

AGREEMENT

THIS AGREEMENT, made and entered into this 29TH day of APRIL 1980, by and between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, of 2000 Second Avenue, Detroit Michigan 48226, hereinafter referred to as "EDISON, and Wagon Wheel Mobile Home Village, A Partnership, Spencer M. Partrich and Alvin Weisberg, General Partners; Wagon Wheel Trailer Park, A Michigan Limited Partnership, Irvin F. Keene, General Partner; Benjamin F. Dood and Mary E. Dood, his wife, 30030 W. Eight Mile Road, Farmington Hills, Michigan hereinafter referred to as "OWNER".

W I T N E S S E T H :

WHEREAS, EDISON has sold and furnished electric power to OWNER for purposes of resale to individual customers in a mobile home park in the City of Farmington Hills known as Wagon Wheel Mobil Home Village in the premises hereinafter described, consisting of Fifty-Eight units; and

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

NOW, THEREFORE, in consideration of Four Thousand, Three Hundred, Twenty and 00/100 (\$4,320.00) Dollars and the mutual promises and covenants for the transfer of said electric facilities, to be consummated by a Bill of Sale, it is hereby agreed:

RECORDED RIGHT OF WAY NO. 33413

1. That the sale of personal property contemplated to be transferred by the Bill of Sale is an underground and/or overhead distribution system consisting of poles, guys, anchors, pedestals, wires and equipment, including electrical meters serving each individual unit, upon, over and across property described as:

Lot 42 of Brookside Park Subdivision of part of the Southeast 1/4 of Section 35, Town 1 North, Range 9 East, City of Farmington Hills, Oakland County, Michigan, according to the plat thereof as recorded in Liber 19 of Plats, Page 4, Oakland County Records, also the West 199 feet of Lot 47, except the south 27 feet thereof, also the north 40 feet of Lot 47, except the west 199 feet thereof, and the west 4 feet of the east 100.2 feet of the south 259.88 feet of Lot 47, except the south 27 feet thereof.

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

OWNER shall cooperate with EDISON as required for the purposes of identification as to the meters and the mobile homes they serve. In the event EDISON requests, OWNER shall

PROCESSED BY THE COUNTY CLERK OF OAKLAND COUNTY
334/13

provide an authorized agent who shall together with EDISON'S representative to jointly conduct an investigation and make customer contact if necessary.

3. In accordance with the rules of the Michigan Public Service Commission, OWNER shall provide EDISON with a recordable easement for installation and maintenance of its electrical facilities. The site plan drawings dated 3-4-80 and 1-24-80, attached hereto, as Exhibit A indicates the specific easements required by EDISON for the existing equipment as well as any additional easements which may be required for ingress and egress or future maintenance of the system. Owners execution of this Agreement will indicate its approval of these easements.

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

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

RECORDED RIGHT OF WAY NO. 33413

4. It is understood and agreed that OWNER shall, according to the MPSC rules, move mobile homes or other equipment as required to provide access to the electrical equipment or to facilitate maintenance or required upgrading of the existing system. A review of the mobile home park indicates that the following mobile homes and/or equipment must be relocated to provide access to the easements specified in Section 3: None.

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

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

a) An inspection of Wagon Wheel Mobile Home Village indicates that the condition of the meter supports are as follows: Supports must be replaced for lots 1 thru 20, 28 thru 36, and 64-65. Supports must be straightened for lots 60-61 and 62-63.

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

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

Because the following equipment cannot be removed until EDISON has performed certain alternations to the distribution system, these items shall be removed only after notification from EDISON that the alterations have been performed. The items are as follows:

1. The unused distribution poles and secondary voltage overhead wiring.
2. The distribution panel board located west of lot 53.
3. All of the old unused meter boxes and meter supports.

- c) The following electrical responsibilities of OWNER must be separated from those of the tenants:

1. The Sewer Lift Pump Service.
2. The Overhead Street Lighting System.

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

8. OWNER, by the execution of this Agreement, authorizes EDISON to undertake the alterations to its distribution system as well as any other changes necessary for the

transfer of this mobile home park electrical distribution system. The estimated cost of such alterations is approximately Seven Thousand, Eight Hundred, Sixty and 74/100 (\$7,860.74) Dollars.

In the event of default by OWNER of any of the conditions contained herein whereby the anticipated transfer does not occur, OWNER shall pay to EDISON the actual cost of said alterations made by EDISON, as determined by EDISON.

9. In order to conform to the National Electric Safety Code, EDISON will be required to make further alterations to the distribution system being purchased. These alterations are to be completed prior to the transfer of the system to EDISON.

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

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

In the event that EDISON makes such alterations to its distribution system and through no fault of EDISON the

anticipated transfer does not take place, OWNER shall pay to EDISON the actual cost of such alterations as indicated in paragraph 8 herein. OWNER shall also obtain any other permit required by federal, state or municipal authorities.

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

Section 1

Number of lots	31
x Rate per lot	\$ 200

Basic price	\$ 6,200
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Age of park 1943 to 1980

Total age 37 years.

Number of full five year periods	$\frac{\text{Age}}{5} = \frac{37}{5} = 7$
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Reduction to base rate

Number of lots	31
x Reduction	\$ 40

\$ 1,240

x Number of full five year periods	<u>7</u>
Total Reduction	\$ <u>8,680</u>
Basic Price	\$ <u>6,200</u>
Total Reduction	\$ <u>8,680</u>
Purchase Price	\$ <u>0</u>

The purchase price for Wagon Wheel Mobile Home Village is computed as follows for each master meter section within the park:

	<u>Section 2</u>	
Number of lots	<u>27</u>	
x Rate per lot	\$ <u>200</u>	
Basic price	\$ <u>5,400</u>	
Age of park 1972 to 1980.		
Total age 8 years.		
Number of full five year periods		$\frac{\text{Age}}{5} = \frac{8}{5} = 1.6$
Reduction to base rate		
Number of lots	<u>27</u>	
x Reduction	\$ <u>40</u>	
		\$ <u>1,080</u>
x Number of full five year periods	<u>1</u>	
Total Reduction	\$ <u>1,080</u>	
Basic Price	<u>5,400</u>	
Total Reduction	<u>1,080</u>	
Purchase Price	<u>4,320</u>	

11. OWNER warrants and represents to EDISON that it has good and marketable title to all of the electric facilities being transferred to EDISON and that there are no mortgages,

liens or other encumbrances upon the property to be transferred.

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

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

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

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

14. The Sale shall be consummated and possession of the described facilities shall be delivered on a date mutually

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

15. EDISON agrees to accept the Bill of Sale, similar to the copy attached hereto, upon the conditions heretofore described, and provide electric service to all the individual housing units pursuant to the rates established for electrical service by the Michigan Public Service Commission for residential users upon proper application of the individual consumers.

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

In the Presence of: Wagon Wheel Trailer Park
A Michigan Limited Partnership

Irvin F. Keene, General Partner

In the Presence of: Wagon Wheel Mobile Home Village
A Partnership

Spencer M. Partrich,
General Partner

Alvin Weisberg,
General Partner

Benjamin F. Dood

Mary E. Dood, His Wife

In the Presence of: THE DETROIT EDISON COMPANY

John E. Lobbia,
Oakland Division Manager

Notary Public, Georgia, State At Large
My Commission Expires June 6, 1983
Notary Public, Georgia, State At Large
My Commission Expires June 6, 1983

ADDENDUM TO AGREEMENT
EXECUTED THE _____ DAY OF _____, 1980
BY AND BETWEEN
DETROIT EDISON COMPANY
AND
WAGON WHEEL MOBILE HOME VILLAGE, A PARTNERSHIP,
CONCERNING THE FURNISHING OF ELECTRIC POWER TO THE
WAGON WHEEL MOBILE HOME PARK LOCATED IN FARMINGTON HILLS, MICHIGAN

The Wagon Wheel Trailer Park, a Michigan limited partnership, is land contract vendor in a certain land contract pursuant to which the Wagon Wheel Trailer Park sold the realty and personalty commonly known as the Wagon Wheel Trailer Park to the Wagon Wheel Mobile Home Village, a partnership.

The Wagon Wheel Trailer Park is in turn a land contract vendee in a certain land contract in which the said Wagon Wheel Mobile Home Park has been sold to it by Benjamin F. and Mary E. Dodd, land contract vendors.

The Wagon Wheel Trailer Park joins in the agreement described and approves the terms thereof, but the Wagon Wheel Trailer Park, a Michigan limited partnership, does not agree to perform any of the covenants of the owner named in the said agreement, nor does it agree to be bound in damages to the Detroit Edison Company in the event of the breach of that agreement by any party, nor does it agree to indemnify the Detroit Edison Company, nor does it agree to apply for, obtain, or seek any permit, license, or other approval for the work proposed to be done under the agreement.

The Wagon Wheel Trailer Park will execute such agreements of easement, rights of way, or licenses as shall be necessary to subordinate its title to the rights of the Detroit Edison Company as agreed between the Detroit Edison Company and the Wagon Wheel Mobile Home Village, land contract vendee, and will execute such supplementary documents as shall be necessary to permit the Detroit Edison Company to install, maintain, and service the electric power distribution system contemplated by the agreement.

The Wagon Wheel Trailer Park will not, however, be liable, nor will its general partner be personally liable for any act or omission under the agreements, including but not limited to agreements pertaining to the installation of electric service lines, the maintenance and repair of those lines, or the furnishing of electrical power in the Wagon Wheel Mobile Home Park, nor for the breach of the agreements or any covenant by any party.

DATED: April 14, 1980

WAGON WHEEL TRAILER PARK,
a Michigan limited partnership

WITNESSES:

Corinne B. Dubois
[Signature]

By: [Signature]
Irving F. Keene
Its: General Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of April, 1980, personally appeared Irving F. Keene, who being duly sworn, deposes and says that he executed the foregoing document as his free act and deed.

CORINNE B. DUBOIS
Notary Public Wayne County, Mich.
My Commission Expires Jan. 5, 1982
Acting in Oakland

Corinne B. Dubois
Notary Public

We, the undersigned, have read and do hereby agree, with the Addendum to Bill of Sale Executed By and Between Wagon Wheel Mobile Home Village, a Partnership, and Detroit Edison Company, a Corporation, dated the 2nd day of April, 1980, executed by Irving F. Keene, General Partner, on behalf of Wagon Wheel Trailer Park, a Michigan limited partnership, on April 14, 1980.

Wagon Wheel Mobile Home Village
a Partnership
1601 Travelers Tower
Southfield, Michigan

WITNESSES:
Frank Michel
Frank Michel
Anna Mae Burke
Anna Mae Burke

Spencer M. Partrich, General Partner
Alvin W. Weisberg
Alvin Weisberg, General Partner

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

On this 5th day of May, 1980, before me, the undersigned, a Notary Public in and for said County, personally appeared Spencer M. Partrich, General Partner, and Alvin Weisberg, General Partner, D/B/A WAGON WHEEL MOBILE HOME VILLAGE, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such General Partners, as their Free Act and Deed.

My commission expires April 12, 1983

Anna Mae Burke
Anna Mae Burke
Notary Public, Oakland County, Mi.

WITNESSES:
Benjamin F. Dood
Mary E. Dood

Benjamin F. Dood
Benjamin F. Dood
Mary E. Dood
Mary E. Dood, his wife
RR 1, Crawford, Georgia 30630

STATE OF GEORGIA)
COUNTY OF Cuthbert) ss.

On this 6th day of May, A.D. 1980, before me, the undersigned, a Notary Public in and for said county, personally appeared BENJAMIN F. DOOD AND MARY E. DOOD, HIS WIFE, known to me to be the persons named in and who executed the foregoing instrument as grantors and acknowledged the same to be their free act and deed.

My commission expires: 10.25.82

Anderson D. Johnson
Notary Public, Cuthbert County, Ga.

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Wagon Wheel Trailer Park, A Michigan Limited Partnership, Irvin F. Keene, General Partner; Wagon Wheel Mobile Home Village, A Partnership, Spencer M. Partrich and Alvin Weisberg, General Partners; Benjamin F. Dood, and Mary E. Dood, his wife whose address is 30030 W. Eight Mile Road, Farmington Hills, Michigan, hereinafter referred to as "OWNER", for and in consideration of the sum of Four Thousand, Three Hundred, Twenty and 00/100 (\$4,320.00) Dollars lawful money of the United States to it paid by THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of the States of Michigan and New York, hereinafter referred to as "EDISON", the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto EDISON, its successors and assigns, all right, title and interest to the electrical distribution system, located on real property belonging to OWNER and identified as Wagon Wheel Mobile Home Village consisting of the following equipment:

1. 58 - Single Phase "A" Base Watthour Meters.
2. 27 - Single Phase "A" Base Meter Enclosures.
3. 31 - Single Phase "S" Base Meter Enclosures.

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

The location of the electrical facilities conveyed herein is as indicated on the attached Exhibit "A". OWNER hereby indemnifies and holds EDISON harmless against any and all detriment, damages, losses, demands, suits, costs, or other

RECORDED RIGHT OF WAY NO.

to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age.

Treva G. Wright
Notary Public, Oakland County, MI

My Commission expires: _____

TREVA G. WRIGHT
Notary Public, Oakland County, Mich.
My Commission Expires April 12, 1983

RECORDED RIGHT OF WAY NO. _____

ADDENDUM TO BILL OF SALE
EXECUTED BY AND BETWEEN
WAGON WHEEL MOBILE HOME VILLAGE, A PARTNERSHIP,
AND
DETROIT EDISON COMPANY, A CORPORATION ORGANIZED AND EXISTING
CONCURRENTLY UNDER THE LAWS OF THE STATE OF MICHIGAN AND NEW YORK
DATED THE 2nd DAY OF APRIL, 1980

The Wagon Wheel Trailer Park, a Michigan limited partnership, acknowledges that it is a land contract vendor and has sold and will convey to the Wagon Wheel Mobile Home Village, a partnership, the realty and personalty commonly known as the Wagon Wheel Trailer Park, Farmington Hills, Michigan, and that the Wagon Wheel Trailer Park, as land contract vendor, has no right to possession of the trailer park, and retains legal title to the realty and personalty attached thereto solely as land contract vendor, and that the Wagon Wheel Trailer Park is a land contract vendee in a land contract executed between itself and Benjamin F. and Mary E. Dodd as vendors, covering the said Wagon Wheel Trailer Park.

The Wagon Wheel Trailer Park, a Michigan limited partnership, approves the Bill of Sale attached, joins in the conveyance of the property described in the said Bill of Sale to the extent of its interest, but does not join with the owner, Wagon Wheel Mobile Home Village, in the agreement of indemnity in favor of the Detroit Edison Company. The Wagon Wheel Trailer Park

RECORDING RIGHT OF MAY NO.

and its general partner shall not be personally liable for the performance of any of the terms and conditions of the agreement between Detroit Edison Company and Wagon Wheel Mobile Home Village.

DATED: April 14, 1980

WAGON WHEEL TRAILER PARK,
a Michigan limited partnership

WITNESSES:

Cornine B. Dubois
Samuel H. [Signature]

By: [Signature]
Irving F. Keene
Its: General Partner

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of April, 1980, personally appeared Irving F. Keene, who being duly sworn, deposes and says that he executed the foregoing document as his free act and deed.

Cornine B. Dubois
Notary Public

CORNINE B. DUBOIS
Notary Public, Wayne County, Michigan
My Commission Expires Jan. 5, 1982
Acting in Oakland

33413

We, the undersigned, have read and do hereby agree, with the Addendum to Bill of Sale Executed By and Between Wagon Wheel Mobile Home Village, a Partnership, and Detroit Edison Company, a Corporation, dated the 2nd day of April, 1980, executed by Irving F. Keene, General Partner, on behalf of Wagon Wheel Trailer Park, a Michigan limited partnership, on April 14, 1980.

Wagon Wheel Mobile Home Village
a Partnership
1601 Travelers Tower
Southfield, Michigan

WITNESSES:

Frank Michel
Frank Michel
Anna Mae Burke
Anna Mae Burke

Spencer M. Partrich, General Partner
Spencer M. Partrich, General Partner
Alvin Weisberg, General Partner
Alvin Weisberg, General Partner

STATE OF MICHIGAN)
COUNTY OF OAKLAND)ss.

On this 5th day of May, 1980, before me, the undersigned, a Notary Public in and for said County, personally appeared Spencer M. Partrich, General Partner, and Alvin Weisberg, General Partner, D/B/A WAGON WHEEL MOBILE HOME VILLAGE, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the foregoing instrument as such General Partners, as their Free Act and Deed.

My commission expires April 12, 1983

Anna Mae Burke
Anna Mae Burke
Notary Public, Oakland County, Mi.

RECORDED RIGHT OF WAY NO. 33413

WITNESSES:

Frank Michel
Daniel K. Johnson

Benjamin F. Dood
Benjamin F. Dood
Mary E. Dodd
Mary E. Dodd, his wife
RR 1, Crawford, Georgia 30630

STATE OF GEORGIA)
COUNTY OF Oglethorpe)ss.

On this 6th day of May A.D. 1980, before me, the undersigned, a Notary Public in and for said county, personally appeared BENJAMIN F. DOOD AND MARY E. DOOD, HIS WIFE, known to me to be the persons named in and who executed the foregoing instrument as grantors and acknowledged the same to be their free act and deed.

My commission expires: 10-25-82

Teressa S. Johnson
Notary Public, Oglethorpe County, Ga.