

## COMCAST LINE REMOVAL AND/OR RELOCATION AGREEMENT

This Removal and/or Relocation Agreement ("Agreement") is entered into by and between Rivard St and Division St. , Detroit MI 48207, with an address of 2719 Russell St. , Detroit, MI 48207 ("Owner"), and Comcast Brandon Hooker ("Comcast") (Comcast and the Owner are sometimes together referred to herein as the "Parties").

WHEREAS, Owner has requested that Comcast relocate its cable facilities located at Owner's property in the City/Township of Detroit, Wayne County, Michigan (the "Property"), more particularly described as:

Commonly known as: 2719 Russell St. , Detroit, MI 48207

Tax Parcel No.: 23-2175755

NOW, THEREFORE, the Parties agree as follows:

1. **Payment.** Owner, as consideration for the above-referenced removal/relocation, shall pay to Comcast, a fee of \$14,705.07\_\_\_\_\_ to cover the costs and expenses incurred by Comcast. The fee must be made by cashier's or certified bank check payable to "**Comcast**" and delivered to Comcast together with this signed Agreement **prior to** commencement of the above-referenced removal and/or relocation. Any part of the fee remaining after the completion of the removal and/or relocation of Comcast's, will be refunded by Comcast to Owner. In the event the fee is insufficient to cover the cost of the removal and/or relocation, Owner shall pay to Comcast the outstanding amount due within seven (7) days of the receipt of a written invoice from Comcast. If Owner does not pay within seven (7) days, Comcast may file a lien against the Property in addition to seeking all other remedies available to it at law or in equity.
2. **Representations and Warranties.** In making and executing this Agreement, Owner represents and warrants as follows:
  - a. Owner is the fee simple owner of the property free and clear of all liens and encumbrances other than building and use restrictions of record, has full power and authority to execute and deliver this Agreement to Comcast and agrees to be fully bound by its terms.
  - b. Owner has had an opportunity to consult legal counsel of Owner's choice concerning its/his/her respective rights and concerning the advisability of executing this Agreement.
3. **Enforcement of this Agreement.** If Comcast must enforce this Agreement through litigation, collection, or the filing of a lien, Comcast shall be entitled to collect all costs and fees incurred in connection with prosecuting such action, including actual attorney's fees and court costs, including any costs or fees incurred in connection with enforcing, modifying, vacating, and/or collecting any lien, order or judgement any fees and costs incurred in connection with any appeal and/or post-judgement collection activity.
4. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. There are no other agreements, written or oral, expressed or implied, between the Parties except as set forth herein.

5. **Construction.** This Agreement shall be construed according to Michigan law. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ACCEPTED AND AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

“Owner”

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

“Comcast”

Comcast \_\_\_\_\_ Brandon Hooker \_\_\_\_\_

By: Brandon Hooker

Date: 05/11/2020