

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 30th day of December, 19 68,
between DONALD A. SAMELSON, INC., a Michigan Corporation
4070 W. Maple, Birmingham, Michigan

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, 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter referred to as "BELL".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing land in the Township of Bloomfield, Cakland County, Michigan, as described in Appendix "A", which is attached hereto, and made a part hereof; and **known as "WAYSIDE GLEN SUBDIVISION"**.

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed subdivision at this time but has submitted a preliminary plot plan for said subdivision to EDISON and BELL and is hereby requesting EDISON and BELL, prior to recording plat, to install their lines for underground single phase electric service and communication services, except as stated herein, including above ground cable poles and above ground equipment. ~~lots [redacted] are to receive overhead communication and electric service. Easements in lots receiving overhead electric and communication service namely [redacted] shall have underground lines installed for service to other lots in said proposed subdivision.~~

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

I DEVELOPER AGREES:

1. To execute a separate instrument prior to utility installations granting private easements for public utilities and declaring restrictions acceptable to EDISON and BELL for their underground services.
2. To install sanitary sewers when required by governmental authority with sewer taps extending three (3') feet beyond easement limits for each lot prior to installation of electrical underground lines or communication lines in easements so that sewer connections can be made without undermining electrical system or communi-

*Beaumont & Co. Inc.
Dec 30
witness: [redacted]*

RECORDED RIGHT OF WAY NO. 25437

cation lines. Sewer lines may cross but may not be installed within the six (6') foot easements used for electric and communication utilities.

3. To grade easements to finished grade in accordance with local governmental regulations prior to installation of underground lines so that electric and communication facilities can be properly installed in relation to finished grade. The grade established for the subdivision at the time the utilities place their facilities in the easements shall be considered finished grade.

4. To place survey stakes indicating properly lot lines before and after trenching to enable EDISON and BELL to properly locate their facilities.

5. 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 for any cause or changes attributable to public authority having jurisdiction or to 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 its successors or assigns and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, or by contractors engaged by DEVELOPER of its successors or assigns, repairs shall be made by the utilities named herein at the cost and expense of DEVELOPER or its successors and assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors and assigns upon receiving a statement therefor.

6. 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, and to provide for trenches in accordance with a separate letter agreement between EDISON and DEVELOPER, and to locate trenches in easements and to backfill in accordance with drawings and specifications of the utilities. The DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of frozen dirt and shall not contain material which can damage emplaced lines. All backfilling of road crossings to comply with regulations of public authorities having future jurisdiction over roads.

7. In the event electric service conductors to residences is furnished by DEVELOPER, between the transformers or electric service connection pedestals and the

RECORDED RIGHT OF WAY NO. 26437

residences, DEVELOPER shall install, at his expense, at least 2 - #1/0 AWG and 1 - #2 AWG copper; or, 2 - #2/0 AWG and 1 - #1 aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed twenty-four (24") inches below finished grade.

II UTILITIES AGREE:

1. Upon completion of the above requirements to furnish, install, own and maintain, at their expense (except costs and expenses set forth in Paragraphs Numbered 5, 6, and 7 above), all electric and telephone communication facilities in the private easements for public utilities. EDISON will maintain, at its expense, the electric service conductors lying between its facilities in said private easements for public utilities and the residences erected on said lots, subject to provisions of Paragraph No. 5 herein.

THIS AGREEMENT shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

IN THE PRESENCE OF:

Yvonne E. Smith
Yvonne E. Smith

Philip A. Hall
Philip A. Hall

Stephen A. McNamee
Stephen A. McNamee

Irene C. Kata
IRENE C. KATA

Barbara D'Agostino
BARBARA D'AGOSTINO

Melford Hartman
MELFORD HARTMAN

DONALD A. SAMELSON, INC.,
A Michigan Corporation

BY: Donald A. Samelson
Donald A. Samelson, President

BY: Martha E. Samelson
Martha E. Samelson, Secretary

THE DETROIT EDISON COMPANY

BY: R. D. Duke

R. D. DUKE, DIRECTOR
Properties and Rights of Way Dept.
BY: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

BY: Burt T. Hall
Staff Supervisor, Right of Way
(Authorized signature)

RECORDED RIGHT OF WAY NO. 25437

STATE OF MICHIGAN)
) SS
COUNTY OF WAYNE)

On this 13th day of January, 1969, before me, the subscriber, a Notary Public in and for said County, personally appeared R. Q. Duke and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, of Way 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 instrument is the corporate seal of the 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.

My Commission expires: June 24, 1972

Irene C. KATA
Notary Public IRENE C. KATA

Wayne County, Michigan

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

On this 2nd day of January, 1969, 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 Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors, and Carl T. Hall acknowledged said instrument to be the free act and deed of said Corporation.

My Commission expires: _____

Melford Hartman
Notary Public

MELFORD HARTMAN
Notary Public, Wayne County, Mich.
My Commission Expires Oct. 3, 1971

Wayne County, Mich.
Acting in Oakland
Co.

RECORDED RIGHT OF WAY NO. 25937

25437

PROPOSED FUTURE SUBDIVISIONS
(Not Platted)

PROJECT NAME:

Wayside Glen Subdivision

EASEMENT GRANT and DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, hereinafter called Grantor(s), being owner(s) of land and person(s) having interest(s) in land (being a proposed subdivision described in Appendix "A", which is attached hereto and made a part hereof) desire(s) to subject said land to the easements, restrictions, covenants and charges as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Grantor(s) hereby grant(s) and convey(s) 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 called "EDISON" and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, with offices at 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL", their licensees, lessees, successors and assigns, easements for the purpose of providing underground electric and communication service, including the necessary underground lines, cables and equipment and above ground cable pole(s), transformer(s), switching equipment, secondary electric service pedestal(s), and communication facilities in, under, over, upon that portion of the land identified as "easement" on the copy of the proposed plat which is attached hereto and made a part hereof.

AND, WHEREAS, it is the intent and purpose of the Grantor(s) to have electric and communication facilities installed in said proposed plat in accordance with an Agreement between the electric and communication utilities and DONALD A. SAMELSON, INC., a Michigan Corporation 4070 W. Maple, Birmingham, Michigan

dated December 30, 1968.

NOW, THEREFORE, the Grantor(s) hereby declare that said premises shall be held, transferred, sold and conveyed subject to the easements, restrictions, covenants, reservations, charges, obligations and powers as follows:

1. Private easements for public utilities which are herein granted as indicated on the above described proposed plat which has not been recorded.
2. No excavations (except for public utility purposes), no changes of finished grade, and no structures or apparatus of any kind, except line fences, shall be allowed within the private public utility easements of the proposed subdivision.

RECORDED RIGHT OF WAY NO. 25437

Except as provided herein, the Grantor(s) shall have the right to make any use of the land, subject to such private easements, which is not inconsistent with the right of EDISON or BELL; provided, however, that the owners shall not plant trees or large shrubs within the private public utility easements. EDISON and BELL shall have the right, without incurring any liability to the property owner for so doing, to trim or remove trees, bushes, or other plants of any kind within said private easements and also shall have the right to trim the roots and foliage which grow into the easements belonging to trees, bushes or other plants of any kind lying outside of said easements and, which, in the sole opinion of EDISON or BELL, interferes with the facilities therein or is necessary for the installation, reinstallation, modification, repair, maintenance or removal of their underground facilities in any private public utility easement of the proposed subdivision.

3. No shrubs or foliage shall be permitted on owner's property within five (5') feet of the front doors of the transformers or switching cabinets; nor shall such shrubs or foliage be permitted within five (5') feet of service connection pedestals.

4. Grantor(s) and subsequent owners of proposed Lots 1 thru 43

in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said electric service conductors shall be thereafter maintained by EDISON. Provided, however, should the electric service conductors of the owner(s) or the lines of BELL be damaged by acts or negligence on the part of owner(s) or (his) (their) agents or contractors, repairs shall be made by EDISON or BELL at the cost and expense of the owner(s) and paid forthwith to EDISON or BELL upon receiving a statement therefor.

5. The installation of all underground electric service conductors shall be twenty-four (24") inches below finished grade and said conductors shall be at least 2 - #1/0 AWG and 1 - #2 AWG copper or 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

6. The grade established by the Grantor(s) in accordance with local governmental regulations at the time EDISON and BELL place their underground facilities in the easements shall be considered final or finished grade.

Grantor(s) shall not make any change in such grade in or near easements or alter any ground condition, including drainage, when the change in grade or alteration of ground conditions, in the opinion of the utility concerned, interferes with the facilities already installed.

7. Grantor(s) shall pay to the utility concerned the cost of relocation or rearrangement of utility equipment, where in the opinion of the utility, such relocation or rearrangement is made necessary because of a violation by Grantor(s) of any of the foregoing restrictions pertaining to utility underground installations.

8. Upon the future acceptance and recording of the plat for the above described land, the easements herein granted and all the terms and conditions hereof shall merge with and be a part of the private easements for public utilities indicated on the plat for said subdivision, only on the condition that there is no dedication to the use of the public for said easements. The utility making use of such easements shall pay all the costs incurred by all prior utility users in relocating or rearranging their facilities to make the easements available for subsequent use.

9. The foregoing Restrictions 1 through 8 shall be covenants running 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, executors, administrators, successors and assigns of the undersigned Grantor(s).

10. Enforcement shall be proceeding in a civil action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

11. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned (~~has~~) (have) set (~~its~~) (their) hand(s) and seal(s) on this 26th day of December, 1968.

IN THE PRESENCE OF:

Yvonne E. Smith
Yvonne E. Smith

Philip A. Hall
Philip A. Hall

Philip A. Hall
Philip A. Hall

Myrtle B. Rohl
Myrtle B. Rohl

DONALD A. SAMELSON, INC.,
A Michigan Corporation
4070 W. Maple, Birmingham, Michigan

BY: Donald A. Samelson
Donald A. Samelson, President

BY: Martha E. Samelson
Martha E. Samelson, Secretary

Mont C. Wickham
Mont C. Wickham

Alice I. Wickham
Alice I. Wickham, his wife
1336 Pilgrim
Birmingham, Michigan

RECORDED
RIGHT
DE WAX NO. 125437

THE DETROIT BANK & TRUST COMPANY
A Michigan Banking Corporation
Fort at Washington Blvd.
Detroit, Michigan 48226

Marie M. Schmidt
MARIE M. SCHMIDT

BY: Donald J. Goodrow
Donald J. Goodrow, Ass't Vice
President

Betty J. Barton
Betty J. BARTON

BY: Richard J. Peters
Richard J. Peters, Vice President

STATE OF MICHIGAN)
COUNTY OF Oakland)

On this 30th day of December, 1968, before me appeared DONALD A. SAMELSON and BETTY J. BARTON who are personally known, who being by me duly sworn, did so that they are respectively PRESIDENT and SECRETARY of DONALD A. SAMELSON, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said company.

My Commission expires: July 14, 1972

Philip A. Hall
Notary Public Philip A. Hall
Oakland County, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland)

On this 26th day of December, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared HUNT C. WICKHAM and ALICE F. WICKHAM, his wife, to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: July 14, 1972

Philip A. Hall
Notary Public Philip A. Hall
Oakland County, Michigan

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 30th day of December, 1968, before me appeared ~~DON~~ J. GOODROW and RICHARD J. PETERS to me personally known, who being by me duly sworn, did say that they are respectively ASS'T VICE PRESIDENT and VICE PRESIDENT of DETROIT BANK & TRUST COMPANY, a Michigan Banking Corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its board of Directors and the said ASS'T VICE PRESIDENT and VICE PRESIDENT acknowledged the said instrument to be the free act and deed of the said Company.

My Commission expires: July 14, 1972

Philip A. Hall
Notary Public Philip A. Hall

Oakland County, Mich.

APPENDIX "A"

The land embraced in the proposed WAYSIDE GLEN, a subdivision of part of the S.W. fractional 1/4 of Section 30, T2N, R10E, Bloomfield Twp., Oakland County, Michigan is described as: beginning at the W. E. corner of Sec. 30, T2N, R10E, and proceeding thence N. 36°27'50" E., 958.09 ft.; thence S. 0°30'20" E., 949.0 ft.; thence S. 77°42'39" E., 333.35 ft.; thence S. 0°26' E., 357.06 ft.; thence N. 69°45' W., 1292.83 ft.; thence due North 1312.40 ft. to the point of beginning.

MEMORANDUM ORDER
FOR GENERAL USE
DE FORM MS 77 12-53

TO Engineering Coordinator Supervisor DATE 1-7-69 TIME _____
19 Sacand - Room 186
Re: Underground Service - Wayside G.A. Subdivision
Township of Bloomfield, Oakland County

Agreements-assessments received by M.B.T.

OK to proceed with construction.

COPIES TO: V. J. Andras - 728 G.O. SIGNED 
Paul Cortes - Pontiac Service Center Stephen A. McNamee/kw
REPORT File Staff Attorney
Law Department

DATE RETURNED _____ TIME _____ SIGNED _____

LIBER 5377
PAGE 110

25437

Wayside Glen Subdivision

1.000 5512
P 110/1

EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned owners and parties having interest in lands herein described grant 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, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, easements for their underground lines for the transmission and distribution of electricity and communication services, including the necessary above ground transformers, secondary connection pedestals, communication facilities, cable poles and equipment, under, across and upon the following described land in the Township of Bloomfield, County of Oakland, State of Michigan, described as:

Lot 40, a six foot easement beginning at the North line of Lot 40 and extending Southwesterly 55 feet parallel, West of and adjacent to the 6 foot Private Easement for Public Utilities reserved in the Plat as recorded in Liber 126, Page 34 and 35, Oakland County Plat Records.

Located in Wayside Glen, a subdivision of part of the SW fractional 1/4 of Section 30, T2N, R10E, Bloomfield Township, Oakland County, Michigan.

These easements shall be subject to all restrictions dated December 30, 1968, pertaining to underground electric and communication services for the aforementioned subdivision.

Signed and sealed this 14th day of May, 1970, ~~1970~~.

IN THE PRESENCE OF:

DONALD A. SAMELSON, INC.
A Michigan Corporation
4070 W. Maple, Birmingham, Michigan

Marlin R. Young
MARLIN R. YOUNG

BY: Donald A. Samelson
Donald A. Samelson, President

Paul J. Krawchuck
PAUL J. KRAWCHUCK

BY: Martha E. Samelson
Martha E. Samelson, Secretary

Reymont Paul
Reymont Paul

Mont C. Wickham
Mont C. Wickham

Mabel Flanagan
Mabel Flanagan

Alice I. Wickham
Alice I. Wickham, his wife
1336 Pilgrim
Birmingham, Michigan

RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF WAY NO. 25437

STATE OF MICHIGAN

COUNTY OF Oakland

On this 14th day of May, 19 70, before me appeared DONALD A. SAMELSON and MARTHA E. SAMELSON to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of DONALD A. SAMELSON, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said CORPORATION.

My Commission expires: JUNE 3, 1972
Marvin R. Young
 Notary Public MARVIN R. YOUNG
Oakland County, Michigan

STATE OF MICHIGAN

COUNTY OF WAYNE

On this 25th day of May, 19 70, before me, the subscriber, a Notary Public in and for said County, personally appeared MONT C. WICKHAM, and ALICE I. WICKHAM, his wife, to me known to be the persons named in and who executed the within instrument as vendor and acknowledged that they executed the same as their free act and deed for the intents and purposes therein mentioned.

My Commission expires: 2-3-73
Mabel Flanagan
 Notary Public Mabel Flanagan
Wayne County, Michigan

RECORDED & INDEXED
 MAY 27 1970
 COUNTY CLERK
 45

RECORDED RIGHT OF WAY NO. 25437

25437

December 11, 1968

Donald A. Samelson, Incorporated
4070 West Maple
Birmingham, Michigan 48010

Re: Wayside Glen Subdivision
Walnut Lake and Inkster Roads
Kilomfield Township - Oakland County

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 \$1615.25 based on 4615 estimated trench feet at the rate of 35 cents per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on October 1, 1968. Any changes in these locations may require an adjustment in the cost figures. An additional charge will be made if boring under pavement, etc., is required or sand backfill is requested.

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, employees, successors and assigns. 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,

R. J. Huey
Robert J. Huey
General Supervisor
Customer Service

ACCEPTED

Donald A. Samelson Inc
Donald A. Samelson Pres

Date: 12/16/68

RECORDED RIGHT OF WAY NO. 25437

RECORDS CENTER
RECEIVED APR 16 1969
TICKLER MADE
CLASSIFIED

"WAYSIDE GLEN"

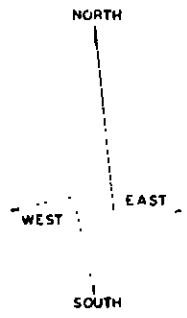
A S. DIVISION OF PART OF THE S.W. FRAC $\frac{1}{4}$ OF SEC 30, T2N, R10E,
BLOOMFIELD TWP, OAKLAND CO, MICH

100 50 0 100 200 300

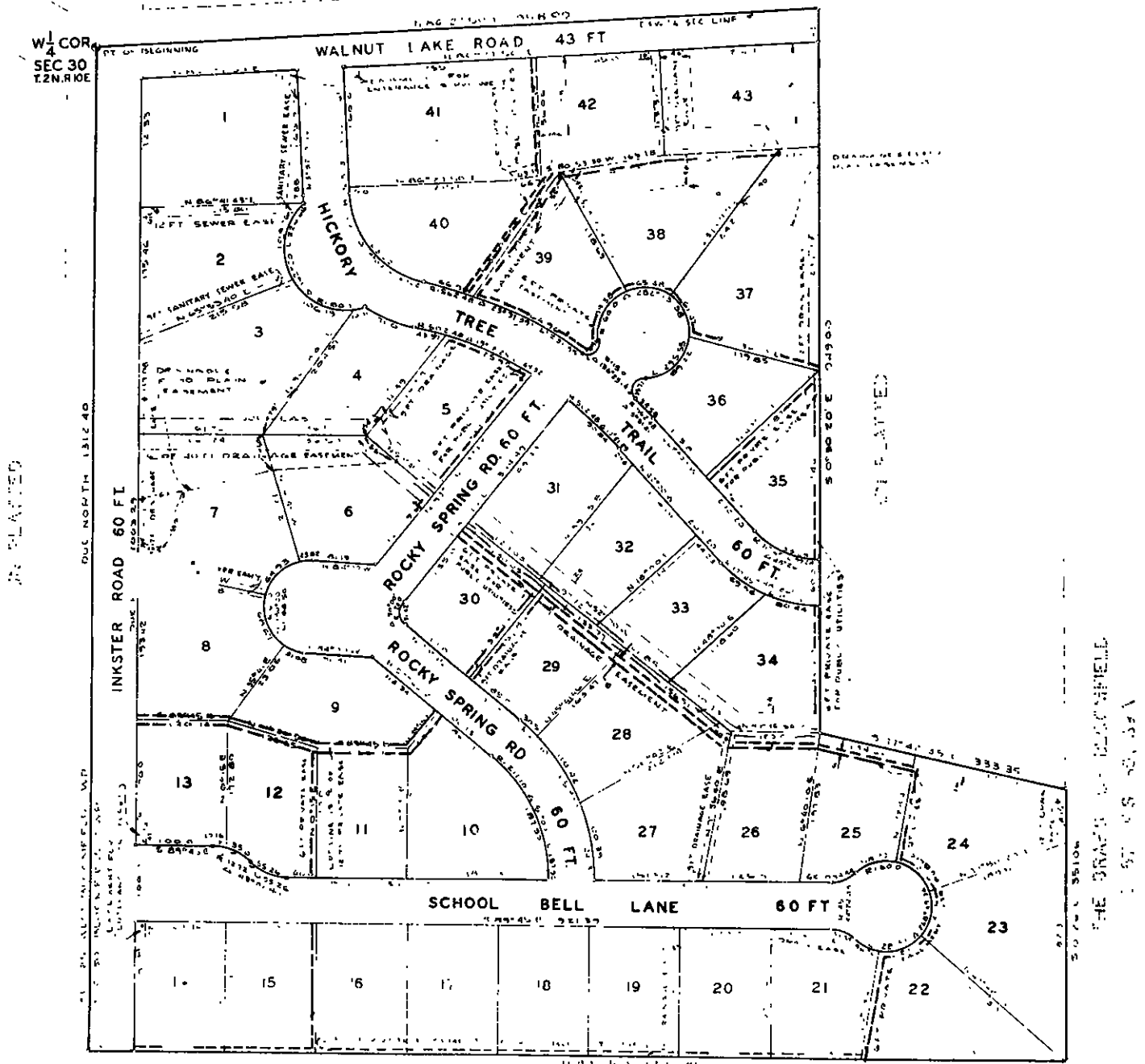
SCALE 1 INCH = 100 FEET

All dimensions are in feet and decimals thereof
All curve distances are measured along the arc

FELDBAUSER ASSOCIATES
5647 Dixie Highway
Waterford, Michigan 48097



"AS PROPOSED"

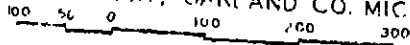


RECORDED RIGHT OF WAY NO. 20937

"WAYSIDE GLEN"

A S. DIVISION OF PART OF THE SW FRAC $\frac{1}{4}$ OF SEC 30, T2N, R10E,
BLOOMFIELD TWP, OAKLAND CO. MICH

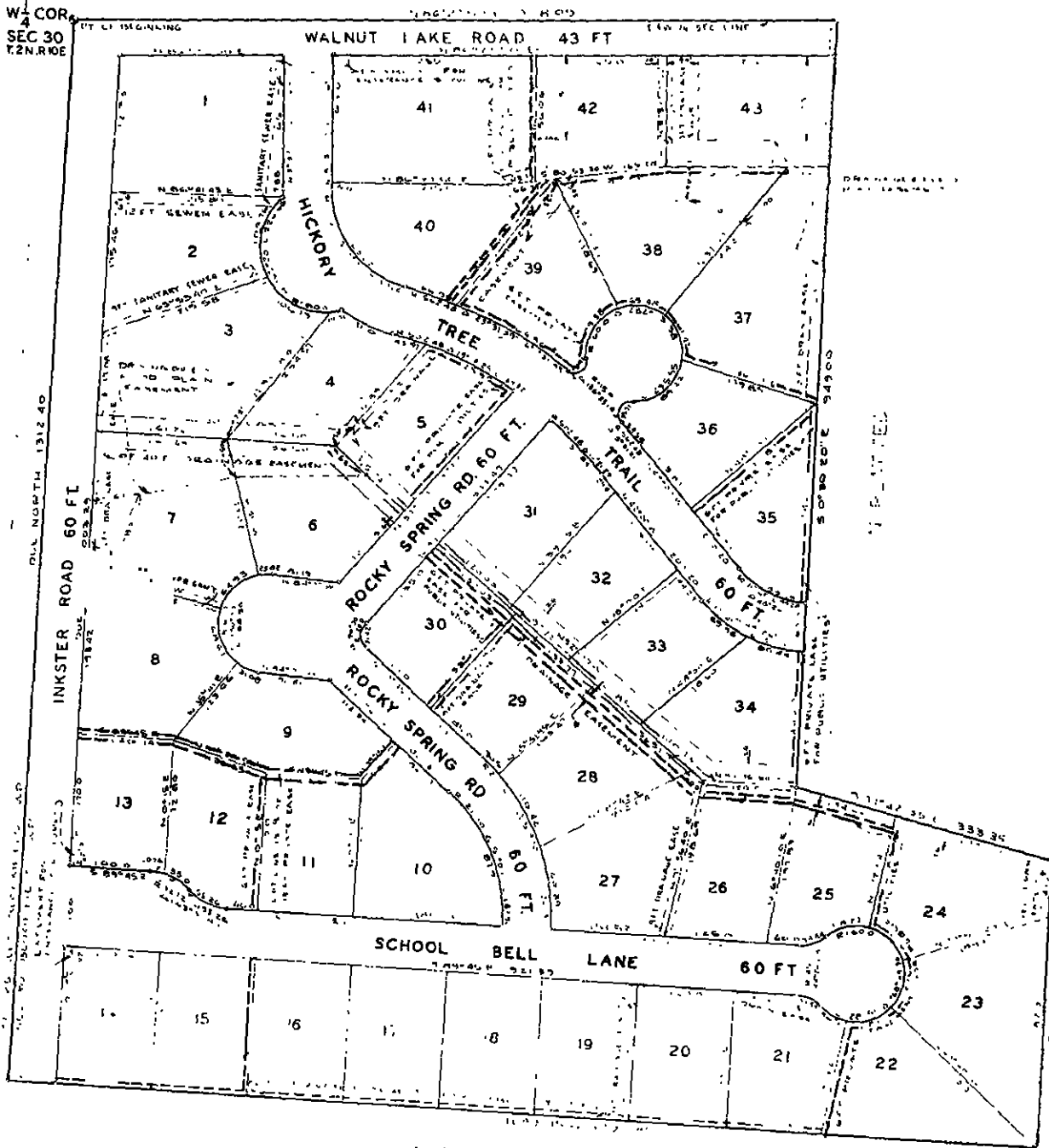
FELDBAUSER ASSOCIATES
5647 Dixie Highway
Waterford, Michigan 48095



SCALE 1 INCH = 100 FEET

All dimensions are in feet and decimals thereof
All curve distances are measured along the arc

"AS PROPOSED"



THE DRAFT OF THIS PLAN IS THE PROPERTY OF FELDBAUSER ASSOCIATES
 AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN
 PERMISSION OF FELDBAUSER ASSOCIATES
 DATE: 05/13/77

APPENDIX "A"

The land embraced in the proposed WAYSIDE GLEN, a subdivision of part of the S.W. fractional $\frac{1}{4}$ of Section 30, T2N, R10E, Bloomfield Township, Oakland County, Michigan, is described as: Beginning at the W. $\frac{1}{4}$ corner of Section 30, T2N, R10E, and proceeding thence N. $86^{\circ}27'50''$ E., 958.09 ft.; thence S. $0^{\circ}30'20''$ E., 949.0 ft.; thence S. $77^{\circ}42'35''$ E., 333.35 ft.; thence S. $0^{\circ}26'$ E., 357.06 ft.; thence N. $89^{\circ}45'$ W., 1292.85 ft.; thence due North 1312.40 ft. to the point of beginning.

STATE OF MICHIGAN)
COUNTY OF Oakland) SS

On this 30th day of December, 1968, before me appeared DONALD A. SAMELSON and MARTHA E. SAMELSON to me personally known, who being by me duly sworn, did say that they are respectively PRESIDENT and SECRETARY of DONALD A. SAMELSON, INC., a corporation created and existing under the laws of the State of Michigan and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said PRESIDENT and SECRETARY acknowledged the said instrument to be the free act and deed of the said Corporation.

My Commission expires: July 14, 1972

Philip A. Hall
Notary Public Philip A. Hall

Oakland County, Michigan

RECORDED RIGHT OF WAY NO. 25437