

226

Detroit Edison.

and Auburn Road West according to plans and specifications presented by light at the entrance to Denison Acres Subdivision located at Harrington 1. The Township will request Detroit Edison to install a street

NOW, THEREFORE, the parties hereto agree:

obtain the needed lighting.

Homeowners Association so that Denison Acres Homeowners Association may Township. The Township is willing to accommodate Denison Acres Association but will provide the installation and service to the will not directly contract with or charge Denison Acres Homeowners Because the lighting will be in a public right-of-way, Detroit Edison

WHEREAS, the Detroit Edison Company will install such lighting.

description. *64231* *AVT 15-27-376-000* a/k/a Denison Acres Sub. Commencing at a point 2141.50 ft. N. 89°-30' W. of the S.E. corner of Section 27, T. 3 N., R. 11 E., and thence extending N. 89°-30' W. 477.58 ft; thence N. 1°-38'-20" E. 758.0 ft; thence N. 89°-30' W. 460.0 ft; thence S. 1°-38'-20" W. 758.0 ft; thence N. 89°-30' W. 478.32 ft; thence N. 1°-39'-15" E. 2491.96 ft; thence S. 88°-36'-40" E. 1415.02 ft; thence S. 1°-38'-20" W. 2470.0 ft. to the point of beginning of this

Michigan, and is more particularly described as:

is located in the ** WMA City of Rochester Hills* Township of Avon, County of Oakland and the State of

WHEREAS, the property owned by Denison Acres Homeowners Association

convenience and safety of its residents,

as Denison Acres Homeowners Association in order to provide for the

at Harrington and Auburn Road West, *(Avon Township, Michigan, and known*

Commissioners of Oakland County at the entrance to its property located

street light be placed in the right-of-way of the Board of County Road

WHEREAS, Denison Acres Homeowners Association has requested that a

Acres Homeowners Association,

Denison Acres Homeowners Association hereinafter referred to as Denison

the State of Michigan, hereinafter referred to as the "Township", and

1984 by and between the Charter Township of Avon, organized township in

THIS AGREEMENT made and entered into this *7th* day of *October*,

Handwritten notes and scribbles on the right margin, including a large 'S' shape and some illegible text.

2. The Township shall pay Detroit Edison as billed, and Denison Acres Homeowners Association shall pay the Township quarterly, in advance, for any and all charges made by Detroit Edison for the lighting service, as is provided for in this agreement and Denison Acres Homeowners Association shall pay an additional fee to the Township of Ten (10%) Percent of the charges made by Detroit Edison for the lighting as an administrative and service fee. If the amount paid in advance by Denison Acres Homeowners Association is more or less than the actual charge by Detroit Edison an adjustment shall be made in the next quarterly statement. Denison Acres Homeowners Association shall reimburse the Township for any charge made by Detroit Edison for the installation and/or maintenance of the lighting equipment and service.

3. In the event Denison Acres Homeowners Association fails to make any payments as are provided for in Paragraph 2, the Township may discontinue payment to Detroit Edison or request discontinuance of service. If service is discontinued for these reasons, or any other reasons, the Township shall have no liability to Detroit Edison in connection there with and shall be indemnified by Denison Acres Homeowners Association for any liability to anyone, in tort or contract, or otherwise, arising out of the termination of such service or absence of such lighting.

4. In the event Denison Acres Homeowners Association fails to pay the Township as is provided in Paragraph 2, the Township may take further action, at its option, as may be allowed by law, to collect the cost of such lighting from Denison Acres Homeowners Association or from those parties or entities receiving the benefits of said lighting. As an alternative, the Township may place any indebtedness hereunder on the tax rolls as a charge against the described premises, and said amount on the tax rolls shall be collected and be a lien which shall be enforced in the same manner as the general township taxes are collected and enforced.

5. The contractual obligations included herein shall run with the land described herein and shall be binding upon Denison Acres Homeowners Association.

250 WATT HIGH PRESSURE Sodium

RECORDED
OAKLAND COUNTY MICHIGAN
REGISTERED PUBLIC RECORDS

'85 APR -4 -9 :24

Lynn S. Collier
LYNN S. COLLIER
CLERK-REGISTER OF DEEDS

Betty Adamo, Clerk
Charter Township of Avon
1275 W. Avon Road
Rochester, MI 48063

WHEN RECORDED RETURN TO:

Notary Public, OAKLAND County, Michigan
My Commission Expires: April 15, 1985

The foregoing instrument was acknowledged before me this 2nd day of NOVEMBER, 1984, by George J. Burkett, Pres. and Elaine P. Wilita Secretary of Denison Acres Homeowners Assn.

BY: George J. Burkett
President, Denison Acres Homeowners Association
BY: Elaine P. Wilita
Secretary, Denison Acres Homeowners Assoc.

William Wilita
Beverly Burkett

WITNESSES:

The foregoing instrument was acknowledged before me this 5th, day of November, 1984, by Earl E. Borden, Supervisor and Betty Adamo, Clerk of Avon Township.

BY: Earl E. Borden
Earl E. Borden, Its Supervisor
BY: Betty Adamo
Betty Adamo, Its Clerk

Beverly A. Jasinski
Doris J. Keylon

WITNESSES:

THE CHARTER TOWNSHIP OF AVON
an organized Township

986

Detroit Edison.

and Auburn Road West according to plans and specifications presented by light at the entrance to Denison Acres Subdivision located at Walbridge 1. The Township will request Detroit Edison to install a street

NOW, THEREFORE, the parties hereto agree:

obtain the needed lighting.

Homeowners Association so that Denison Acres Homeowners Association may Township. The Township is willing to accommodate Denison Acres Association but will provide the installation and service to the will not directly contract with or charge Denison Acres Homeowners Because the lighting will be in a public right-of-way, Detroit Edison WHEREAS, the Detroit Edison Company will install such lighting.

description. *Alpha Denison Acres Sub CNT 15-27-376-000* Commencing at a point 2141.50 ft. N. 89°-30' W. of the S.E. corner of Section 27, T. 3 N., R. 11 E., and thence extending N. 89°-30' W. 477.58 ft; thence N. 1°-38'-20" E. 758.0 ft; thence N. 89°-30' W. 460.0 ft; thence S. 1°-38'-20" W. 758.0 ft; thence N. 89°-30' W. 478.32 ft; thence N. 1°-39'-15" E. 2491.96 ft; thence S. 88°-36'-40" E. 1415.02 ft; thence S. 1°-38'-20" W. 2470.0 ft. to the point of beginning of this

Michigan, and is more particularly described as:

is located in the ** W/H of Rochester Hills* (Township of Avon) County of Oakland and the State of WHEREAS, the property owned by Denison Acres Homeowners Association

convenience and safety of its residents,

Denison Acres Homeowners Association in order to provide for the at Walbridge and Auburn Road West *(Avon Township)* Michigan, and known as Commissioners of Oakland County at the entrance to its property located street light be placed in the right-of-way of the Board of County Road WHEREAS, Denison Acres Homeowners Association has requested that a

Acres Homeowners Association,

Denison Acres Homeowners Association hereinafter referred to as Denison the State of Michigan, hereinafter referred to as the "Township", and 1984 by and between the Charter Township of Avon, organized township in

THIS AGREEMENT made and entered into this *7th* day of *OCTOBER*,

LIGHTING AGREEMENT

250 WATT HIGH PRESSURE Sodium

Association.

Land described herein and shall be binding upon Denison Acres Homeowners Association. 5. The contractual obligations included herein shall run with the land and shall be enforced.

In the same manner as the general township taxes are collected and the tax rolls shall be collected and be a lien which shall be enforced tax rolls as a charge against the described premises, and said amount on an alternative, the Township may place any indebtedness hereunder on the those parties or entities receiving the benefits of said lighting. As cost of such lighting from Denison Acres Homeowners Association or from further action, at its option, as may be allowed by law, to collect the the Township as is provided in Paragraph 2, the Township may take 4. In the event Denison Acres Homeowners Association fails to pay

of such lighting. or otherwise, arising out of the termination of such service or absence Homeowners Association for any liability to anyone, in tort or contract, connection there with and shall be indemnified by Denison Acres reasons, the Township shall have no liability to Detroit Edison in service. If service is discontinued for these reasons, or any other discontinuance of payment to Detroit Edison or request discontinuance of make any payments as are provided for in Paragraph 2, the Township may 3. In the event Denison Acres Homeowners Association fails to

installation and/or maintenance of the lighting equipment and service. reimburse the Township for any charge made by Detroit Edison for the quarterly statement. Denison Acres Homeowners Association shall charge by Detroit Edison an adjustment shall be made in the next Denison Acres Homeowners Association is more or less than the actual as an administrative and service fee. If the amount paid in advance by Ten (10%) Percent of the charges made by Detroit Edison for the lighting Homeowners Association shall pay an additional fee to the Township of service, as is provided for in this agreement and Denison Acres advance, for any and all charges made by Detroit Edison for the lighting Denison Acres Homeowners Association shall pay the Township quarterly, in 2. The Township shall pay Detroit Edison as billed, and Denison

RECORDED
OAKLAND COUNTY REGISTER
REGISTERED

'85 APR -4 -9 :24

Lynne S. Allen
LYNNE ALLEN
CLERK REGISTER OF DEEDS

Betty Adamo, Clerk
Charter Township of Avon
1275 W. Avon Road
Rochester, MI 48063

WHEN RECORDED RETURN TO:

Notary Public, ~~Oakland~~ County, Michigan
My Commission Expires: APRIL 15, 1985

BY: *George J. Burket*
George J. Burket, Secretary, Denison Acres Homeowners Assn.
The foregoing instrument was acknowledged before me this 2nd day of
NOVEMBER, 1984, by Denison Acres Homeowners Assn. by
George J. Burket, Pres. and Elaine P. Wilita, Secretary.
BY: *Elaine P. Wilita*
Elaine P. Wilita, Secretary, Denison Acres Homeowners Assn.
WITNESSES:
William Wilita
Beverly A. Jasinski
Beverly A. Jasinski
Beverly A. Jasinski

Notary Public, Oakland County, Michigan
My Commission Expires: 12/10/84

BY: *Earl E. Borden*
Earl E. Borden, Its Supervisor
BY: *Betty Adamo*
Betty Adamo, Its Clerk
The foregoing instrument was acknowledged before me this 5th, day of
November, 1984, by Earl E. Borden, Supervisor and Betty
Adamo Clerk of Avon Twp.
WITNESSES:
Doris J. Keylon
Beverly A. Jasinski
Beverly A. Jasinski