PROPOSED SURDIVISIONS (Act Platted)

### AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this <u>serve</u> day of <u>APRIL</u>, 1978, 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 referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "HELL".

### WITNESSETH:

WHEREAS, Owners are developing land for subdivision purposes in the

of formulation fully, Oscillation, County Michigan as described in Appendix "A", attached hereto and made a part hereof, and

WHEREAS, the plat of said subdivision will not be recorded until a later date and Owners desire EDISON and BELL to install their underground lines and facilities prior to said recording.

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) Easements for installation of electric and communication services are hereby granted by the Owners to EDISON and HELL as set forth in the attached copy of proposed plat. Any additional easements needed by EDISON and HELL shall be granted by Owners in a separate instrument.
- (3) Owners will place survey stakes indicating property lot lines before trenching.
- (4) Where sewer lines will parallel electric and communication lines, sewer taps must be extended into each lot for a distance of one (1') foot beyond the easement limits. Underground sewer and water lines may cross but shall not be installed parallel within the six (6') foot easements used by EDISON and BELL.
- (5) Owners must certify to EDISON and NELL that the easements are graded to within four (4") inches of final grade before the underground facilities are inptalled.

RAFTED BY: AND RETURN T I. DOUGLAS KOY SICHIGAN BELL TELEPHONE 33 STEPHENSON HWY. RM. 301 807, MICHIGAN 48084 TANGENTE TO SEE 12 SE 12

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- (6) No excavations (except for public utility purposes) and no structures or permanent apparatus of any kind (except line fences and driveways) shall be allowed within the public utility easements used by EDISON and HELL. EDISON and HELL shall have no liability to Owners for removal of trees or plant life lying within said easements which, in the sole opinion of EDISON and HELL, interferes with their facilities or when removal is necessary to repair and maintain the underground service facilities.
- (7) Owners to provide for clearing the easements of trees, large stumps and obstructions sufficient to allow trenching equipment to operate.
- (8) No shrubs or foliage shall be permitted on Owners property within five (5') feet of the front doors of transformers or switching cabinets.
- (9) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and EELL, 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, rearrangement or relocating said facilities to EDISON and/or 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 and/or HELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (10) Owners hereby grant EDISON and RELL the right to install their secondary service and communication lines from termination of utility facilities to the meter or communication building entrance point as the case may be. Owners to pay the cost of conduit for electric and/or communication facilities to accommodate patios or similar site conditions.
- (11) Owners of each lot will pay EDISON for service lateral conductors an amount equal to the straight line measurement in feet from the termination of utility facilities at the front or rear property line to Owners meter entrance multiplied by \$1.25. When special routing is required, the charge of \$1.25 per foot will apply to the route of the line as installed. These charges are subject to change and modification by Orders, from time to time, by the Michigan Public Service Commission.
- (12) The Owner will pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- (13) EDISON and BELL will own and maintain the secondary services and communication laterals from the property line to Owners meter location except such costs or expenses incurred as set forth in Paragraph (9) above shall be borne by Owners.

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(14) Upon the further acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be part of the private easements for public utilities indicated on said plat, only on condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior public utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

This Agreement-Easement-Restriction shall run with the land and shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITHESS WHEREOF, the undersigned have set their hands and seals on the day and year first above written.

· IN THE PRESENCE OF:

BARBARA ANN MAHER

CHARLES V. CLAPHAL

THE DETROIT EDISON COMPANY

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

AŚST. SECRETARY

MICHIGAN HELL TELEPHONE COMPANY

(Authorized Signature)

TRINITY LAND, LTD. A MICHIGAN COFFICATION 21570 Hall Road

Mount Clemens, Michigan 48044

EXTENACCI, President

CATEMACCI, Secretary

STATE OF MICHICAN )	LIBER 72 1 HAGE 755
) SS	
COUNTY OF WAYNE . )	•
	. •
On this 19th day of	ay 19 78 before me, the
subscriber, a Notary Public in and for said	
Robert R. Tewksbury and	Irene C. Kata
to me personally known, who being by me duly	y sworn, did pay that they are the
irector, Real Estate & Rights of Way Dept. and	Assistant Secretary .
of THE DETROIT EDISON COMPANY, a corporation	n organized, and existing concurrently
under the laws of Michigan and New York, and	d that the scal affixed to said
instrument is the corporate scal of the said	d corporation, and that said instrument
was signed in behalf of said corporation by	authority of its Board of Directors
and Robert R. Tewksbury and	d Irene C. Kata
acknowledged said instrument to be the free	act and deed of said corporation.
My Commission Expires: BARBARA ANN MAHER	Barbira Ann Makes
Notary Public, Wayne County, Mich.  My Commission Expires 8-23-78	Notary Public
	Wayne o County, Michigan
•	•
STATE OF MICHIGAN	
) SS	•
COUNTY OF OAKLAND ).	
	00
. On this 24TH day of 1	PRIL 1978, before me, the
subscribor, a Notary Public in and for said	County, appeared ROBERT K. CROWHURST.
to me personally known, who being by me auly	y sworn, did say that he is STAFF
Sufflice Ral authorized by ar	nd for Michigan pell telephone company 🣑
a Michigan Corporation, and that the said in	notrument was signed in behalf of said
corporation, by authority of its Board of Di	irectors, and ROBERT K. CROWHURST
acknowledged said instrument to be the free	act and deed of said corporation.
My Commission Expires:	V. Jorden Kon
My Commission Expires:	Notary Public
	Notary Public Paul

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State of Michigan

County of ORCHAD

On this Zorn day of HPRIL, 1978, before me appeared
CARLO J. CATENACCI AND JOSEPH E. CATENACCI
to me personally known, who being by me severally duly sworn, did say that they
are respectively 1055105NT and STERETARY
of Tanny Land L=D., a corporation created and existing
under the laws of the State of Michigan and that the said instrument was signed
and sealed in behalf of said corporation by authority of its Board of Directors
and the said (ARIO J. (ATENACCI and JOSEPH E. (ATENACCI
acknowledged the said instrument to be the free act and deed of the said
CORPORATE OFFICER.
March 7, 1976 /Win D.

My commission expires: 11/1900 H 1,1979.

Motary Public Miccian & Diemond

Mocamb County, Michigan County

APPENDIX "A"

### SURVEYOR'S CERTIFICATE

I, Dzidris Vitins, Surveyor, certify:

That I have surveyed, divided and mapped the land shown on this plat described as follows: INDEPENDENCE HILLS SUBDIVISION NO. 2 part of the N.W. 1/4 of Section 21, T.IN., R.9E., City of Farmington Hills, Oakland County, Michigan, and comprising lots 78 to 135, both inclusive, and Witherspoon Woods Commons No. 2, Rutledge Run Commons No. 2, Braxton Run Commons and Oakwood Commons (private parks): Commencing at the West 1/4 corner of Section 21, T.IN., R.9E.; thence along the west line of Section 21 N. 00° 14' 39" E. 1443.11 feet to the point of beginning; thence along the west line of Section 21 N. 00° 14' 39" E. 1200.93 feet to the northwest corner of Section 21; thence along the north line of Section 21 coincident with the boundary of Pleasant Valley Farms Subdivision No. 2 (Liber 86, Page 32) S. 89° 17' 28" E. 930.02 feet; thence along the boundary of Independence Hills Subdivision (Liber 154, Pages 20, 21, & 22) S. 00° 16' 43" W. 578.14 feet and S. 52° 20' 15" E. 284.55 feet and S. 33° 10' 17" E. 144.20 feet and S. 70° 42' 36" E. 448.33 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.99 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.99 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 33' 07" W. 26.89 feet and S. 73° 26' 53" W. 190.00 feet and N. 16° 31

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

AGREEMENT, 1	made this 5 o	lay of <b>May</b>		between The
Detroit Edison Company, h	ereinafter called	the "Company" ar	nd Trimity Lan	d Ltd.,
with offices at 21570 1	Hall Road, Moun	t Clemens, Michi	igan	
hereinafter called the "Dev	eloper".			
		es the Company	to furnish a 120	/240
volt secondary service to	58			gs numbered
78 thru 135		in	the developme	nt known as
Independence Hills Sul	bdivision No. 2			
(hereinafter called the "De	evelopment") loca	ted in Township	1N , Ran	ge <b>9E</b> ,
Section 21 ,	City of Farmin	gton Hills, Oak	land County,	Michigan. If
not already so recorded, th	e plat of said De	velopment shall b	oe recorded by th	ne Developer
in the Office of the Regist				
Michigan. The approxima	te location of sa	id underground e	lectric distributi	on system is
shown on the Company's I	Department Orde	r Drawing #	A-64094	
dated	•	a copy of which	n drawing is atta	iched hereto
and made a part hereof as	Attachment A.		, and the second	
WHEREAS, the	Company, pursu	ant to the applic	able Orders of	the Michigan
Public Service Commission constructing the undergrou	i, is permitted to	require payment	from the Devel	oper prior to

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 The character and location of all streetlighting streetlighting luminaires therefrom. 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 18,445.00 Company \$ . 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 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.

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- 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 June 19, 1978 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.
- II. 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.
- 12.7 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.

- 13. 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: DIV	ISION MANAGER	
	30400 Telegraph		
	Birmingham	, Michigan, <b>48010</b>	
Notices to the Develo	oper shall be sent by	United States mail o	r delivered in person to:
	Trinity Land Lt	td.	
	21570 Hall Road	1	

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.

Mt. Clemens, Michigan 48044

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, Service Planning

DEVELOPER Trinity Land Ltd.

Salvatore Cottone

Its Treasurer

### 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.
- (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 connects 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 =	\$	10,087.00
Mobile Home Parks, Condominiums and Apartment House Complexes		
trench feet x \$1.90 per trench foot =	\$_	-0-
KVA of installed transformer capacity x \$4.00	\$_	-0-
As defined in Paragraph 2 of the Agreement, additional nonrefundable contributions may be required where, in the Company's Judgment, practical difficulties exist. The contributions for these practical difficulties amount to	\$	-0-
Where the Developer requires winter construction (see Paragraph 4) an additional nonrefundable contribution is required in the amount of	\$	-0-
TOTAL		10,087.00

### ATTACHMENT D

### AGREEMENT NUMBER

C278J754

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

Estimated Direct Construction Cost	3,445.00
Minus - Company's Share of Cost	<u>)-</u>
Refundable Line Extension Advance	3,358.00
Plus - Nonrefundable Contribution as required by Rule B-3.4 (See Attachment C)	2,087.00
TOTAL PAYMENT REQUIRED \$ 18	3,445,00



DATE: August 10, 1978

Trinity Land Ltd.

ZIS/U Hall Koad	<u> </u>
Mount Clemens, Michigan 48044	<del></del>
RE: Independence Hills Subdivisio	n No. 2
Gentlemen:	
	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
	Service Planner 8 10 - 78
	Date
GW: dp	
C-E-R-T-I-F-I-0	C-A-T-E
all grading in utility easements and	fy to the Detroit Edison Company that d/or the routes of the underground elopment has been completed within four
A copy of the Detroit Edison Company	l be placed at the location of each icating the final grade to be achieved. y underground construction drawing No. t is in my/our possession and will be
used for this purpose.	Francisco Como Can
	Name Julia Continue
	Title / /
	Name
	Title
	Date

INDEPENDENCE HILLS SUBDIVISION NO.2,

PART OF THE N.W. 1/4 OF SECTION 21, T.I N., R.9 E.,

CITY OF FARMINGTON HILLS, OAKLAND COUNTY, MICHIGAN " RECORDED RIGHT OF WAY NO. 3/708 (2.194,573,79,23 Sorrer , line of Drake CH.Brg.N15°31'19"W