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THIS INSTRUMENT IS RE-RECORDED WITH "AS INSTALLED" DRAWING AS STIPULATED IN PARAGRAPH 4:

ACREEMENT - EASEMENT - RESTRICTIONS

8863

This instrument made this 18th day of JULY, 1977, 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 EELL TELEPHONE COMPANY, a Michigan Corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "EELL".

### WITNESSETH:

	WHEREAS,	Owners	are e	erecting	apartments	known	as (	Cordoba Apartments	
		on	land	in the_	City		of_	Farmington Hills	
attached h	ereto and	d 1 made (	a par	, State of	of Michigan , and EDISO	, as de N and 1	BELL v	oed in Appendix "A", will install their essary above ground	
equipment.		*****************************							
Care Alex de	-	•					_	ises and covenants	

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) Cwners must certify to EDISON and HELL that the easements are graded to within four  $(l_i^u)$  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 HELL, 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—jublical ties—on to Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON and EELL 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 HELL 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 "as 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 (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an "as 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 accommodate 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 Orders of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- b. Owners will place survey stakes indicating building plot lines and property lines before transhing.

DRAFTED BY AND RETURN TO: M. HARTMAN, MICHIGAN BELL 660 PLAZA DRIVE ROOM 1510 DETROIT, MICHIGAN 48226

DARFEE BY AND RETURN TOS Jim Dougles Koy WHIGAN BELLY TELEPHONE CON 33 STEPHENSON HAT. NA. 361 367, MICHIGAN 48/06

13.00

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- 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 contructing, 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 EELL 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 previsions 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 assigned 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:

MARY ANN KLOS

L. KATHERINE HAYES

MICHIGAN BELL TELEPHONE COMPANY

ROBERT R. TEWKSBURY, DIRECTOR
Real Estate and Rights of Way Dept.

THE DETROIT EDISON COMPANY

Staff Supervisor, Right of Way
(Authorized Signature)

EDWARD ROSE BUILDING COMPANY
A Michigan Corporation

SUNTREYEND, MICHIGAN 48075

Sheldon Rose - President

Kenneth Nothaft - Secretary a/k/a Kenneth F. Nothaft

CHARLES V. CLAPHAN

BETTY J. DENNIS

RECORD REAL CONTRACT SIGNAL

State of Michigan

county of Cakeard

On this 18 day of Yule 1977, before me appeared
The day Kase and Merceth & notaft
to me personally known, who being by me severally duly sworn, did say that they
are respectively Accelete and
of Edward Kass Bulley Co, a corporation created and existing
under the laws of the State of Michigan and that the said instrument was signed
and sealed in bahalf of said corporation by authority of its Board of Directors
and the said Sheldon Kose and Sinth I kulleft
a/k/a Kenneth Nothaft acknowledged the said instrument to be the free act and deed of the said
Edward Kase Buldway Co
BETTY J. DENNIS Notory Public, Ockland County, Mich.
My commission expires: My Comm. Expires May 27, 1980 Notary Public
County, Michigan

ANPENDIX

DESCRIPTION

A parcel of land lying in the N.W. 1/4 of Section 14, T.IN., R.9E., of Farmington Hills, Oakland County, Michigan, described as Beginning at the West 1/4 Corner of said Section 14, thence S.0°13'30"W., 1114.97 feet along the N., S. 1/4 line of said Section 14, to the North line of Interstate Hichway 696; thence along said North line being along a curve to the left, having a radius of 3061.79 feet, a central angle of 9°28'30", an arg of 506.24 feet, and a chord bearing N.75°57'30"W., 505.67 feet to a point on the East line of "Supervisor's Plat of Forest Hills Subdivision", as recorded in L. 12, P.54; thence along said East line, N.0°01'00"W., 996.15 feet to the North line of said Section 14; thence along said North line S.89°33'00"E., 495.24 feet to the point of beginning and contains 516,882 square feet, 11.866 acres. Subject to the rights of the public, and any Governmental unit thereof for

that part of Twelve Mile Road, deeded or taken for Right of well

COUNTY OF WAYNE

SS

On this 10th day of August 19 77 before me, the
subscriber, a Notary Public in and for said County, personally appeared
Robert R. Tewksbury and Irene C. Kata
to me personally known, who being by me duly sworn, did say that they are the
Director, R/E & R/W Dept. and Assistant Secretary
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
instrument is the corporate seal of the said corporation, and that said instrument
was signed in behalf of said corporation by authority of its Board of Directors
and Robert R. Tewksbury and Irene C. Kata
acknowledged said instrument to be the free act and deed of said corporation.
My Commission Expires: Notary Public
1 1/7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Nutary Notice County, Mich. Acting in Williams
My Comm. Expires February 10, 1980 County, Michigan
·
STATE OF MICHIGAN )
) ss
COUNTY OF OAKLAND )
On this day of, 1971, before me, the
subscriber, a Notary Public in and for said County, appeared helicity K ( for the K)
to me personally known, who being by me duly sworn, did say that he is
authorized by and for MICHIGAN HELL TELEPHONE COMPANY
a Michigan Corporation, and that the said instrument was signed in behalf of said
corporation, by authority of its Board of Directors, and first K. Charlings
acknowledged said instrument to be the free act and deed of said corporation.
acknowledged said instrument to be the fire act and deed of said corporation.
Man Committee Transferor
My Commission Expires:  Notary Public
County, Michigan

J. DOUGLAS ROY.

Notary Public, Wayne County, Michigan
My Commission Expires James 27, 1981

MICHEAN BELL TELEPHONE CO. 333 STEPHENSON HWY, RM. 301 770Y, MICHIGAN 44084 DEASTER BY AND RETURN TO!

Ja. Douglas Roy

ion.
Cresentative of Way & Claim n Headquarters

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

AGREEMENT, made this 16th	_ day of _ Septer	i <b>ber</b> , 19	_ <b>77</b> , bet	ween The
Detroit Edison Company, hereinafter call	ed the "Company"	and Edward	Rose Bu	<u>ildine</u>
Company, with offices at 23999 W. Te	n Mile Road, Sou	thfield, Mic	higan	
hereinafter called the "Developer".				
WHEREAS, the Developer des	sires the Compan	y to furnish a	120/24	•0
volt secondary service to 4	•			numbered
1 through 4		in the develo	opment	known as
Cordoba Apartments				
(hereinafter called the "Development") lo	cated in Township	1N ,	Range	9E ,
Section 14 , Oakland		Cour	ity, Mic	higan. If
not already so recorded, the plat of said	Development shal	l be recorded	by the I	Developer
in the Office of the Register of Deeds of	Oakland		-	County,
Michigan. The approximate location of	said underground	electric distr	ibution	system is
shown on the Company's Department Or				
dated September 9, 1977	, a copy of whi	ch drawing is	attach	ed hereto
and made a part hereof as Attachment A.	<del>-</del>	_		
WHEREAS, the Company, pur	suant to the appl	icable Orders	of the	Michigan
Public Service Commission, is permitted	to require payme	nt from the I	)evelope	er prior to
constructing the underground electric dist	tribution 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 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 Company \$ 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 1.
- 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 reimburse 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 Developer further agrees that changes in the ground surface underground facilities. 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 October 3, 1977 scheduled for 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.
- 9. 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.
- IL. 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 occurring 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.
- 12. 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.

- 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.
- 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 , Michigan, 48010 Birmingham

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

Edward Rose Building Company Suite A 23999 W. Ten Mile Road P.O. Box 937 Southfield, Michigan 48037

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.

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

Director. Service Planning

DEVELOPER Edward Rose Building Company

Construction Supervisor

#### ATTACHMENT C

#### SCHEDULE OF REFUNDS

- (1) The Company will refund to the Developer the sum of \$500.00 for each additional residential customer(s) and two times the actual annual revenue of other customers directly connected to the extension whether by secondary voltage lines or limited purpose primary voltage lines.\* Refunds will not be made until the original customer or their equivalent are actually connected to the extension.
- Refunds under part 1 of this Attachment C shall be made without interest for a fiveyear period which begins the first day of the month subsequent to the first full billing period after the date the service is energized. The Company shall have no further obligation to refund any remaining portion of the advance. Any unrefunded advance will be considered a permanent contribution in aid of construction. The total amount refunded cannot exceed the amount of the advance under any conditions.
  - \*A limited purpose primary line is a lateral extension of not more than 250' on the customers property connected to a financed line extension and is installed to serve an individual customer or group of customers from a single transformer installation.

#### COMPUTATION OF NON-REFUNDABLE CONTRIBUTION

e)	Single Home Subdivisions	•	S
-	front lot feet x \$1.75 per front lot foot =	\$	-0-
b)	Mobile Home Parks, Condominiums and Apartment House Complexes		-0-
	1,950 /9100 trench feet x \$1.90 per trench foot =	\$	<del>3,705.00</del> 3610° b
	467 KVA of installed transformer capacity x \$4.00	\$	1,868.00
e)	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-
d)	Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	-C-
	TOTAL	\$	<del>5,573.00</del> 5,478°

#### ATTACHMENT D

AGREEMENT NUMBER	C377J430
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## COMPUTATION OF UNDERGROUND ELECTRIC DISTRIBUTION LINE EXTENSION ADVANCE AND CONTRIBUTION FOR RESIDENTIAL DEVELOPMENTS

Estimated Direct Construction Cost	\$_	5,062.00		
Minus - Company's Share of Cost	\$_	69,000.00	<del></del>	
Refundable Line Extension Advance	\$_	-0-	<del></del>	
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	\$	<i>-\$</i> ,¥73,00	5475°	Xii
TOTAL PAYMENT REQUIRED	<b>)</b> \$	\$ <del>,\$22,0</del> 0	54.79°	RECORDED



DATE: September 16, 1977

Edward Rose Building Company

23999 W. Ten Mile Road - Suite A

P.O. Box 937, Southfield, Michigan 48037

RE: Cordoba Apartments	
Gentlemen:	
project, it is necessary that the	construction date for the above named conditions of the grade in the area of cannot start until this is accomplished.
Please sign and return two copies retain the third copy for your fil	of the Certificate below. You may
	Very truly yours,
	Service Planner
	9 - 7 - 77
GW: dp	Date
	)ADED
C-E-R-T-I-F-I	Date RECORDED RIGHT
all grading in utility easements a	ify to the Detroit Edison Company that and/or the routes of the underground evelopment has been completed within four
piece of above grade equipment, in A copy of the Detroit Edison Compa 77A-63611 for this developme	Il be placed at the location of each dicating the final grade to be achieved. In underground construction drawing No. Ent is in my/our possession and will be
used for this purpose.	Name Hoye C. Jim h.
	TITLE DIRECTOR OF DEVELOPMENT
	Name
	Title
	Date 9-23-77

