AGREEMENT - EASEMENT - RESTRICTIONS SO

This instrument made this 3 d day of October This instrument made this 3 day of October, 19 79, by and between the undersigned Owners and 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 called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

WITNESSETH:

WHEREAS, Owners are erecting apartments known as Hazelcrest Place , on land in the <u>City</u> of <u>Hazel Park</u> , State of Michigan, as described in Appendix "A", of Hazel Park attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to public authority having jurisdiction or to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearragement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an installed! drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (61) feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.
- (5) Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.
- (6) Easements herein granted are subject to the following restrictions and additional conditions:

a. Said easements shall be subject to Order of and the Rules and Regulations adopted from the time by the Michigan Public Service Commission?

-1-

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

15.00

RECORDED FIGHT OF WAY NO

N



- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of:

BARBARA ANN MAHER

enrole will.

Mary Ellen Harvie

THE DETROIT EDISON COMPANY

Real Estate and Rights of Way Dept.

IRENE C. KATA ASSI. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

KETH). REGAN Staffingung Wisor, Right of Way

(authorized signature)

. *63*,3

		LIBER 7749 PAGE 470 SS. (LIBER 7650 PAGE 788)		
STATE OF MICHIGAN)	SS.	(LIBER 7650 PAGE 788)	
COUNTY OF WAYNE	,	55.	LIDER 10001 AGE 100 Z	
On this_	8th	day of October	,19 ⁷⁹ , before me the	
subscriber, a Nota	ry Pu	blic in and for said Co	ounty, appeared Robert R. Tewksbury	
and Irene C. Kata , to me personally known, who being by me duly sworn				
did say they are t	he_Di	rector, Real Estate and	Rights of Way and Assistant Secretary	

in behalf of said corporation, by authority of its Board of Directors, and Robert R. Tewksbury Irene C. Kata and _acknowledged said instrument to be the free act and deed of said corporation.

of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently

under the laws of Michigan and New York, and that the seal affixed to said instru-

ment is the corporate seal of said corporation, and that said instrument was signed

BARBARA ANN MAHER Notary Public, Wayne County, Mich. My Commission Expires June 28, 1982 Notary Public, Wayne County, Michigan My Commission Expires:

STATE OF MICHIGAN SS. COUNTY OF WAYNE

On this 16th day of October , 19 79 , before me the subscriber, a Notary Public in and for said County, appeared Keith J. Regan to me personally known, who being by me duly sworn did say that he is Engrg. Staff Supervisor, Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY a Michigan corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and Keith J. Regan acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

JANET L. SCHRECONGOST stary Public, Macomb County, Michigan nission Expires May 19, 1982

WITTNESSES: LIBER 774 PAGE 471

HAZELCREST LIMITED DIVIDEND HOUSING ASSOCIATION

A Michigan Limited Partnership 26400 Lahser Road - South 104 Southfield, Michigan 48034

File No. 3-79 Oakland County Records

manul Rant

Emanuel Ravet, General Partner

eo P. Sklar, General Partner

STATE OF MICHIGAN

COUNTY OF DAKLAND) SS:

Marsha L. Grimstad

Personally came before me this 3 day of October 1979, Emanuel Ravet and Leo P. Sklar, General Partners of the above named Michigan Limited Partnership, to me known to be the persons who executed the foregoing instrument and to me known to be such partners and acknowledged that they executed the foregoing instrument as such partners as the free act and deed of said Michigan Limited Partnership.

SHARLEEN R. DAVIS

Notary Public,

macomb County, Michigan

ACTING IN CAKLAND COUNTY

My Commission Expires: JUNE /3,198/

APPENDIX "A"

A parcel of land being a part of Lots 155, 156, 164, 165, 169 and 170 and all of Lots 166 thru 168 inclusive and all of Lots 206 and 207 Hazelcrest Subdivision as recorded in Liber 30 of Plats on page 39 of Oakland County Records along with Lots 162 thru 164 inclusive of Campbell Brothers Subdivision as recorded in Liber 31 of Plats on page 27 of Oakland County Records and Lots 1579 thru 1614 (except Lots 1605 and 1608) of Nine-Oakland Subdivision No. 3 as recorded in Liber 17 of Plats on page 37 of Oakland County Records, being a part of the southeast 1/4 of Section 26, Town 1 North, Range 11 East, City of Hazel Park, Oakland County, Michigan and being more particularly described as beginning at the southeast corner of Lot 1579 of said Nine-Oakland Subdivision No. 3, being a distance of 914.88 feet North 00°29'30" East along the East line of said Section 26, and a distance of 143.00 feet South 89°40' 30" West of the southeast corner of said Section 26; thence continuing South 89°40'30" West 514.43 feet to a point in the East line of the North bound service drive of I-75 expressway; thence North 14° 53'30" WEst 172.53 feet and North 17°20'00" WEst 249.12 feet along the East line of said service drive to a point in the South line of Orchard Ave.; thence South 89°29'00" East 31.96 feet along said Orchard Ave.; thence North 00°25'30" East 162.37 feet to the northwest corner of Lot 206 of said Hazelcrest Subdivision; thence South 89°48'00" East 105.00 feet along the rear line of said Lot 206 extended East to a point common with the West line of Campbell Brothers Subdivision; thence South 89°52'00" East 149.48 feet along the rear line of Lots 162 thru 164 to the northeast corner of Lot 164 of said Campbell Brothers Subdivision; thence South 00°25'30" West 162.35 feet along the East line of said Lot 164 extended to the South line of said Orchard Ave.; thence North 89°54'00" East 104.00 feet to the northeast corner of Lot 1609; thence South 00°29'30" West 118.24 feet to the southeast corner of said Lot 1609; thence North 89°40'30" East 40.00 feet to the southwest corner of Lot 1607; thence North 00°29'30" East 118.08 feet to the northwest corner of said Lot 1607; thence North 89° 54'00" East 80.00 feet to the northeast corner of Lot 1606; thence South 00° 29'30" West 117.78 feet to the southeast corner of said Lot 1606; thence North 89°40'30" East 40.00 feet to the southwest corner of Lot 1604; thence North 00°29'30" East 117.61 feet to the northwest corner of said Lot 1604; thence North 89°54'00" East 80.00 feet to the northeast corner of Lot 1603; thence South 00°29'30" West 234.30 feet to the southeast corner of Lot 1602; thence South 06°21'41" East 50.28 feet to the northeast corner of Lot 1579; thence South 00°29'30" West 117.00 feet to the point of beginning. Containing 5.993 acres of land.

PREPARED BY:
Omer V. Racine
The Detroit Edison Company
30400 Telegraph Road
Birmingham, Michigan 48010

APPLICATION FOR U.R.D. EASEMENT	D USE	112 9.25-79 10 0E 9-95
TO: T. ROBERTSON	Application	No
DISTRICT DAKLAND	Date	9-25-79
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 title sear or B. Other than subdivision 1. Property description. 2. Site plan. 3. Title information (deed, title committment, contract with title commit 		search).
INFORMATION: 1. Project name HAZELCREST PLACE APTS WAZEL CREST PLACE APTS	County	DAKIND SER 21
City/Township/Village HAZEL PARK		· •
Type of Development Subdivision	Mobile 1	łome Park
2. Nome of Owner NORTH CRANBROOK ASSOCIATES	Other	200 2222
	_ Phone No <i>Mic</i> u	358 2323
•	· 	*
Owner's Representative	_ Phone No	358 2327
3. Date Service is Wanted		
4. Entire project will be developed at one time	YES	□ но 💢
5. Cable poles on property	YES	□ NO S
6. Joint easements required	· YES	□ мо
b. Other utility engineer names, addresses, phone numbers: JAN	PAQUE	TTE-968-3155
7. Part of subdivision is fed from overhead service	YES	[] NO
NOTE: Trenching letter attached will be submitted later.		
\$igned	ym I die	Langth

BERVICE PLANNING OFFARTMENT

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

AGREEMENT, m	ade this \23	day of Oct	ober ,	19 79, between The
Detroit Edison Company, her Associates, with offices	reinafter called at 26400 Lah			h Cranbrook hfield, Michigan
hereinafter called the "Deve	loper".		-	
				120/240 SØ
WHEREAS, the I	Developer desir	es the Compa	iny to furnish	a 120/208_30
volt secondary service to			-lot s/	buildings numbered
1 thru 7 and 101			in the deve	elopment known as
Hazelcrest Place			-	
(hereinafter called the "Dev	elopment") loca	ated in Towns	nip 1N	, Range 11E ,
Section 26	City of Hazel	Park, Oaklar	id Co	unty, Michigan. If
not already so recorded, the	plat of said De	evelopment sh	all be recorde	d by the Developer
in the Office of the Register				
Michigan. The approximate	location of se	id undergrour	d electric dis	tribution system is
shown on the Company's De				•
dated September 20, 19	979	a copy of w	hich drawing	is attached hereto
and made a part hereof as A	ttachment A.	,		
and make a park meren as			<u>-</u>	

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 Said "Total Payment" includes a nonrefundable under its line extension policy. contribution as reflected in "Computation of Underground Electric Distribution Line Extension Advance and Contribution 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}{1.00}\$ 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 L
- 5. The Developer will provide to the Company, easements six feet (6') in width 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 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 reimturse the Company for all costs arising out of any such damage.
- 7. 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.

- 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 above grade 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 a level not to exceed four inches above or below the finished grade level established at the time of installation of said underground facilities. 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 , the Developer will deliver to the Company scheduled for October 29, 1979 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.
- g. If the Company, in its sole judgment, 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.
- 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.
- 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, entitled "Extension of Service" and Rule B-3.4, entitled "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 occurred prior to the date hereof, shall be applicable to this Agreement and shall supersede 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 bersunder.

I3. 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 wriften consent of the Company, shall be void.

14. 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 Developer shall be sent by United States mail or delivered in person to:

North Cranbrook Associates

26400 Lahser Road, Suite 104
Southfield, Michigan 48034

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.

15. This Agreement supersedes 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

Leonard P. Lucas

Its Director of Service Planning

DEVELOPER

North Cranbrook Associates

Ву

Its

ATTACHMENT C

SCHED	ule 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.
 - (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 =	\$ -0-
Mobile Hom Complexes	e Parks, Condominiums and Apartment House	
1,025	trench feet x \$1.90 per trench foot =	\$ 1,948.00
875	KVA of installed transformer capacity x \$4.0	0 \$ 3,500.00
nonrefundab Company's J	in Paragraph 2 of the Agreement, additional le contributions may be required where, in the Judgment, practical difficulties exist. The contributions of these practical difficulties amount to	\$0
Paragraph 4	Developer requires winter construction (see a) an additional nonrefundable contribution is the amount of	\$0-
	TOTAL	\$ 5,448.00

ATTACHMENT D

C479J868 AGREEMENT NUMBER COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS Estimated Direct Construction Cost 4,505.00 (Excludes engineering overhead costs and administrative cost. When applicable, includes cost of system extensions required to supply developments.) . \$ 120,000.00 (\$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 (See Schedule of Refunds - Attachment C) Plus - Nonrefundable Contribution as required by 5,448.00

TOTAL PAYMENT REQUIRED \$ 5,448.00



DATE: October 23, 1979	
North Cranbrook Associates	
26400 Labser Road, Suite 104	
_ Southfield, Michigan 48034	·
RE <u>Hazelcrest Place - City of</u>	Hazel Park
Gentiemen:	
=	on date for the above named project, it is necessary of construction be determined. Work cannot start until
Please sign and return two copies of the (Very truly yours, SERVICE PLANNER DATE SERVICE PLANNER DATE
GS:dp	
CEI	RTIFICATE
	e Detroit Edison Company that all grading in utility aund facilities on the above subject development has grade.
	d at the location of each piece of above grade equip- d. A copy of the Detroit Edison Company underground
construction grawing No. A~63508 will be used for this purpose.	Name Title Date

