

December 11, 1980

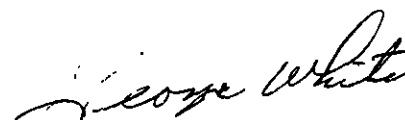
TO: Record Center
130 General Offices

FROM: George White
Service Planning Dept.
240 - O.D.Hq.

Subject: Mobile Home Park, Oakland County

In accordance with Service Planning Routine Instruction M-223, Page 8, Para VI C; I have enclosed a signed copy of "bill of sale" for a Mobile Home Park in Oakland County. Please cross reference the "bill of sale" with the name of the mobile home park.

If needed, the property description is listed on page 2 of copies of the agreement attached to the "bill of sale" for the following park: Hideaway Trailer Park, City of Farmington Hills.


George White

Ext. 4109

GW/ms

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Alex Nicholas and Betty M. Nicholas, his wife; Clarence Rice and Laura D. Rice, his wife; H. E. Faulkner and Joanne T. Faulkner, his wife; Ralph H. Wenskus and Hazel M. Wenskus, his wife; and Poppy Minowitz also known as Poppy Minowitz Parker whose address is 21335 Renselaer, Farmington Hills, Michigan, herein-after referred to as "OWNER", for and in consideration of the sum of One and 00/100 (\$1.00) Dollar 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 Hideaway Trailer Park consisting of the following equipment:

19 - Single Phase 120 Volt Watthour Meters.

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 expenses which EDISON may suffer, sustain or be subject to caused either wholly or in part, directly or indirectly by EDISON'S reliance on the location of this equipment as indicated on said Exhibit "A" except for those damages, losses, demands, suits, costs or other expenses caused by EDISON'S sole negligence.

OWNER, for its successors and assigns, does covenant and agree to and with EDISON, its successors and assigns, to Warrant and Defend the Sale of said property, goods and chattels hereby made, unto EDISON, its successors and assigns, against all and every person or persons whatsoever.

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IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by their duly authorized officers this day of _____ 1980.

In the Presence of:

<i>Chartha Keaton</i>	By <i>Alex Nicholas</i> ALEX NICHOLAS
<i>Howard L. Murphy</i>	By <i>Betty M. Nicholas</i> BETTY M. NICHOLAS

STATE OF MICHIGAN)
) SS
COUNTY OF)

On this 27th day of June, in the year 1980, before me the subscriber, a Notary Public in and for said County, appeared

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.

Patrick Carolla
Notary Public, _____ County, Michigan

My Commission expires: 11-23-81

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- Bill of Sale P-6
For DET. EDISON

IN WITNESS WHEREOF, the parties hereto have caused
this Bill of Sale to be executed by their duly authorized
officers this day of 1 APRIL, 1980.

In the Presence of: Hideaway Trailer Park

By: Poppy Minowitz Parker
Poppy Minowitz also known
as Poppy Minowitz Parker

STATE OF MICHIGAN)
COUNTY OF Cahland) SS

On this 1st day of April, in the year 1980,
before me the subscriber, a Notary Public in and for said
County, appeared

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

Ramon J. Colunga
Notary Public, _____ County, MI

My Commission expires: _____

RAYON J. COLUNGA
Notary Public, Livingston County, Michigan
Acting in Oakland County, Michigan
My Commission Expires April 13, 1981

AGREEMENT

THIS AGREEMENT, made and entered into this **14TH** day of **AUGUST** 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 Alex Nicholas and Betty M. Nicholas, his wife; Clarence Rice and Laura D. Rice, his wife; H. E. Faulkner and Joanne T. Faulkner, his wife; Ralph H. Wenskus and Hazel M. Wenskus, his wife; and Poppy Minowitz also known as Poppy Minowitz Parker, 21335 Renselaer, 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 Hideaway Trailer Park in the premises hereinafter described, consisting of Twenty-One 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 accounts,

NOW, THEREFORE, in consideration of One and 00/100 (\$1.00) Dollar 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:

1. That the sale of personal property contemplated to be transferred by the Bill of Sale is an overhead distribu-

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tion system consisting of poles, guys, anchors, wires and equipment, including electrical meters serving each individual unit, upon, over and across property described as:

Lots 116 to 120 inclusive, Grand River Crest, a subdivision of the East 1/2 of the East 1/2 of the Southeast 1/4 of the Section 36, T1N, R9E, City of Farmington Hills, Oakland County, Michigan, according to the plat thereof as recorded in liber 18 of Plats, Page 13, Oakland County Records. More commonly known as 21335 Renselaer, Farmington, Michigan. Same being a mobile home park known as, Hideaway Trailer Park."

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 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 drawing dated February 19, 1980, 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 Plan (Exhibit A) unless otherwise noted on site plan. 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.

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 Hideaway Trailer Park indicates that the condition of the meter supports are as follows: Replace 21 meter supports.

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. All old meter supports.
2. Private Electrical Distribution System.

- c) The following electrical responsibilities of OWNER must be separated from those of the tenants: None.

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 Two Thousand Six Hundred Forty-Four and 25/100 (\$2,644.25) 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

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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 Hideaway Trailer Park is computed as follows for each master meter section within the park:

Number of lots	<u>21</u>
x Rate per lot	\$ <u>200</u>

Basic price	\$ <u>4,200</u>
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Age of park 1945 to 1980.

Total age 35 years.

Number of full five year periods	$\frac{\text{Age}}{5} = \frac{35}{5} = 7$
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Reduction to base rate

Number of lots	<u>21</u>
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x Reduction	\$ <u>40</u>
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	\$ <u>840</u>
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x Number of full five year periods	<u>7</u>
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Total Reduction	\$ <u>5,880</u>
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Basic Price	\$ <u>4,200</u>
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Total Reduction	\$ <u>5,880</u>
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Purchase Price	\$ <u>0</u>
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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: Hideaway Trailer Park

1 WITNESS

Alex C. Mariconi
LEO C. MARICONI

Alex Nicholas
Alex Nicholas

Michael T. Hatty
MICHAEL T. HATTY

Betty M. Nicholas
Betty M. Nicholas

Jean Stewartz
JEAN STEWARTZ

Clarence Rice
Clarence Rice

Susanne M. Garcia
SUSANNE M. GARCIA

Laura D. Rice
Laura D. Rice

Jean Stewartz
JEAN STEWARTZ

H. E. Faulkner
H. E. Faulkner

Susanne M. Garcia
SUSANNE M. GARCIA

Joanne T. Faulkner
Joanne T. Faulkner

Ralph H. Wenskus

Hazel N. Wenskus

Ramon J. Colunga

Poppy Minowitz Parker
Poppy Minowitz also known as Poppy Minowitz Parker

In the Presence of: THE DETROIT EDISON COMPANY

George White

By John E. Lobbia
John E. Lobbia

mead & stewart also

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ADDENDUM TO BILL OF SALE
EXECUTED BY AND BETWEEN
ALEX NICHOLAS AND BETTY M. NICHOLAS, HIS WIFE

AND

THE DETROIT EDISON COMPANY, A CORPORATION ORGANIZED AND EXISTING
CONCURRENTLY UNDER THE LAWS OF THE STATE OF MICHIGAN AND NEW YORK

DATED THE 18TH DAY OF JUNE, 1980

Ralph H. Wenskus and Hazel M. Wensku, his wife, acknowledge that they are land contract vendors to the Hideaway Trailer Park, 21335 Renselaer, Farmington Hills, Michigan, and as land contract vendors they have no right to possession of the trailer park, and retain legal title to the realty and personalty attached thereto solely as land contract vendors, and that Alex Nicholas and Betty M. Nicholas, his wife, are land contract vendees in a land contract executed between themselves and Ralph H. and Hazel M. Wenskus as vendors, covering the said Hideaway Trailer Park.

Ralph H. Wenskus and Hazel M. Wenskus, his wife, approve the Bill of Sale attached, join in the conveyance of the property described in the said Bill of Sale to the extent of their interest, but do not join with owners of Hideaway Trailer Park in the agreement of indemnity in favor of The Detroit Edison Company. Ralph H. Wenskus and Hazel M. Wenskus shall not be personally liable for the performance of any of the terms and conditions of the agreement between The Detroit Edison Company and Hideaway Trailer Park.

DATED : _____

MR & MRS WENKUS REFUSED TO SIGN AGREEMENT.
TOM BEGAN, LEGAL DEPT. AGREED TO FOREGO
THEIR SIGNATURE PROVIDED ALEX & BETTY
NICHOLAS ASSUMED THE LIABILITY.

WITNESSES:

George White
20, June, 1980

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