APARTMENTS

Name of Project:

EASEMENT GRANT AND DEC!ARATION OF RESTRICTIONS

LIBE 1356 PAGE 958

e- recorded

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby grants and conveys to THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication services, including the necessary underground lines, cables and equipment, and including above ground cable pole(s) and other utility facilities, in, under, over, upon and across land located in the <u>Township of Pittsfield</u>, County of <u>Washtenaw</u>
State of Michigan, described in Appendix "A" which is attached hereto and made a part hereof.

These covenants are granted subject to the following conditions and restrictions:

- 1. It is understood and agreed that the title to all primary and secondary electric and communication facilities of either EDISON or BELL situated in or on premises of the Grantor(s) shall at all times remain in EDISON or BELL and shall be deemed to be personal property and shall not be deemed a part of the realty.
- 2. EDISON and BELL, their employes, agents and contractors, shall have full right and authority to enter at all times upon said premises for the purpose of constructing, reconstructing, repairing, modifying, operating and maintaining said electric and communication facilities.
- 3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the electric and communication utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric and communication lines in the property described herein. Except as set forth, the Grantors shall have the right to make any other use of the land subject to such easements which is not inconsistent with the right of the utilities; provided, however, that Grantor(s) shall not plant trees or large shrubs within the said utility easements. EDISON and BELL shall have the right without incurring any liability to the property owner for so doing, to trim any trees, bushes, roots or plants of any kind which, in the sole opinion of the utilities, interferes with their facilities, or is necessary for the installation, re-installation, repair, operation, modification or removal of their facilities in the utility easements.
- 4. No shrubs or foliage shall be permitted on Grantor's property within five (5') feet of the front door of transformer enclosure(s) or switching cabinet(s), nor shall shrubs or foliage be permitted within five (5') feet of service connection pedestals.
- 5. Grantor(s) or all subsequent owners shall install, own, maintain and replace their single/phase electric service conductors. Subsequent owners are defined as those owning the land at time their lines are installed or maintained or replaced.

This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing TRICIA HE WANTE HARDY OF DEED STERN OF DEED STERN OF DEED STERN OF DEED STERN HARDY NIGHT attached hereto.

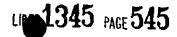
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DE FORM LE 12 3-69 CS

PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTENAW COUNTY, MICH. Re- Recorded

RECORDED RIGHT OF WAY NO SC

● liber 1356 PAGE 959 Na-Naconded Page 2019



- 6. The installation of said electric service conductors shall comply with and conform to the specifications of The Detroit Edison Company.
- 7. Grantor(s) shall not make any change in grade in or near the easements when the change, in the opinion of either of the utilities, interferes with the facilities already installed or which may be installed in the future.
- 8. Land contract sellers herein shall have no liability to utilities unless the contract is repossessed and damage to utility lines and equipment occurs while they are the sole owners of said land parcel or parcels.
- 9. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing of The Detroit Edison Company to show the location of the facilities of the utilities stated herein and easements granted herein shall be limited to six (6') feet in width unless otherwise noted on said drawing.
- 10. The foregoing easements, restrictions and covenants shall run with the land and shall not be subject to termination without the consent of the utilities herein concerned, and shall inure to the benefit of and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.
- 11. Enforcement may be instituted by civil proceedings against any person or persons violating or attempting to violate any covenants contained herein, either to restrain violation or to recover damages.
- 12. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

and seal(s) on this 14th day of <u>December</u>, 1970.

GLENCOE HILLS, INC., a Michigan corp.

Address: 16500 North Park Dr., Soothfield, Mich.

IN WITNESS WHEREOF, the Grantor(s) (has) have set (its) their hand(s)

Sadie Madison

X BY: Set C'S

STATE OF MICHIGAN)

SE.

COUNTY OF Oakland

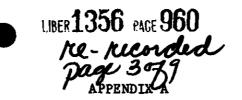
On this 14thday of December , 1970, before me the subscriber, a Notary Public in and for said County, appeared Milton D. Smith and Robert C. Smith to me personally known, who being by me duly sworn did say they are the Vice Pres. and Secr.-Treas. of GLENCOE HILLS, INC., a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors and Milton D. Smith and Robert C. Smith acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Sadie Madison
Acting in Oakland County, Mich &

Wayne County, Michigan

mu

My Commission Expires Dec. 2, 1972



Commencing at the N 1/4 corner of Section 1, T3S, R6E, Pittsfield Township, Washtenw County, Michigan; thence S 0°06' W 1683.79 feet along the N & S 1/4 line of said section for a PLACE OF BEGINNING; thence continuing along said N & S 1/4 line S. 0°06' W. 843.97 feet; thence along the northerly line of Washtenaw Avenue (80 feet wide) N 72°28' W. 70.87 feet, 439.72 feet along the arc of a in the following courses; circular curve concave to the SW, radius 5791.70 feet, chord N 74°38 30" W. 439.59 feet, N 76°49' W 400.36 feet; thence N 13°11' E 440.0 feet along the west line of Glencoe Hills Drive Right-of-Way; thence continuing along said west line 406.24 feet along the arc of a circular curve concave to the west radius 386.72 feet, chord N 16°54'40" W. 387.82 feet; thence S 75°56' E 142.94 feet; thence Southeasterly along the east line of the Glencoe Hills Drive right-of-way 117.18 feet along the arc of a circular curve concave to the southwest, radius 472.72 feet, chord S. 24°33'35" E 116.88 feet; thence N 72°32'40" E. 76.70 feet; thence S76°49' E 140.0 feet; thence N 13°11' E 80.0 feet; thence S 76°49' E. 493.25 feet to the Place of Beginning, being part of the NW 1/4 of said Section 1, Pittsfield Township, containing 14.95 acres of land more or less, of which 1.63 acres of land is in the proposed Glencoe Hills Drive Right-of-Way (the westerly 96 feet of the above 14.95 acre parcel), and of which 0.38 acres of land is reserved for the Right-of-Way for widening of Washtenaw Avenue (the southerly 20 feet of the above 14.95 acred parcel), subject to an easement for development and maintenance of a lake to be used in common with others over the following described portion thereof:

Commencing at the N 1/4 corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence S 0°06' W 1683.79 feet along the N & S 1/4 line of said section for a PIACE OF BEGINNING; thence continuing S 0°06' W. 543.97 feet along said N & S 1/4 line; thence N 89°54' W 140.0 feet; thence N 58°57' E 215.0 feet; thence N 0°41'45" W 355.97 feet; thence N 13°11' E 150.0 feet; thence S 76°49' E 303.25 feet to the Place of Beginning, being part of the NW 1/4 of said Section 1, Pittsfield Township, containing 4.08 acres of land more or less.

PREPARED BY: William S. Fambrough 2000 Second Avenue Detroit, Michigan 48226

RETURN TO: James C. Wetzel
2000 Second Avenue = Rm. 226
Detroit, Michigan 48226

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

May 10, 1971

Sullivan - Smith, Inc. 16500 North Park Drive Suite 100 Southfield, Michigan 48075

Re: Glencoe Hills Apts. Phase II

Gentlemen:

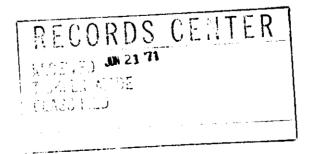
We are enclosing herewith a copy of the "as installed" Drawing No. AU2-3-2978 A & B for the underground electric and communication services for the above-named project.

Very truly yours,

PA.M.

Peter A Marquardt Law Department

/sa Enclosure



RIGHT OF WAY NO. 10776

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE DETROIT, MICHIGAN 48226

January 5, 1971

Sullivan-Smith, Inc. 16500 North Park Drive Suite 100 Southfield, Michigan 48075

Re: Glencoe Hills Apartments Step II

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated necessary 14, 1970 for the underground electric and communication services for the above named project.

Very truly yours,

Stephen A. McNamee Senior Staff Attorney

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Enclosure

MEMORANDUM ORDER TO	MR. STEVE	MC NAMEE	DATE 12-23-70	YIME
DE FORM MS 77 12-53 NOTE:	TAS TRE	ENCHING &	ETTER IS A	7 N
ADDITI	ON TO GW.	ENCOE HIS	US STEP#	2.
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COPIES TO: PUBLIC	SERVICE CL	MM. A SIGNED	DF 11-15-70	
REPORT DEVELE!	POR SHLLIV	CAN E SMITH		
			TWP. WASH	TENAW AVE
DATE DETUDINED	TIME			2.44

RECORDED RIGHT OF WAY NO. 20776

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE

DETROIT, MICHIGAN 48226

Sullivan-Smith Inc. 16500 N. Park Dr., Suite 100 Southfield, Michigan 48075

December 7, 1970

Re: Glancoe Hill Apts. Step II

Gent lemen:

Enclosed is the original and three copies of the Agreement for the above described project. Please have the original and two copies executed and returned to us. We will then have the officers of Bell and Edison execute the Agreement and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In addition, we are enclosing the original and two copies of the Easement-Restrictions. Please have the original and one copy executed and return same to us. The third copy is for your records. Note that this is a "blanket" easement. We will record same and then re-record with an "as installed" drawing when our lines are placed in the project. The "as installed" drawing will show six (6') foot easements along the planned centerlines. On re-recording the easement, the following language will be added to the easement instrument: "This easement is re-recorded for the purpose of showing the "as installed" centerlines and width of easements granted herein as shown on drawing attached hereto."

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses and notary.

Your attention is called to Paragraph No. of this Agreement, whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to:

		W. S. F	abrough	, Staff	Attorney,	Room 226,	2000 Secon	đ
Avenue,	Detroit,	Michigan	48226 (phone	number 96	2-2100, ex	tension)	•

Very truly yours,

William S. Fambrough Staff Attorney

Enclosures

THE DETROIT EDISON COMPANY

ANN ARBOR DISTRICT

DISTRICT OFFICE 401 S. MAIN STREET P.O. BOX 18 ANN ARBOR, MICH. 48107

November 9, 1970

Sullivan & Smith 16500 H. Park Drive Southfield, Michigan

Re: Glencoe Hills Apertments
Phase #2
Pittefield Township
Washteney County

Gentlemen:

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we would expect reimbursement for repairs.

For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Samina Plannam

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MEMORANDUM ORDE FOR GENERAL USE	R TO	R. Norm	iz <u>A ma A • 7</u> 0	or Office	DATE 12-17-70	TIME
DE FORM MS 77 12-53	LE: UNDERGROUN	d (.vice +	Clancon Hill	le Apts.	DATE 12-17-70 I - Pittsfield Tw	p., Mashtenew
		~			,	County
	greenents and	Ensements :	obtained. G	K to proceed	with construction.	
COPIES TO:				SIGNED	V. S. Nabrough	
					Staff Attorney	
DATE RETURNED		TIME		5161177		

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APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 14th day of December Sullivan-Smith, Inc., a Michigan corporation, 16500 North Park Drive, Suite 100

Southfield, Michigan 48075 hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, with offices at 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, with offices at 1365 Cass Avenue, Detroit, Michigan 48226, hereinafter referred to as "BELL".

WITNESSETH:

WHEREAS, DEVELOPER is developing apartments to be known as Hills Apartments Step II , on land in the Township of Pittsfield County of Washtenaw, State of Michigan, as described in Appendix "A" which is attached hereto and made a part hereof, and

WHEREAS, DEVELOPER desires EDISON and BELL to install their facilities for undergroundsingle & threephase electric service and communication services including necessary cable poles and above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made between DEVELOPER and EDISON and BELL, it is hereby agreed as follows:

1 DEVELOPER AGREES:

- 1. To provide, prior to utility installations, a separate instrument granting private easements for public utilities and restrictions acceptable to EDISON and BELL for their utility facilities.
- 2. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that the facilities of the utilities can be properly installed in relation to finished grade. The grade established for the land at the time the utilities place their facilities in the easements shall be considered finished grade.
- 3. To place survey stakes indicating property lines and building plot lines before trenching to enable the utilities to properly locate their underground facilities and above ground equipment.
- 4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines placed underground may cross but shall not be installed parallel with electric lines within the easements used for electric and communication lines.
- 5. To remove at DEVELOPER's expense all trees, shrubbery or obstructions which may be necessary or required for installation of electric and communication facilities in the easements provided to EDISON and BELL, and to provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
- 6. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.
- To pay all extra costs incurred by utilities if paving is done before 7. 3 3 Sept. cable or conduit crossings are in place.

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PATRICIA NEWKIRK HARDY REGISTER OF DEEDS WASHTENAW COUNTY, MICH.

FOR RECORD

8. DEVELOPER further agrees that if subsequent to the installation of the utility's facilities by EDISON or BELL, 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 made by DEVELOPER or at DEVELOPER's action or request, DEVELOPER will forthwith pay the cost and expense of repairing, moving, modifying, rearranging or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, that if the electric or communication utility facilities of EDISON or BELL, or the electric service conductors owned and installed by DEVELOPER or subsequent owners and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER or subsequent owners, or by contractors engaged by DEVELOPER or subsequent owners, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or subsequent owners and shall be paid forthwith to EDISON or BELL by DEVELOPER or subsequent owners upon receiving a statement therefor. DEVELOPER or subsequent owners are defined as those developing the land or those owning the land at time damages occur.

II

UTILITIES AGREE:

- 1. Upon completion of the above requirements, to furnish, install, own and maintain, at their own expense, (except costs and expenses set forth in Paragraphs 5, 7 and 8), their electric and communication facilities in the private easements located in the above described land.
- 2. To meter and bill each tenant individually at the standard rates established by the Michigan Public Service Commission.

This Agreement 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 WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

In the Presence of

Sadie Madison

Rowley

SULLIVAN-SMITH, INC., a Mich. corporation 16500 North Park Dr., Suite 100, Southfield,

Michigan 48075

President

Secretary-

Treasurer

GUENTHER

THE DETROIT

Ошк

Properties and Righ

MICHIGAN BELL TELEPHONE COMPANY

By: CARL T. HALL

Staff Supervisor, Right of Way

(Authorized signature)

RECORDED RIGHT OF WAY NO. CACY

STATE OF MICHIGAN)
COUNTY OF WAYNE)
On this 22nd day of December , 1970, before me the subscriber,
a Notary Public in and for said County, appeared R. Q. Duke and
Lillian J.H. Carroll , to me personally known, who being by me duly sworn
did say they are the Director, Prop. & R/W Dept. and an Assistant Secretary
of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently
under the laws of Michigan and New York, and that the seal affixed to said instru-
ment is the corporate seal of said corporation, and that said instrument was signed
in behalf of said corporation, by authority of its Board of Directors, and
R. Q. Duke and Lillian J.H. Carroll acknowledged; said
instrument to be the free act and deed of said corporation.
hem C. Kata
RENE C. KATA Michigan Notary Public, Wayne County, Michigan
My Commission Expires: June 24, 1972
STATE OF MICHIGAN)) SS.
COUNTY OF OAKLAND)
On this 4th day of MUNIL, 1971, before me the subscriber,
a Notary Public in and for said County, appeared CARL T. HALL
to me personally known, who being by me duly sworn did say that he is the Staff
Supervisor of Right of Way authorized by and for MICHIGAN BELL TELEPHONE COMPANY,
a Michigan corporation, and that said instrument was signed in behalf of said cor-
poration, by authority of its Board of Directors, and CARL T. HALL
acknowledged said instrument to be the free act and deed of said corporation.
Milford Hartman
Notary Public, Oakland County, Michigan
My Commission Expires: MELFORD HARTMAN
Notary Public, Wayne County, Mich. Acting in Oakland County
My Commission Expires Oct. 3, 1971

- 3 -

RECORDED RIGHT OF WAY NO. - 3776

STATE OF MICHIGAN)
SS.
COUNTY OF Oakland

On this 14thday of December, 1970, before me the subscriber, a Notary

Public in and for said County, appeared Milton D. Smith and Robert C. Smith

to me personally known, who being by me duly sworn did say they are the Vice President

and Secr.-Treasurerof SULLIVAN-SMITH, INC., a Michigan corporation, and that the

seal affixed to said instrument is the corporate seal of said corporation, and that

said instrument was signed in behalf of said corporation, by authority of its Board

of Directors and Milton D. Smith and Robert C. Smith acknowledged said

instrument to be the free act and deed of said corporation.

My Commission Expires Dec. 2, 1972

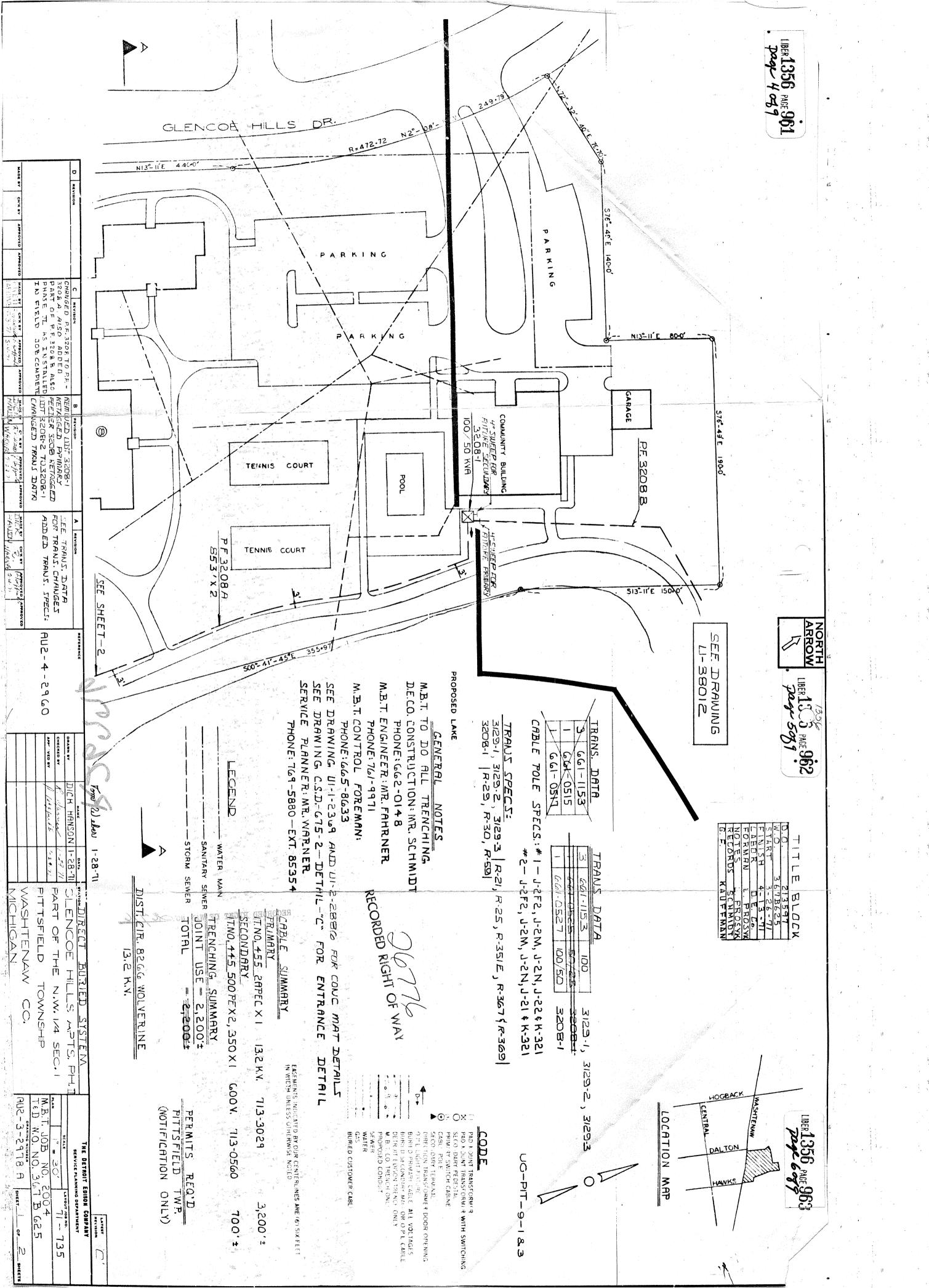
Notary Public, Sadie Madison Acting in Oakland County, Mich. Wayne County, Michigan

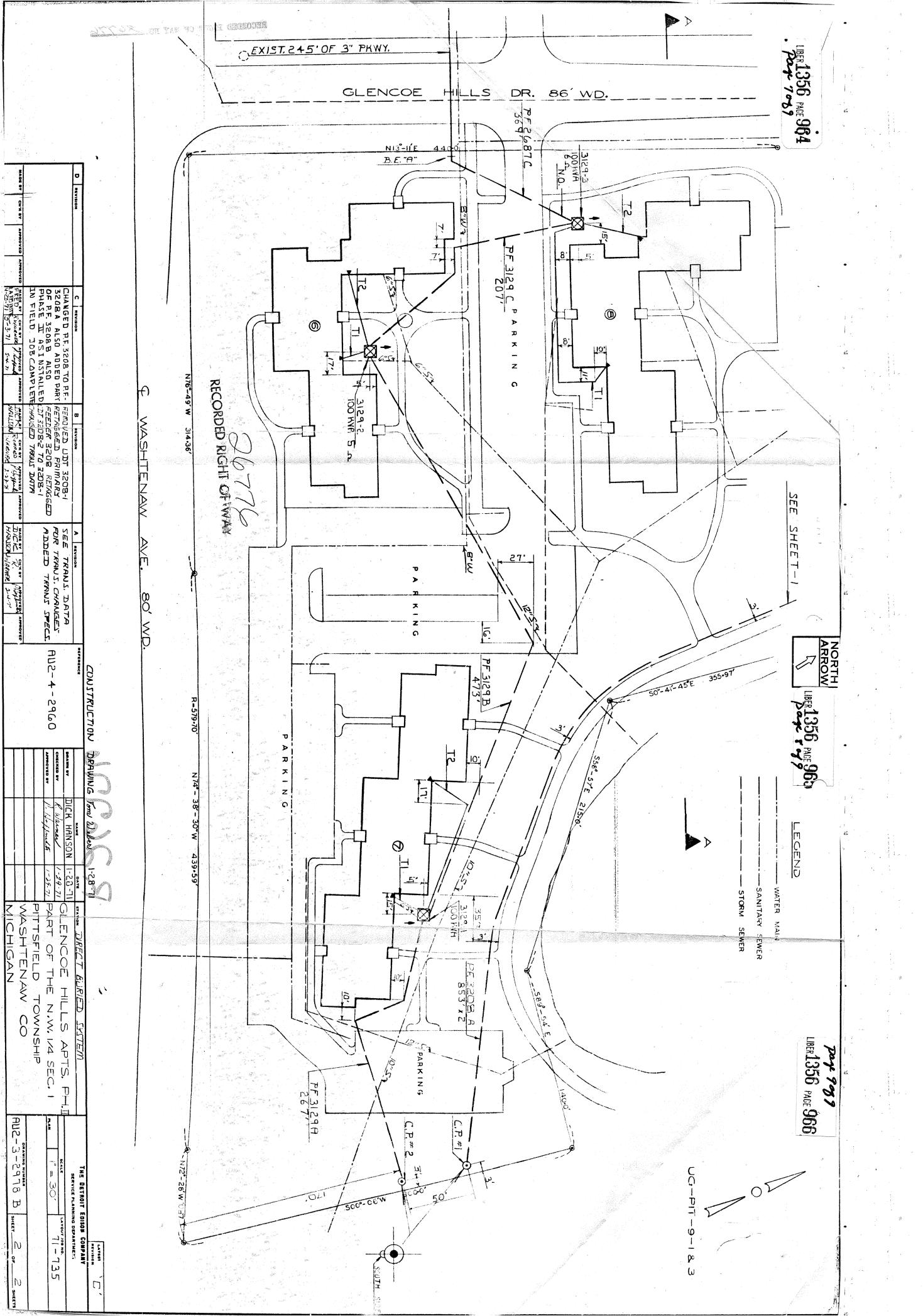
APPENDIX A

Commencing at the N 1/4 corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan; thence S 0°06' W 1683.79 feet along the N & S 1/4 line of said section for a PLACE OF BEGINNING; thence continuing along said N & S 1/4 line S0°06' W 843.97 feet; thence along the northerly line of Washtenaw Avenue (80 feet wide) in the following courses: N 72°28' W 70.87 feet, 439.72 feet along the arc of a circular curve concave to the SW, radius 5791.70 feet, chord N 74°38'30" W. 439.59 feet, N 76°49' W 400.36 feet; thence N 13°11' E 440.0 feet along the west line of Glencoe Hills Drive Right-of-Way; thence continuing along said west line 406.24 feet along the arc of a circular curve concave to the west radius 386.72 feet, chord N 16°54 40" W 387.82 feet; thence S 75°56' E 142.94 feet; thence Southeasterly along the east line of the Glencoe Hills Drive right-of-way 117.18 feet along the arc of a circular curve concave to the southwest, radius 472.72 feet, chord S 24°33'35" E 116.88 feet; thence N 72°32'40" E 76.70 feet; thence S 76°49' E 140.0 feet; thence N 13°11' E. 80.0 feet; thence S 76°49' E 493.25 feet to the Place of Beginning, being part of the NW 1/4 of said Section 1, Pittsfield Township, containing 14.95 acres of land more or less of which 1.63 acres of land is in the proposed Glencoe Hills Drive Right-of Way (the westerly 96 feet of the above 14.95 acre parcel), and of which 0.38 acres of land is reserved for the Right-of-Way for widening of Washtenaw Avenue (the southerly 20 feet of the above 14.95 acre parcel), subject to an easement for development and maintenance of a lake to be used in common with others over the following described portion thereof:

Commencing at the N 1/4 corner of Section 1, T3S, R6E, Pittsfield Township, Washtenaw County, Michigan, thence S 0°06' W 1683.79 feet along the N & S 1/4 line of said section for a PLACE OF BEGINNING, thence continuing S 0°06' W 543.97 feet along said N & S 1/4 line; thence N 89°54' W 140.0 feet; thence N 58°57' E 215.0 feet; thence N 0°41'45" W 355.97 feet; thence N 13°11' E 150.0 feet; thence S 76°49' E 303.25 feet to the Place of Beginning, being part of the NW 1/4 of said Section 1, Pittsfield Township, containing 4.08 acres of land more of less.

PREPARED BY: William S. Fambrough 2000 Second Avenue Detroit, Michigan 48226 RETURN TO: James C. Wetzel 2000 Second Avenue = Rm. 226 Detroit, Michigan 48226 RECORDED RIGHT OF WAY NO. 3677





RECORDED RIGHT OF WAY NO 224776

THE DETROIT EDISON COMPANY

2000 SECOND AVENUE
DETROIT, MICHIGAN 48226

Sullivan & Smith 16500 N. Park Drive Southfield, Michigan

RE: Glencoe Hills
Community Bldg.&
Lake Pump House

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six (6:) feet in width, which will be subsequently platted or provided by separate easement instrument at a cost to you of \$ 1700.00 based on 850' estimated trench feet at the rate of \$ 2.00 per trench foot. estimated cost is based on the location of lines and equipment as shown on the combined utility plan as approved on 12-17-70 . Upon completion, field measurements may require an adjustment in this cost figure. Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made therefor shall be subject to and in accordance with the orders and rules and regulations adopted and approved by the Michigan Public Service Commission.

Normally, trenching operations will not be undertaken during December, January, February, or March unless soil conditions are suitable. However, if you request us to trench under adverse conditions and will make payment to us for any additional costs to us over and above the trenching cost stated above, we will proceed with the installation.

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employes, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Service Planner

ACCERTED:

Date:///20/~10