HIGHLAND PARK APARTMENTS

LIBER 7901 PAGE 297 ) LIBER 8158 PAGE 541

## Detroit Edison

## Right of Way Agreement

10	-21	1980

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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 GENERAL TELEPHONE COMPANY OF MICHIGAN, 455 East Ellis Road, P.O. Box 149, Muskegon, Mich. 49443 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 upon, over and across the land located in the <u>Township</u> or <u>Interview</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 at the 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. EŽ. N

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and and on this date.

Witnesses: Grantors Omer V. Racine Address: 720 Bogie Take Road N Prepared By: The Detroit Edison Company Milford, Machigan 48042 30400 Telegraph Road 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.

STATE OF MICHIGAN

COUNTY OF: DAKLAND)

Personally came before me this 25th day of October 1980, David and Judy Olson, his wife, to me known to be the persons who executed the foregoing instrument and advantaged the interpretation of the persons who executed the foregoing 1980, David Olson instrument and acknowledged that they executed the same as their free act and deed.

SHIRLEY A. CARY

My Commission Expires: My Commission Expires July 1, 1984

Notary Public, Oakland County, Michael Public, Oakland County, Michigan

SS:

#### APPENDIX "A"

Outlot A of Highland Park, a subdivision of part of the East 1/2 of the southwest 1/4of the southwest 1/4 of Section 13, Town 3 North, Range 7 East, Highland Township, Oakland County, Michigan as recorded in Liber 90 of Plats, Page 40, Oakland County Records.

RECORDED RIGHT OF WAY NO. 34305

AFI LICATION FOR U.R.D. EASEMENTS	DEPTUSE 100 10 8-80 10. 06 80-3
TO J. ROBERTSON	Application No
DISTRICT OAKLAND	Date
We have included the following necessary material and information:	
MATERIAL: A. Subdivision	•
<ol> <li>Copy of complete final proposed plat, or</li> <li>Recorded plat</li> <li>Site plan</li> </ol>	
b. Title information (deed, title committment, contract, or title search	ch)
B. Other than subdivision 1. Property description.	
<ol> <li>Site plan.</li> <li>Title information (deed, title committment, contract with title committee).</li> </ol>	timent, or title search).
INFORMATION: 1. Project name HIGHLAND PARK APTS	County OAKLAND
	_ Section No
Type of Development Subdivision	Mobile Home Park
Apartment Complex	Other G
2. Name of Owner DAVID OLSON	Phone No. 887-2718
Address 720 BOGIE LK. RO. MILFORD	Mi. 48042
Owner's Representative JOE LA FLAMME	Phone No. 698-1459
3. Date Service is Wanted DEC. 1, 1980	—————————————————————————————————————
4. Entire project will be developed at one time	☐ YES 🔯 NO 💍
5. Cable poles on property	X YES ☐ NO
6. Joint easements required	
a. Name of other utilities <u>GENERAL TELEPHONE</u>	÷ Co.
b. Other utility engineer names, addresses, phone numbers: <u>UER</u> 7362 DAVISON RO. DAVISON, N.	RY SAGE 887-6808 11. 48423
7. Part of subdivision is fed from overhead service	☐ YES 💆 NO
LOT NO. SIDWELL 11-13E-354-00TLOTA.	-009
8. Additional information or comments:	
NOTE: Trenching letter : attached will be submitted later.	·
NOTE: Trenching letter attached will be submitted later.  Signed Signed	Williams

BONNIE HIGHLANDS DEVE CERTIFICATE OF MUNICIPAL APPROVAL SUBDIVISION OF PART OF E FOF SW FOF SEC 13 T 3N'R 7E SURVEYOR'S CERTIFICATE V. RGINIA P SALLINAN LACK X SHOLS ACKNOWLEDGMENT DESCRIPTION OAKLAND CO. MICH. DEDICATION ALE DIMENS ONS ARE IN FEET AND DECIMALS THEREOF. ALE CUPVE DISTANCES ARE MEASURED ALONG THE ARC. SCALE ! INCH-100 FEET HIGHLAND TWP 22 23 24 2 26 27 8  $\bar{b} \subseteq -V_Y$ б 1747 ö OUTLOT OUTLOT ROAD F. 2 3 51 DRIVE ONA 20 GRA55 HIGHLAND Probert differencedes Plat Engineer P SENERAL MAY 6 1957 18

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

AGREEMENT, made this 6 day of November, 1980, between The
Detroit Edison Company, hereinafter called the "Company" and Olaf Realty, with offices at 1700 Mead, Pontiac, Michigan
hereinafter called the "Developer".
WHEREAS, the Developer desires the Company to furnish a 120/240
volt secondary service to
1558, 1560, 1562, 1564, 1566, 1568, 1570, 1572 in the development known as
Highland Park Apartments
(hereinafter called the "Development") located in Township 3N, Range 7E,
Section 13, Highland Township, Oakland County, Michigan. If
not already so recorded, the plat of said Development shall be recorded by the Developer
in the Office of the Register of Deeds of Oakland County,
Michigan. The approximate location of said underground electric distribution system is
shown on the Company's Department Order Drawing # 80A-64132
dated October, 1980 , a copy of which drawing is attached hereto
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 ... This amount is the "Total Payment Required" as determined 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.

- 10. If the Company, in its sole judgement, determines that all of the customers (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.
- 11. The Company shall not be responsible for any losses or damages incurred 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 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.

ARCORDED RIGHT OF WAY NO.

- 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 EL ATTENTION: DIV	
	30400 Telegrap	h Road
	Birmingham	, Michigan,48010
Notices to the Develop	er shall be sent by Unite	ed States mail or delivered in person to:
	Olaf Realty	
	1700 Mead	·
	Pontiac, Michi	gan 48054

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 Lucas
ItsDirector_of_Service_Planning_
DEVELOPER Olaf Realty
By David Olson
Its Partner

#### ATTACHMENT C

#### **SCHEDULE OF REFUNDS**

- (II) 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 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

COMPUTATION OF NON-REFUNDABLE CONTRIB	UTIC	<u>N</u>
Single Home Subdivisions		
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 =	\$	532.00
100 KVA of installed transformer capacity x \$4.00	\$	400.00
As defined in Paragraph 2 of the Agreement, additional conrefundable 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 Paragraph 4) an additional nonrefundable contribution is equired in the amount of	\$	-0-
TOTAL	\$	932.00

#### ATTACHMENT D

### AGREEMENT NUMBER C480J338

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

Estimated Direct Construction Cost	\$_	840.00
(Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.)		
Minus - Company's Share of Cost	\$	3,500.00
(\$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	\$	-0-
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$_	932.00
TOTAL PAYMENT REQUIRED	\$	932.00

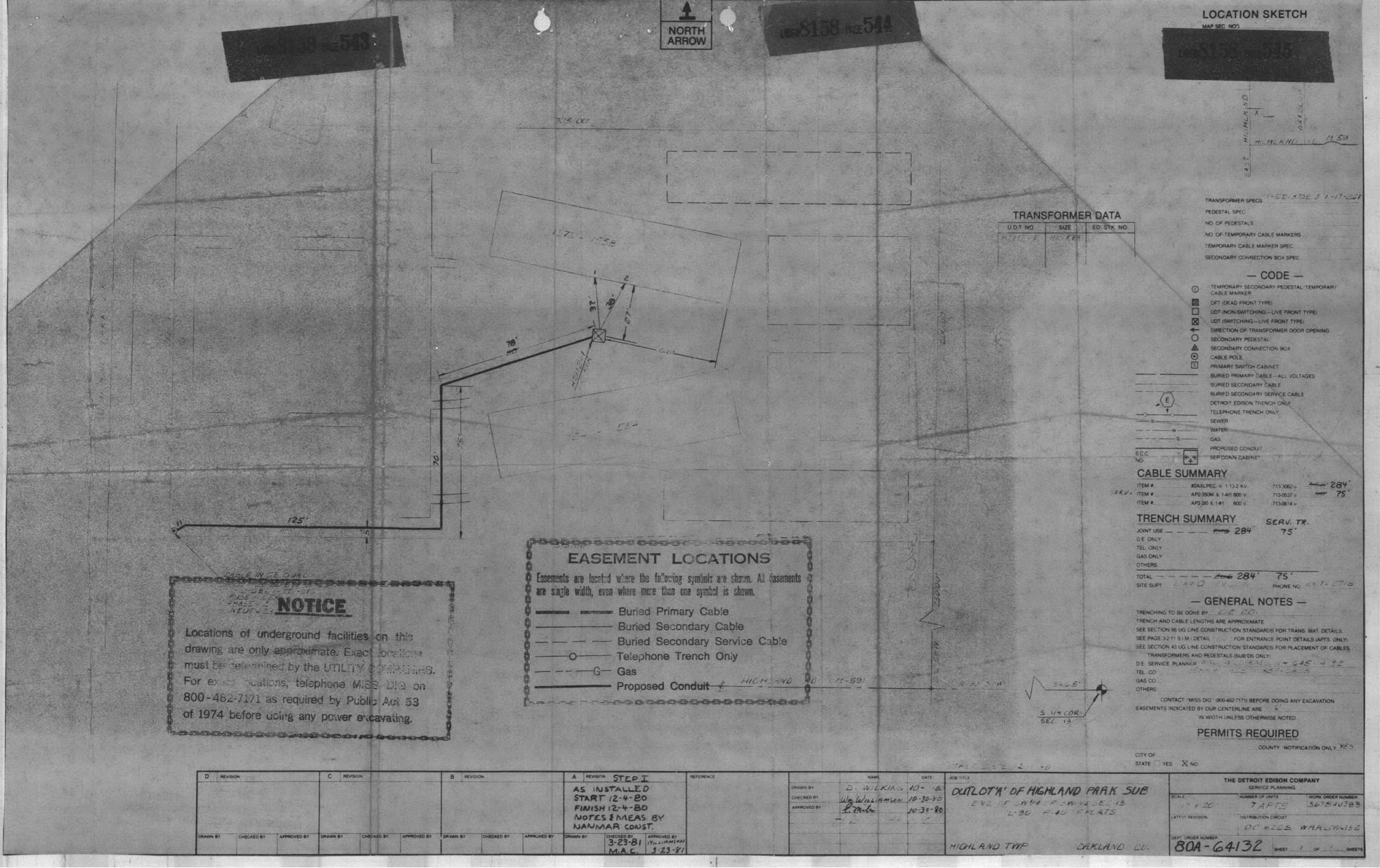
DATE: November 6, 1980	
Olaf Realty	
1700 Mead	
Pontiac, Michigan 48054	
RE: Highland Park Apartments	<del></del>
Gentlemen:	·
project, it is necessary that the c	nstruction date for the above named onditions of the grade in the area of annot start until this is accomplished.
Please sign and return two copies or retain the third copy for your file	
	Very truly yours,
· .	Service Planner
WW:dp	11/6/50
	Date / /
C-E-R-T-I-F-I-	C-A-T-E
02	S
all grading in utility easements an	fy to the Detroit Edison Company that down the routes of the underground elopment has been completed within four
piece of above grade equipment, ind A copy of the Detroit Edison Compan 80A-64132 for this developmen	l be placed at the location of each icating the final grade to be achieved. It is in my/our possession and will be
used for this purpose.	Name Durid Moon
·	Title partner
	Name Creth of following
	Title Control of the

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