt "A" base watt-hour meters.
2. 12 single phase "A" base meter enclosures.
3. 430 feet of omxat wire.

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

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



# 3 LOT ADDITION TO OAK GROVE SUMMER TRAILER PARK

**LOCATION:** OAK BEACH, MICHIGAN ON M-25

**OWNER:** LAWRENCE J. WALSH AND MARY E. WALSH HIS WIFE  
PORT AUSTIN, MICHIGAN R.F.D.

FOR SELF CONTAINED TRAILERS ONLY

PREPARED BY: Leon L. Bateman

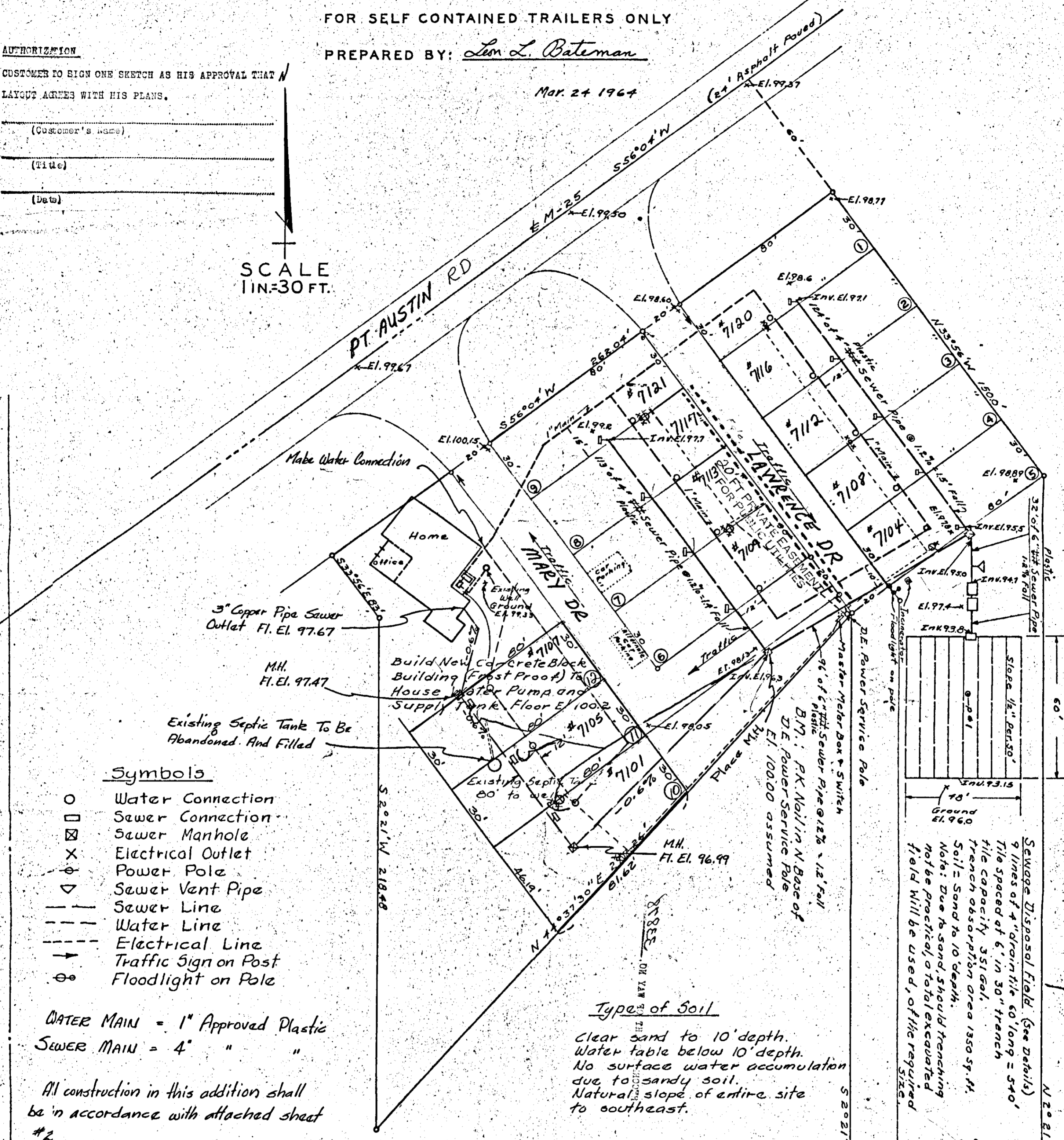
Mar. 24 1964

**AUTHORIZATION**

CUSTOMER TO SIGN ONE SKETCH AS HIS APPROVAL THAT LAYOUT AGREES WITH HIS PLANS.

(Customer's name) \_\_\_\_\_  
 (Title) \_\_\_\_\_  
 (Date) \_\_\_\_\_

SCALE  
1 IN = 30 FT.



**Symbols**

- Water Connection
- Sewer Connection
- ⊠ Sewer Manhole
- ✕ Electrical Outlet
- ⊕ Power Pole
- ▽ Sewer Vent Pipe
- Sewer Line
- - - Water Line
- - - Electrical Line
- Traffic Sign on Post
- ⊙ Floodlight on Pole

WATER MAIN = 1" Approved Plastic  
 SEWER MAIN = 4" " "

All construction in this addition shall be in accordance with attached sheet #2.

**Type of Soil**

Clear sand to 10' depth.  
 Water table below 10' depth.  
 No surface water accumulation due to sandy soil.  
 Natural slope of entire site to southeast.

**Legal Description of Property on which site is located:**

A parcel of land described as: Commencing at the SW corner of Section 7, T18N, R12E; Thence N2°21'E along the section line 604 ft.; Thence S88°27'E 33 ft. to the Point of Beginning of this description; Thence S88°27'E 400.6 ft.; Thence N2°21'E 595.6 ft.; Thence N33°56'E 150.0 ft.; Thence S56°04'W 262.04 ft.; Thence S33°56'E 83.0 ft.; Thence S2°21'W 218.48 ft.; Thence N44°37'30"E 297.26 ft.; Thence S2°21'W 436.2 ft.; Thence N88°27'W 320.0 ft.; Thence S2°21'W 100.0 ft. to the Point of Beginning.

**General Notes**

Individual site boundaries to be marked with painted 4" cedar posts 2' high at site corners and 3' high at block corners. Auto parking space available on each lot as shown on drawing or on side of street next to center of each site. One way traffic signs shall be posted at each entrance.

**Special Note**

A total excavated field will be used with 900 sq. ft. of area. 5 rows of 4" drain tile each 60' long, laid on 3 ft. centers.  
 Two sewer manholes will be eliminated and cleanouts as shown in sketch used at 40 ft. intervals.  
 One 1135 gal. Septic Tank will be used in place of two 825 gal. tanks, and eliminate the 24" by 3 ft. long Bell tile with cover, and use standard cover which comes on approved tank.

**Special Note**

4" and 6" Plastic Sewer Pipe will be substituted for 4" and 6" vit. sewer pipe.

WITH CORRECTIONS AS NOTED IN LETTER OF TRANSMITTAL

**APPROVED**

For Compliance With Act 243 P.A. 1959

MAY 23 1963

ACTING DIRECTOR

Director of Public Health

THIS APPROVAL DOES NOT RELATE TO THE CONSTRUCTION OF THE TRAILER PARK CONSTRUCTION RELATING TO THE REQUIREMENTS OF THE STATE PLUMBING AND ELECTRICAL CODES.

Point of beginning of Property description

S.W. Cor. Sec. 7  
T18N-R12E

Sheet 1 of 2 sheets

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