LAUREL CLUB PHASE II

APARTMENTS

LIRER 6778 PAGE 770

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 21 37 day of MAY , 19<u>**73**</u>, by and between the undersigned Owners and 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 called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

WITNESSETH:

WHEREAS, Own	ners are erecting apartments kno	wn as LAUREL CLU3
PHASE II	, on land in the Township	of West Boomfield >
County of Oakland	, State of Michigan, as describ	ed in Appendix "A",
attached hereto and made a	part hereof, and EDISON and BEI	L will install their
electric and communication	facilities underground except n	ecessary above ground
equipment.	<u> </u>	•

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

- (1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.
- (2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.
- (3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plang or change of grade or for any cause or changes attributable to public authority expense of repairing, moving, rearragement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of the lines of the line having jurisdiction or to Owners action or request, Owners will pay the cost and of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.
- (4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.
- Owners to pay the cost of conduit for electric and/or communication facilities to accomodate patios or similar site conditions.
- (6) Easements herein granted are subject to the following restrictions and additional conditions:
 - a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

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