

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

Project Name:  
Sherwood Village Farms  
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 (\$1.00) Dollar 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 New York corporation, 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 S. & S. LAND COMPANY,  
A Michigan Co-partnership, 17299 Westland Dr., Southfield, Michigan 48075  
dated October 9, 1968.

NOW, THEREFORE, the Grantor(s) hereby declare(s) 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 J. KISHI OF M.A. . . . .

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 to 73, inclusive

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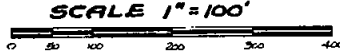
in this proposed subdivision shall own and install at their own expense, the single phase electric service conductors lying between the residences and the transformers or service connection pedestals located in said easements. Said electric service conductors shall be thereafter maintained by EDISON. 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.

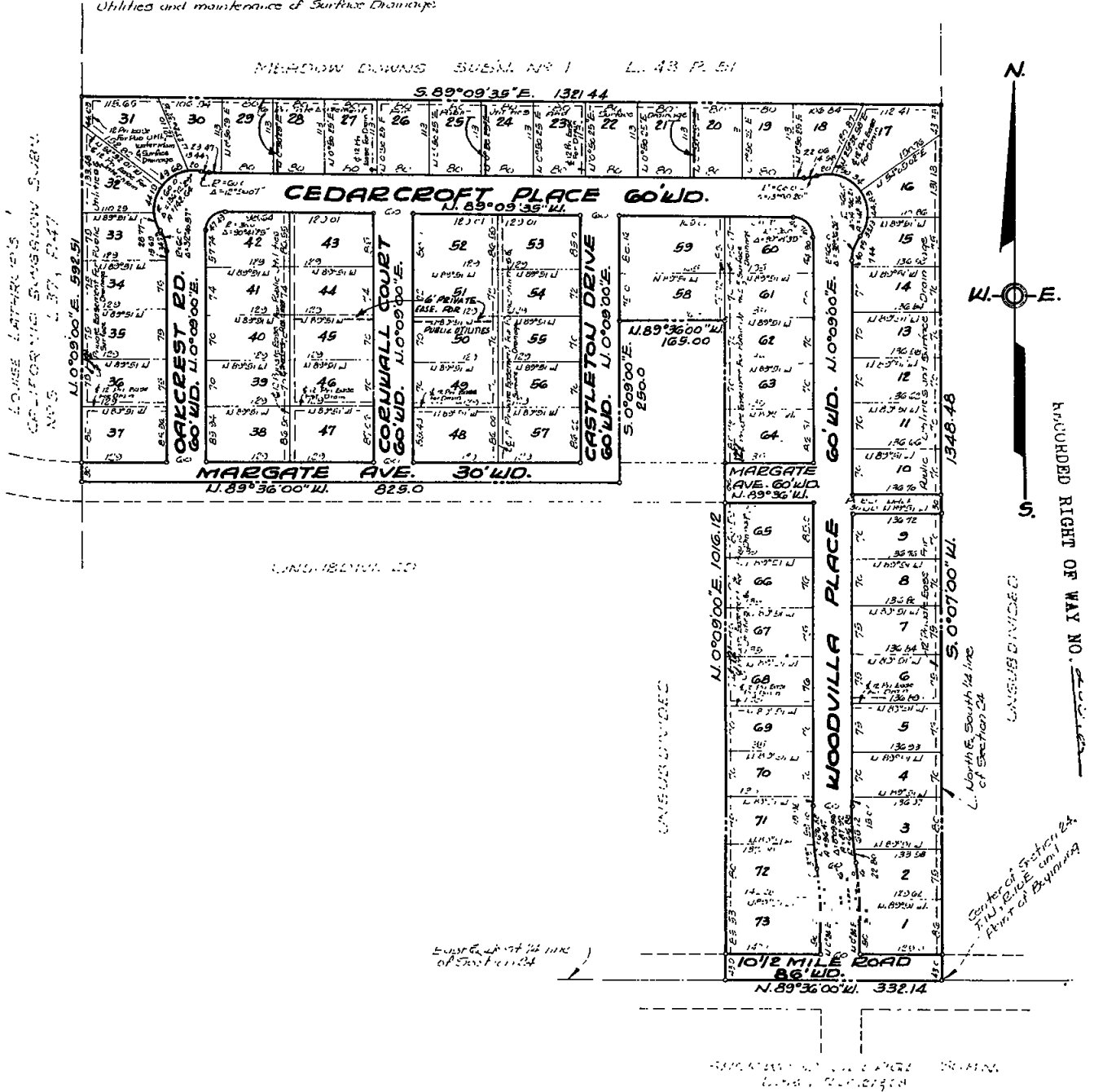
# "PROPOSED" "SHERWOOD VILLAGE FARMS SUBDIVISION" OF PART OF THE NORTHWEST 1/4 OF SECTION 24, T.1N., R.10E., CITY OF SOUTHFIELD, OAKLAND COUNTY, MICHIGAN.



PAGE 3 OF 3

POSTIFF COMPANY,  
20731 COOLIDGE HIGHWAY,  
OAK PARK, MICH. 48231

Note: All dimensions shown are given in feet and decimals thereof. Curvilinear dimensions are given along the arc.  
All easements are private easements for Public Utilities and maintenance of Surface Drainage.



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

TO Engineering Coordinator Supervisor DATE 10-14-68 TIME \_\_\_\_\_

190 second - Room 186

Re: Underground Service - Sherwood Village Farms Sub.  
City of Southfield, Oakland County

Agreement-assessment obtained by M.B.T.

OK to proceed with construction.

COPIES TO: H. W. Priebe - 728 G.O.  
Al Lee - Marketing - Pontiac Service Center  
REPORT File

SIGNED

*Keith L. Roach*  
**Keith L. Roach/kw**  
**Staff Attorney**  
**Law Department**

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

PROPOSED FUTURE SUBDIVISIONS  
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 9th day of October, 19 68,  
between S. & S. LAND COMPANY, a Michigan Co-partnership,  
17299 Westland Drive, Southfield, Michigan 48075

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, 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 City of Southfield,  
Oakland County, Michigan, as described in Appendix "A", which is attached hereto,  
and made a part hereof; and **known as "SHELVOOD VILLAGE FARMS SUBDIVISION"**.

WHEREAS, DEVELOPER is not prepared to record the plat of said proposed sub-  
division 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.

[REDACTED SECTION]

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-

*See attached instrument  
dated 10/15/68  
with 1/2" scale  
of plat...*

RECORDED HIGHWAY WAY NO. 25342

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 therefore. 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 therefore.

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 overroads.

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. 25342

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 AWG 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:

\_\_\_\_\_  
\_\_\_\_\_

Stephen A. McNamee  
Stephen A. McNamee

Irene C. Kata  
IRENE C. KATA

Barbara D'Agostino  
BARBARA D'AGOSTINO

Melford Hartman  
MELFORD HARTMAN

THE DETROIT EDISON COMPANY

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

MICHIGAN BELL TELEPHONE COMPANY

By: Paul T. Hall  
Staff Supervisor, Right of Way

DOCUMENT PREPARED BY  
MELFORD HARTMAN  
23500 NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN

RECORDED RIGHT OF WAY NO. 25342

IN THE PRESENCE OF:

*Ida Samuels*  
Ida Samuels

*Dorothy Handy*  
Dorothy Handy

\_\_\_\_\_

\_\_\_\_\_

S. & S. LAND COMPANY,  
A Michigan Co-partnership, consisting of:  
GREENVIEW LAND COMPANY AND  
STEEL LAND COMPANY

BY: *Alex Samuels*  
Alex Samuels, President  
Greenview Land Company

BY: *George Friedman*  
George Friedman, Treasurer  
Greenview Land Company

BY: *Norman Steel*  
Norman Steel, President  
Steel Land Company

BY: *Lawrence Steel*  
Lawrence Steel, Secretary  
Steel Land Company

STATE OF MICHIGAN )  
COUNTY OF Oakland )

On this 9th day of October, 1968, before me, a Notary Public in and for said County, personally appeared Alex Samuels, President and George Friedman, Treasurer of the GREENVIEW LAND COMPANY, a Michigan Corporation and Norman Steel, President and Lawrence Steel, Secretary of the STEEL LAND COMPANY, a Michigan Corporation, who being by me duly sworn, did say that their corporations are co-partners in the S. & S. LAND COMPANY, a Michigan Co-partnership, and that said instrument was signed in behalf of said corporation and co-partnership by authority of their boards of directors and that Alex Samuels, George Friedman, Norman Steel, and Lawrence Steel acknowledged said instrument to be the free act and deed of said corporation and co-partnership.

My Commission expires: *Jan. 10, 1969*

*Alex Samuels*  
Notary Public

*Oakland* Co., Michigan

RECORDED RIGHT OF WAY NO. 23342



APPENDIX "A"

The land embraced in the proposed annexed plat of "Sherwood Village Farms Subdivision" of part of the N.W.  $\frac{1}{4}$  of Section 24, T1N, R10E, City of Southfield, Oakland Co., Michigan, comprises Lots 1 to 73, both inclusive, being described as: Beginning at the center of Sec. 24, T1N, R10E.; thence N.  $89^{\circ}36'00''$  W.. along the East and West  $\frac{1}{4}$  line of Section 24, 332.14 ft.; thence N.  $0^{\circ}09'00''$  E., 1016.12 ft.; thence N.  $89^{\circ}36'00''$  W., 165.0 ft.; thence S.  $0^{\circ}09'00''$  E., 250.0 ft.; thence N.  $89^{\circ}36'00''$  W., 825.00 ft.; thence N.  $0^{\circ}09'00''$  E., along the Easterly line of Louise Lathrup's California Bungalow Subdivision (recorded in Liber 37, Page 47), 592.51 ft.; thence S.  $89^{\circ}09'35''$  E., along the South line of Meadow Downs Subdivision No. 1 (recorded in Liber 43, Page 51), 1321.44 ft.; thence S.  $0^{\circ}07'00''$  W., along the North and South  $\frac{1}{4}$  line of Section 24, 1348.48 ft. to the point of beginning.

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

On this 15th day of October, 1968, 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, Properties & Rights of Way Dept. 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 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 10th day of October, 1968, 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, Wayne County, Mich.  
My Commission Expires Oct. 3, 1971

Melford Hartman  
Notary Public

Wayne Co., Michigan  
Acting in Oakland  
Co.

RECORDED RIGHT OF WAY NO. 233443



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 by 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 9th day of October, 1968.

In the Presence of:

DOCUMENT PREPARED BY  
NELFORD HARTMAN  
23607 NORTHWESTERN HWY.  
SOUTHFIELD, MICHIGAN

IN THE PRESENCE OF:

Ida Samuels  
Ida Samuels

Dorothy Handy  
Dorothy Handy

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S. & S. LAND COMPANY,  
a Michigan Co-partnership, consisting of:  
GREENVIEW LAND COMPANY AND  
STEEL LAND COMPANY

17299 Westland Drive  
Southfield, Michigan 48075

BY: Alex Samuels  
Alex Samuels, President  
Greenview Land Company

BY: George Friedman  
George Friedman, Treasurer  
Greenview Land Company

BY: Norman Steel  
Norman Steel, President  
Steel Land Company

BY: Lawrence Steel  
Lawrence Steel, Secretary  
Steel Land Company

Arthur Donn Resnick  
Arthur Donn Resnick

Edith L. Resnick  
Edith L. Resnick, his wife  
24600 Manistee Avenue  
Oak Park, Michigan 48237

Julius Spielberg  
Julius Spielberg

Anna Spielberg  
Anna Spielberg, his wife  
6381 W. Outer Drive  
Detroit, Michigan 48235

Morris Berk  
Morris Berk

Edith Berk  
Edith Berk, his wife  
17243 Richard Ave.  
Southfield, Michigan 48075

RECORDED RIGHT OF WAY NO. 2534



STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

On this 9th day of October, 1968, before me, a Notary Public in and for said County, personally appeared Alex Samuels, President and George Friedman, Treasurer of the Greenview Land Company, a Michigan Corporation and Norman Steel, President and Lawrence Steel, Secretary of the Steel Land Company, a Michigan Corporation, who being each by me duly sworn did say that their corporations are co-partners in the S. & S. LAND COMPANY, a Michigan Co-partnership, and that said instrument was signed in behalf of said corporation and co-partnership by authority of their board of directors and that Alex Samuels, George Friedman, Norman Steel and Lawrence Steel acknowledged said instrument to be the free act and deed of said corporation and co-partnership.

My Commission expires: Jan. 10 1969

Alex Samuels  
Notary Public

Oakland Co., Michigan

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF Oakland )

On this 9th day of October, 1968, before me, the subscriber, a Notary Public in and for said County, personally appeared ARTHUR DONN RESNICK and EDITH L. RESNICK, 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: Jan. 10 1969

Alex Samuels  
Notary Public

Oakland Co., Michigan

RECORDED RIGHT OF WAY NO. 2022

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Julius Spielberg and Anna Spielberg, his wife

to me known to be the person<sup>s</sup>, 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: Jan. 10, 1969

Geo. Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Morris Berk and Edith Berk, his wife

to me known to be the person<sup>s</sup>, 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: Jan. 10, 1969

Geo. Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Mendel Shifman and Ida Shifman, his wife

to me known to be the person<sup>s</sup>, 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: Jan. 10, 1969

Geo. Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Harriett King, a widow

to me known to be the person, named in and who executed the within instrument as  
vendor and acknowledged that she executed the same as her free act and deed  
for the intents and purposes therein mentioned.

My Commission expires: \_\_\_\_\_

Notary Public

RECORDED RIGHT OF WAY NO. 25342



STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Benjamin Scharg and Sophie Scharg, his wife

to me known to be the person <sup>S</sup>, 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: Jan 10, 1969

Ida Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Charles N. Shere and Eleanor Shere, his wife

to me known to be the person <sup>S</sup>, 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: Jan. 10, 1969

Ida Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Albert Feurring and Joyce N. Feurring, his wife

to me known to be the person <sup>S</sup>, 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: Jan. 10, 1969

Ida Samuels  
Notary Public

STATE OF MICHIGAN )  
COUNTY OF Oakland )SS

On this 9th day of October, 19 68, before me,  
the subscriber, a Notary Public in and for said County, personally appeared  
Syd Auster, a single man

to me known to be the person , named in and who executed the within instrument as  
vendor and acknowledged that he executed the same as his free act and deed  
for the intents and purposes therein mentioned.

My Commission expires: Jan 10, 1969

Ida Samuels  
Notary Public

RECORDED RIGHT OF WAY NO. 25342

APPENDIX "A"

The land embraced in the proposed annexed plat of "Sherwood Village Farms Subdivision" of part of the N.W.  $\frac{1}{4}$  of Section 24, T1N, R10E, City of Southfield, Oakland Co., Michigan, comprises Lots 1 to 73, both inclusive, being described as: Beginning at the center of Sec. 24, T1N, R10E.; thence N.  $89^{\circ}36'00''$  W., along the East and West  $\frac{1}{2}$  line of Section 24, 332.14 ft.; thence N.  $0^{\circ}09'00''$  E., 1016.12 ft.; thence N.  $89^{\circ}36'00''$  W., 165.0 ft.; thence S.  $0^{\circ}09'00''$  E., 250.0 ft.; thence N.  $89^{\circ}36'00''$  W., 825.00 ft.; thence N.  $0^{\circ}09'00''$  E., along the Easterly line of Louise Lathrup's California Bungalow Subdivision (recorded in Liber 37, Page 47), 592.51 ft.; thence S.  $89^{\circ}09'35''$  E., along the South line of Meadow Downs Subdivision No. 1 (recorded in Liber 43, Page 51), 1321.44 ft.; thence S.  $0^{\circ}07'00''$  W., along the North and South  $\frac{1}{2}$  line of Section 24, 1348.48 ft. to the point of beginning.

RECORDED RIGHT OF WAY NO. 25342

# 25342

July 30, 1968

S & S Land Company  
18280 W. Ten Mile Road  
Room 142  
Southfield, Michigan 48075

Re: Sherwood Village Farms Subdivision  
N.S. Ten 1/2 Mile Road  
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 \$1557.50 based on 4450 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 April 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,  
*Floyd W. Sell*  
Floyd W. Sell  
Asst. Division Manager

ACCEPTED  
*Norman Steel*  
BY - Norman Steel, President  
*Carl Sarnick*  
BY - Carl Sarnick, President  
Date: 8/5/1968

RECORDS CENTER  
RECEIVED NOV 21 1968  
FOR EX FILE  
CLASSIFIED

RECORDED RIGHT OF WAY NO. 1538