

1-10  
32

APARTMENTS

Name of Project:  
Shiawassee Apartments

EASEMENT GRANT and DECLARATION OF RESTRICTIONS 66 75268

THE UNDERSIGNED, hereinafter called "GRANTOR", 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 New York corporation, 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 an area six (6') feet wide, the planned centerline(s) of which are presently identified on The Detroit Edison Company Drawing No. OU2-4-1704, but the location of which shall be shown on revised drawings "as installed", which drawings shall be attached hereto and made a part hereof subsequent to installation and prior to recording. Said easements are located in land in the City of Southfield, County of Oakland, 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 cables, communication cables, secondary service pedestals, switching equipment, transformers, meters, meter enclosures and equipment 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 employees, 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 described above.
3. No excavations (except for public utility purposes), no structures apparatus of any kind (except line fences), no changes of finished grade shall be allowed within the utility easements hereinabove described. Except as provided herein,

PROPERTY SUBJECT OF MAP NO. 23967

*in full of...*  
*Ac. 32*

*Suit, Settle...*

900

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

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 hereinabove described.

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. The Grantor(s) and all subsequent owners shall own, install, maintain and replace their single phase electric service conductors.

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. 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.

9. 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.

10. 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.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals on this 27 day of NOV, 19 66.

REC'D FROM CHAIR TO. 23967

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Shiawassee Company

-2-

June 10, 1966

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 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.

Very truly yours,

*Floyd W. Sell*  
Floyd W. Sell  
Asst. Division Manager

ACCEPTED

*Shiawassee Apartments*  
*Myron Greenfield*  
Date: *July 19, 1966*

RECORDED FROM OF 1966 NO. 23967

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

August 8, 1966

Shiwassee Apartments  
300 East Fourth Street  
Royal Oak, Michigan

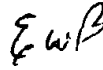
Re: Shiwassee Apartments

Gentlemen:

Enclosed is a fully executed copy of the Agreement for underground electric and communication services.

This copy may be retained for your permanent records.

Very truly yours,



Eugene W. Bronski  
Staff Attorney

EWB:lmh  
enclosure

CC: C. T. Hall

23567

**THE DETROIT EDISON COMPANY**  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

October 24, 1966

Shiswassee Apartments  
300 East Fourth Street  
Royal Oak, Michigan

Gentlemen:

Enclosed is a copy of the "as installed" drawing, showing the underground electric and communication facilities for the above project.

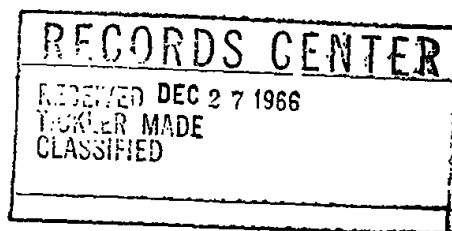
Please substitute the drawing now attached to your copy of the Easement Grant and Declaration of Restrictions.

Very truly yours,



Eugene W. Brenski  
Staff Attorney

EWB:lmh  
enclosure



RECEIVED RIGHT OF WAY NO. 23967

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

March 13, 1967

Federal Housing Administration  
James F. Finn, Director  
1249 Washington Boulevard  
Detroit, Michigan 48226

James T. Barnes & Company  
350 First National Building  
Detroit, Michigan 48226

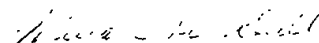
Shiawassee Apartments  
300 East Fourth Street  
Royal Oak, Michigan

Re: Shiawassee Apartments  
South 1/4 Section 32, T1N, R10E  
Southfield Twp., Oakland County, Mich.

Gentlemen:

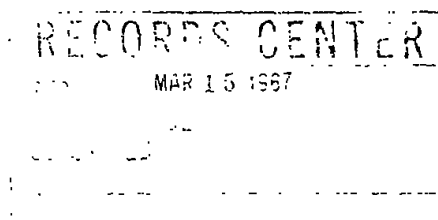
This letter is intended to clarify The Detroit Edison Company's position regarding its use of easements across the above premises as evidenced by the Easement Grant and Declaration of Restrictions dated May 22, 1966, and recorded in Liber 4961 Page 463, Oakland County Records. Any parking surfaces or walkways shown on The Detroit Edison Company drawing OU2-4-1704 Revision A, which may be disturbed by The Detroit Edison Company pursuant to exercising the rights granted in said instrument, shall be restored as near as may be and as soon as is practicable following the completion of any construction, reconstruction, repair, modification, operation or maintenance of its facilities installed therein.

Very truly yours,



William M. Dull  
General Superintendent  
Underground Lines Department

EWB:lmh



ON MAR 15 1967

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

TO C. J. Bartholomew - 944 G. O. DATE 6/6/68 TIME \_\_\_\_\_

Re: Underground Service - Showcase Apartments - Southfield, Michigan

The Developer has completed the necessary documents and agreements. It is now in order to proceed with construction.

COPIES TO: E. S. Olson - 1901 Second - Rm. 124 SIGNED \_\_\_\_\_  
H. Stone - 1901 Second - Rm. 176  
REPORT M. E. Givens - 714 G. O. Eugene H. Brockmeyer  
H. W. Friebe - 724 G. O. State Attorney  
A. C. Lee - 6106 - Justice Service Center Law Department  
File

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

SUBORDINATION OF MORTGAGE LIEN

1-10  
1/5 2

WHEREAS, THE DETROIT EDISON COMPANY, a New York corporation, and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, have acquired a certain Underground Line Permit dated 5-27-66 and recorded 11-4-66 in Liber 4961, Page 463470, Oakland County Records, described as follows: In the Southwest 1/4 of Section 32, T1N, R10E, Southfield Township, Oakland County, Michigan. Commencing at a point which is North 89°20' West 241.27 feet and North 69°06' West 444.61 feet from the South 1/4 corner of Section 32, T1N, R10E, and thence running North 0°06' East 926.70 feet to the center line of the Rouge River; thence North 1°54'10" West 77.39 feet to a point; thence North 78°09' 20" West along the Intermediate traverse line as shown on the Plat of "Bradbury Park Subdivision" as recorded in Liber 82, Page 3 of Plats, Oakland County Records 417.55 feet to a point on the west line of Lot 11 located in the above mentioned subdivision; thence South 17° West along said west line of Lot 11, 56.89 feet to a point in the center of the Rouge River; thence South 77°39' 30" East along said center line of the Rouge River 64.0 feet to a point; thence South 21°25' West 314.4 feet to a point; thence South 0°06' West to the center line of a roadway known as Shiawassee Road 563.0 feet; thence South 69°06' East along said center line of Shiawassee Road 511.90 feet to the place of beginning, containing 449,044 sq. feet or 10.31 acres, more or less.

Subject to the rights of the public, in and to a public highway known as Shiawassee Road, 66 f' wide, located on the South end of the above described parcel of land, containing 16,893 square feet or 0.39 acres more or less.

AND WHEREAS, the JAMES T. BARNES & COMPANY is the mortgagee of a certain mortgage dated 2-4-66 and recorded \_\_\_\_\_ in Liber 4846, Page 416-420, Oakland County Records, Oakland County, Michigan.

NOW THEREFORE, in payment of the sum of One (\$1.00) Dollar and other valuable considerations, receipt of which is hereby acknowledged, the mortgagee herein for itself, its successors and assigns, agrees that if said mortgage is in default and said land is sold to satisfy same the purchaser or purchasers under such sale shall take said land subject to said Underground Line Permit.

IN WITNESS WHEREOF, these presents have been executed on this Third (3rd) day of April A.D. 1967.

In the Presence of:

Edwin B. Wayman  
Edwin B. Wayman

Ellen P. Haggerty  
Ellen P. Haggerty

STATE OF Michigan

COUNTY OF Wayne

1967 APR 11 PM 3 59  
DARLANE S. MURPHY  
REGISTERED CLERK  
MICHIGAN  
SS RECORDS

JAMES T. BARNES & COMPANY  
350 First National Building  
Detroit, Michigan

By \_\_\_\_\_  
By Walter J. Marrs  
Walter J. Marrs  
Vice-President  
JAMES T. BARNES & COMPANY

RECORDED RIGHT OF WAY NO. 23967

On this Third (3rd) day of April in the year One Thousand Nine Hundred Sixty-Seven (1967) before me, the subscriber, a Notary Public in and for said County, personally appeared Walter J. Marrs and \_\_\_\_\_, to me personally known, who being by me duly sworn did say that ~~they are~~ he is the Vice-President ~~and~~ \_\_\_\_\_ of the James T. Barnes & Company

\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and Walter J. Marrs ~~and~~ \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Helen R. Kronk  
Helen R. Kronk  
Notary Public, Wayne County, Michigan

My commission expires 8-26-70

Prepared by: J. V. Strouse  
2000 Second Avenue  
Detroit, Michigan 48226

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 S. SECOND AVENUE  
DETROIT, MICHIGAN 48226

200





In the Presence of:

SHIAWASSEE APARTMENTS  
a Michigan co-partnership  
300 East Fourth Street  
Royal Oak, Michigan

Pauline McHollin  
PAULINE McHOLLIN

By: Russell Knecht  
RUSSELL Partner KNECHT.

Mary A. Tomaw  
MARY A. TOMAW

By: Myron Greenfield  
MYRON Greenfield Partner

STATE OF MICHIGAN )  
COUNTY OF Oakland ) SS.

On this 27th day of May A.D. 1966, before me, the sub-  
scriber, a Notary Public in and for said County, personally appeared Russell  
Knecht and Myron Greenfield, Partners doing business as SHIAWASSEE  
APARTMENTS, a Michigan co-partnership, to me known and who executed the within instrument  
and acknowledged the same to be their free act and deed for the co-partnership.

Marian Schlitzberg  
MARIAN SCHLITZBERG  
Notary Public, Oakland County, Michigan

My Commission expires: 10-8-66

PREPARED BY: Eugene W. Bronski  
2000 Second Avenue  
Detroit, Michigan, 48226

RECORDED  
MICHIGAN  
REGISTER OF DEEDS & CONVEYANCES  
1966 NOV 4 PM 3 49  
J. L. B. Murphy  
Notary Public

23967

RETURN TO  
A. L. KASAMEYER  
The Detroit Edison Company  
2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

## APPENDIX A

Description of Land, Located in Southwest  $\frac{1}{4}$  of Section 32,  
Town 1 North, Range 10 East, Southfield Township, Oakland  
County, State of Michigan.

Commencing at a point which is North  $89^{\circ}-20'$  West 241.27 feet and  
North  $69^{\circ}-06'$  West 444.61 feet from the South  $\frac{1}{4}$  corner of Section  
32, T1N, R10E, Southfield Township, Oakland County, and thence  
running North  $0^{\circ}-06'$  East 926.70 feet to the centerline of the Rouge  
River, thence North  $1^{\circ}-54'-10''$  West 77.39 feet to a point, thence  
North  $78^{\circ}-09'-20''$  West along the Intermediate traverse line as shown  
on the Plat of "Bradbury Park Subdivision" as recorded in Liber 82,  
Page 3 of Plats, Oakland County Records 417.55 feet to a point on  
the west line of Lot 11 located in the above mentioned subdivision,  
thence South  $17^{\circ}$  West along said west line of Lot 11, 56.59 feet to  
a point in the center of the Rouge River, thence South  $77^{\circ}-39'-30''$   
East along said centerline of the Rouge River 64.0 feet to a point,  
thence South  $21^{\circ}-25'$  West 314.4 feet to a point, thence South  $0^{\circ}-06'$   
West to the centerline of a roadway known as Shiawassee Road 563.0  
feet, thence South  $69^{\circ}-06'$  East along said centerline of Shiawassee  
Road 511.90 feet to the place of beginning, containing 449,044 sq.  
feet or 10.31 acres, more or less.

Subject to the rights of the public, in and to a public highway  
known as Shiawassee Road, 66 feet wide, located on the south end of  
the above described parcel of land, containing 16,893 square feet  
or 0.39 acres more or less.

RECORDED RIGHT OF WAY NO. 23967

RETURN TO  
A. I. KAUFMEYER  
The Detroit Free Press Company  
RECORDS DEPARTMENT  
DETROIT, MICHIGAN 48226

AGREEMENT

66 53863

1-10  
37

THIS AGREEMENT, made this 27<sup>th</sup> day of MAY, 19 66,  
between SHIAWASSEE APARTMENTS, a Michigan co-partnership  
300 East Fourth Street, Royal Oak, Michigan

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a New York corporation, 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".

W I T N E S S E T H :

WHEREAS, DEVELOPER is developing apartments to be known as \_\_\_\_\_  
Shiawassee Apartments on land in the City of Southfield,  
County of Oakland, 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  
underground single phase 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:

I.

DEVELOPER AGREES:

1. To record 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 govern-  
mental 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 ease-  
ments shall be considered finished grade.

3. To place survey stakes indicating property lines and building plot lines  
before and after trenching to enable the utilities to properly locate their underground  
facilities and above ground equipment.

*John E. Murphy*  
JOHN E. MURPHY  
CLERK-REGISTER OF DEEDS

1966 AUG 10 PM 12 55

CLERK-REGISTER OF DEEDS  
MICHIGAN

RECORDED  
INDEXED  
RIGHT OF WAY  
23967

6.00

4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines may cross but may not be installed 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 trench at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.

6. ~~To locate the trenches in the easements and to backfill in accordance with specifications of the utilities. The backfill shall be free of rocks and logs of any kind.~~

7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.

8. At DEVELOPER's expense, as and wherever required by BELL, to place conduit within the land described in Appendix "A" for telephone facilities.

9. DEVELOPER further agrees that if, subsequent to the installation of the utility's facilities by EDISON and BELL, it is necessary to repair, move modify, rearrange or relocate any of the utility facilities to conform to a new plot plan or change of grade made by the DEVELOPER, or for any cause or changes attributable to public authority having jurisdiction during the period in which the DEVELOPER is the owner of the land, or because of the DEVELOPER's action or request, it 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.

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, 8 and 9), their electric and telephone communication facilities in the private easements located in the above described lands. Provided, however, should the above described installations of the utilities be damaged by acts of negligence on the part of DEVELOPER or its contractors or assigns, repairs shall be made at the cost and expense of the DEVELOPER or its successors or assigns and shall be paid forthwith to EDISON or BELL by DEVELOPER or its successors or assigns upon receiving a statement therefor.

REC'D OF ENV NO. 23967

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 and seals the day and year first above written.

In the Presence of:

SHLAWASSEE APARTMENTS

Pauline M. Mullin  
PAULINE M. MULLIN  
Mary A. Tomaw  
MARY A. TOMAW

By: Myron Greenfield  
MYRON GREENFIELD Partner  
By: Russell Knecht  
RUSSELL KNECHT Partner

Eugene W. Bronski  
EUGENE W. BRONSKI  
Irene C. Kaya  
IRENE C. KAYA

By: Wm Pease  
W. PEASE VICE PRESIDENT  
By: Lillian J. H. Carroll  
LILLIAN J. H. CARROLL

A. Jack Manery  
A. JACK MANERY  
Eleanor L. Johnson  
ELEANOR L. JOHNSON

By: F. B. Allen  
F. B. ALLEN Vice President & General Manager  
By: F. B. Allen  
F. B. ALLEN

APPROVED AS TO FORM  
J. P. Waterstone  
ATTORNEY  
MICHIGAN BELL TELEPHONE CO.

SECRETARY  
F. B. ALLEN

STATE OF MICHIGAN )  
COUNTY OF Cabland SS.

On this 29<sup>th</sup> day of May A.D. 1966, before me, the sub-

scriber, a Notary Public in and for said County, personally appeared Myron Greenfield and Russell Knecht, Partners doing business as SHLAWASSEE APARTMENTS, a Michigan co-partnership, to me known and who executed the within instrument and acknowledged the same to be their free act and deed for the co-partnership.

Marion Schitzberg  
MARION SCHITZBERG  
Notary Public, Cabland County, Michigan

My Commission expires: 10-8-66

PREPARED BY: Eugene W. Bronski  
2000 Second Avenue  
Detroit, Michigan, 48226

RECORDED RIGHT OF WAY NO. 23967

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF WAYNE )

On this 7th day of June, 1966, before me the subscriber, a Notary Public in and for said County, appeared M. Pease and Lillian J. H. Carroll, to me personally known, who being by me duly sworn did say they are ~~the~~ a Vice President and an Assistant Secretary of THE DETROIT EDISON COMPANY, a New York 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 M. Pease and Lillian J. H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata  
IRENE C. KATA  
Notary Public, Wayne County, Michigan

My Commission Expires: July 9, 1968

STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF Wayne )

On this 2nd day of August, 1966, before me the subscriber, a Notary Public in and for said County, appeared F. B. Hunt and F. B. Allen, to me personally known, who being by me duly sworn did say they are the Vice President and General Manager and Secretary of MICHIGAN BELL TELEPHONE COMPANY, 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 F. B. Hunt and F. B. Allen acknowledged said instrument to be the free act and deed of said corporation.

Eleanor L. Johnson  
Eleanor L. Johnson  
Notary Public, Wayne County, Michigan

My Commission Expires: May 15, 1967

RETURN TO: HAROLD J. PINALES  
2000 SECOND AVENUE - RM. 226  
DETROIT, MICHIGAN 48226

RECORDED  
INDEXED  
OFFICE OF THE CLERK  
WAYNE COUNTY, MICHIGAN  
23967

LIB 4923 MAR 071

## APPENDIX A

Description of Land, Located in Southwest  $\frac{1}{4}$  of Section 32,  
Town 1 North, Range 10 East, Southfield Township, Oakland  
County, State of Michigan.

Commencing at a point which is North  $80^{\circ}-20'$  West 241.27 feet and North  $69^{\circ}-06'$  West 444.61 feet from the South  $\frac{1}{4}$  corner of Section 32, FIN, RICE, Southfield Township, Oakland County, and thence running North  $0^{\circ}-06'$  East 926.70 feet to the centerline of the Rouge River, thence North  $1^{\circ}-54'-10''$  West 77.39 feet to a point, thence North  $78^{\circ}-09'-20''$  West along the Intermediate traverse line as shown on the Plat of "Bradbury Park Subdivision" as recorded in Liber 52, Page 3 of Plats, Oakland County Records 417.50 feet to a point on the west line of Lot 11 located in the above mentioned subdivision, thence South  $17^{\circ}$  West along said west line of Lot 11, 56.59 feet to a point in the center of the Rouge River, thence South  $77^{\circ}-39'-30''$  East along said centerline of the Rouge River 64.0 feet to a point, thence South  $21^{\circ}-25'$  West 314.4 feet to a point, thence South  $0^{\circ}-06'$  West to the centerline of a roadway known as Shiawassee Road 563.0 feet, thence South  $69^{\circ}-06'$  East along said centerline of Shiawassee Road 511.90 feet to the place of beginning, containing 449,044 sq. feet or 10.31 acres, more or less.

Subject to the rights of the public, in and to a public highway known as Shiawassee Road, 66 feet wide, located on the south end of the above described parcel of land, containing 16,893 square feet or 0.39 acres more or less.

RECORDED RIGHT OF WAY TO. 23967



June 10, 1966

Shiawassee Company  
300 E. Fourth Street  
Royal Oak, Michigan

Re: Shiawassee Apartments  
City of Southfield  
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 \$3,850.20 based on 2852 trench feet at the rate of \$1.35 per trench foot. This cost is based on the location of lines and equipment as shown on the combined utility plan as approved on February 10, 1966. Any changes in these locations may require an adjustment in the cost figures.

Normally, trenching operations will not be undertaken during December, January, February, or March unless ground 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.

RECORDED FROM OF FILE NO. 23967