

*Liber 5426*  
*Page 602-607*

HEATHERBRAE 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 and convey 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 services, 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 a letter agreement between the utilities named herein and Janet Homes, Inc., dated \_\_\_\_\_.

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. 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 - 138 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) of (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 thereof.

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-#2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-USE insulation or with cross-linked polyethylene insulation.

RECORDED RIGHT OF WAY NO. 22225

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 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 29th day of September, 1969.

IN THE PRESENCE OF:

JANET HOMES, INC.  
A Michigan Corporation  
18610 W. Eight Mile Rd.  
Southfield, Michigan 48075

BY: [Signature]  
Barton J. Fenmore, President

BY: [Signature]  
Gilbert L. Franklin, Vice President

[Signature]  
Edward B. Stulberg (acting with power of attorney granted by James A. Michael and Jacqueline Michael, his wife; George J. George and Maye Ellen George, his wife; Joseph A. Michaels and Thelma Michaels, his wife; and David T. Zakoor, Jr. and Norma T. Zakoor, his wife; on August 8, 1968, as recorded in Liber 5235, pages 523 and 524 of Oakland County Records #52801 on August 12, 1968. Also acting with power of Attorney granted by Kathleen Tamer on August 26, 1969 and recorded in Liber 5407, page 222, Oakland County Records.  
18610 West Eight Mile Rd., Southfield, Mich. 48075

[Signature]  
Ruth Marcus

[Signature]  
Arlene J. Smolen

[Signature]  
Ruth Marcus

[Signature]  
Arlene J. Smolen

RECORDED FIRST OF MAY NO. 20825

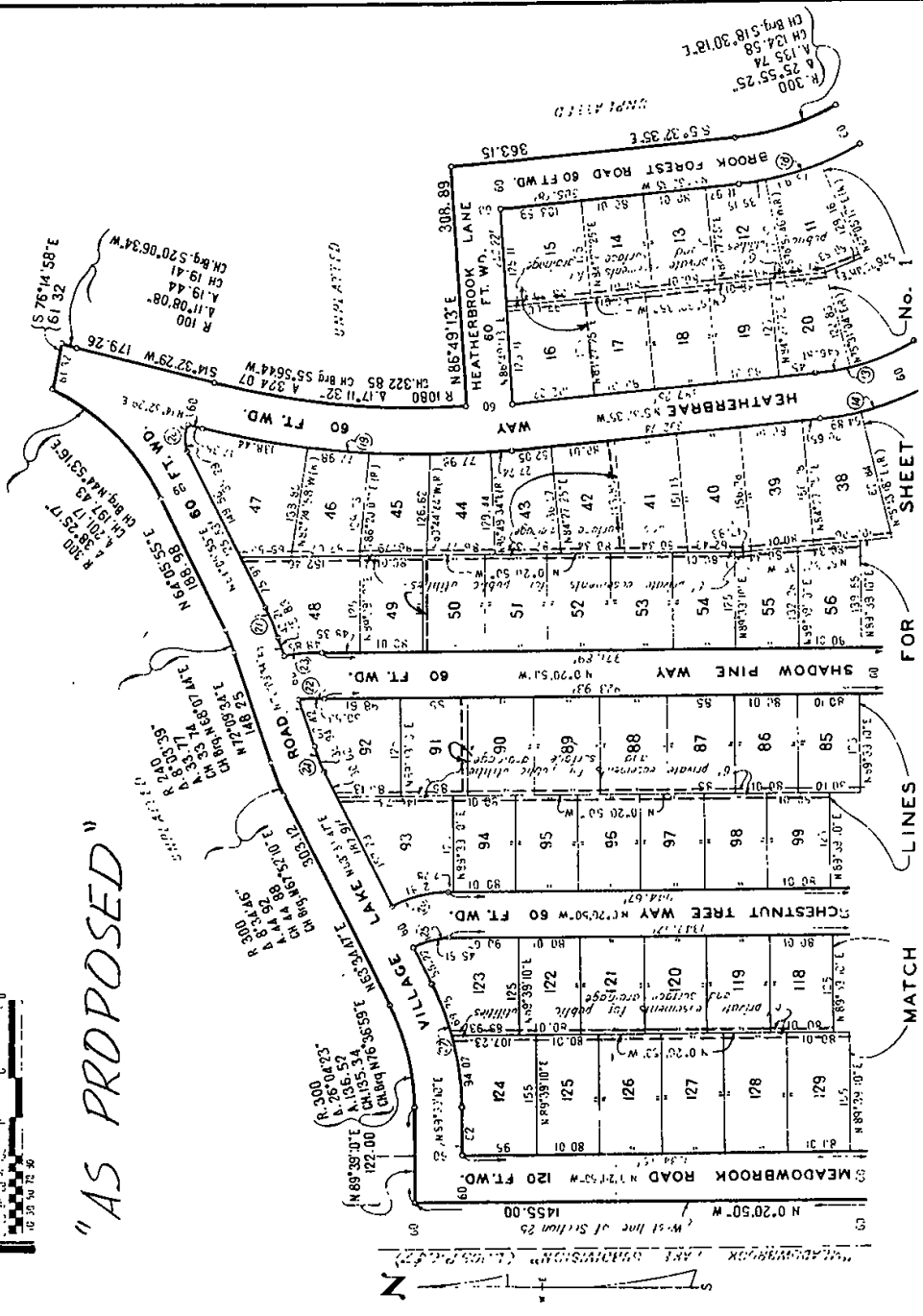
# HEATHERBRAE SUBDIVISION

PART OF THE S.W. 1/4 OF SEC. 25, T.1N., R.8 E.,  
CITY OF NOVI, OAKLAND CO., MICHIGAN

SHEET 2  
OF  
2 SHEETS

SCALE - ONE INCH = 100 FEET.

"AS PROPOSED"



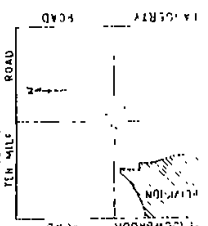
FOR SHEET

MATCH

PLAT LEGEND

- ALL DIMENSIONS ARE SHOWN IN FEET.
- ALL BEARING AND DISTANCE MARKERS ARE SHOWN ALONG THE ARC.
- ALL BEARING ARE IN RELATION TO THE ADJOINING MEADOWBROOK LAKE SUBDIVISION LIG 6 P. 68Z.
- THE SYMBOL "O" INDICATES A CONCRETE MONUMENT.
- ALL LOT MARKERS ARE 1/2" IRON PIPE 18" LONG.

1/4 MILE MAP



CHORD	NO. TRIANG.	CENTRAL ANGLE	ARC
1734.84	13	25° 55' 21"	135.76
1716.50	14	25° 55' 25"	162.88
1611.52	18	26° 55' 25"	162.88
107.56	19	26° 55' 05"	949.62
54.12	20	40° 26' 35"	35.79
42.21	21	8° 22' 35"	42.21
30.53	22	10° 29' 36"	30.53
48.48	23	17° 59' 17"	48.48
55.93	24	6° 4' 20"	55.93

RECORDED WITH OF WAY NO. 32995

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 29th day of September, 1969, before me appeared BARTON J. FENMORE and GILBERT L. FRANKLIN to me personally known, who being by me severally duly sworn, did say that they are respectively PRESIDENT and VICE PRESIDENT of JANET HOMES, 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 BARTON J. FENMORE and GILBERT L. FRANKLIN acknowledged the said instrument to be the free act and deed of the said JANET HOMES, INC.

My commission expires April 13, 1970

  
Notary Public, Arlene J. Smolen

Wayne Acting in Oakland County, Michigan

APPENDIX "A"

Proposed Heatherbrae Subdivision, Part of the S. W. 1/4 of Section 25, T1N, R8E, City of Novi, Oakland County, Michigan, beginning at the S. W. corner of said Section 25, T1N, R8E., thence along the west line of said Section 25 also being in part an easterly line of Meadowbrook Lake Subdivision L. 106, P. 6 and 7 N. 0° 20' 50" W. 1455.00 feet thence N. 89° 39' 10" E. 122.00 feet, thence along a curve to the left, radius 300 feet, chord bearing N. 76° 36' 59" E., chord 135.34 feet, central angle 26° 04' 23", a distance of 136.52 feet, thence N. 63° 34' 47" E., 303.12 feet thence along a curve to the right, radius 300 feet, chord bearing N. 67° 52' 10" E., chord 44.88 feet, central angle 8° 34' 46", a distance of 44.92 feet, thence N. 72° 09' 34" E., 148.25 feet, thence along a curve to the left, radius 240 feet, chord bearing N. 68° 07' 44" E., chord 33.74 feet, central angle 8° 03' 39", a distance of 33.77 feet, thence N. 64° 05' 55" E., 188.98 feet, thence along a curve to the left, radius 300 feet, chord bearing N. 44° 53' 16" E., chord 197.43 feet, central angle 38° 25' 17", a distance of 201.17 feet, thence S. 76° 14' 58" E., 61.32 feet, thence along a curve to the left, radius 100 feet, chord bearing S. 20° 06' 34" W., chord 19.41 feet central angle 11° 08' 08", a distance of 19.44 feet, thence S. 14° 32' 29" W. 179.26 feet, thence along a curve to the left, radius 1080 feet, chord bearing S. 5° 56' 44" W., chord 322.85 feet, central angle 17° 11' 32", a distance of 324.07 feet, thence N. 86° 49' 13" E. 308.89 feet, thence S. 5° 32' 35" E. 363.15 feet, thence along a curve to the left, radius 300 feet, chord bearing S. 18° 30' 18" E., chord 134.58 feet, central angle 25° 55' 25", a distance of 135.74 feet, thence S. 31° 28' 00" E. 178.52 feet, thence along a curve to the right, radius 360 feet, chord bearing S. 16° 25' 32" E., chord 186.85 feet, central angle 30° 04' 56", a distance of 189.01 feet, thence S. 1° 23' 04" E. 557.17 feet to a point on the south line of said Section 25, thence along said south line S. 88° 50' 54" W. 1560.07 feet to the point of beginning. Consisting of 138 lots and containing an area of 52.11 acres.

RECORDED FIRST OF MAY 1970  
32752

STATE OF MICHIGAN

COUNTY OF OAKLAND

Personally came before me this 29th day of September, 1969,  
Edward B. Stulberg, acting with power of attorney granted by James A. Michael and  
Jacqueline Michael, his wife; George J. George and Maye Ellen George, his wife;  
Joseph A. Michaels and Thelma Michaels, his wife; and David T. Zakoor, Jr. and  
Norma T. Zakoor, his wife; and Kathleen Tamer; to me known to be the person who  
executed the foregoing instrument and acknowledged that he executed the same as his  
free act and deed.

My commission expires April 13, 1970



Notary Public Arlene J. Smolen  
Wayne,  
Acting in Oakland County, Michigan

DOCUMENT PREPARED BY:  
MELFORD HARTMAN  
29350 SOUTHFIELD ROAD  
SOUTHFIELD, MICHIGAN 48075

RECORDED RIGHT OF WAY NO. 35225

PROPOSED FUTURE SUBDIVISION  
(Not Platted)

AGREEMENT

THIS AGREEMENT, made this 29th day of September, 19 69,  
between Janet Homes, Inc., A Michigan Corporation, 18610 W. Eight Mile Road,  
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, 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  
Novi, County of Oakland, Michigan, as described in  
Appendix "A", which is attached hereto, and made a part hereof; and

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.

~~There are no overhead lines installed on the property described in said proposed subdivision and all lines installed on the property described in said proposed subdivision shall be installed in accordance with the following conditions, to-wit:~~

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 provide by separate instrument, prior to utility installations, a grant of private easements for public utilities and Declaration of Restrictions acceptable to EDISON and BELL for their underground service.
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 communication lines. Underground sewer lines may cross but may not be installed parallel with electric lines 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 property lot lines before 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 subsequent owners, and which EDISON will maintain, are damaged by acts of negligence on the part of the DEVELOPER, 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. Subsequent owners are defined as those owning the land at the time utility facilities are damaged.

RECORDED RIGHT OF WAY NO. 25985

(52.11)

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. 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 residences, DEVELOPER shall install, at his expense, at least 2 - #2/0 AWG and 1 - #1 AWG aluminum conductors or equivalent copper conductors with RHW-USE insulation or with cross-linked polyethylene insulation. Services to be installed at least 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 undersigned (has) (have) set (its) (their) hand(s) and seal(s) the day and year first above written:

IN THE PRESENCE OF:

Ruth Marcus  
Ruth Marcus

Arlene J. Smolen  
Arlene J. Smolen

JANET HOMES, INC.

BY: [Signature]  
Barton J. Farnore, President

BY: [Signature]  
Gilbert L. Franklin, Vice President

Stephen A. McNamee  
Stephen A. McNamee

Irene C. Kata  
IRENE C. KATA

Karen Guenther  
KAREN GUENTHER

Carol A. Moore  
CAROL A. MOORE

THE DETROIT EDISON COMPANY

BY: [Signature]  
R. G. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

BY: [Signature]  
LILLIAN J. H. CARROLL ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

BY: [Signature]  
Staff Supervisor, Right of Way  
(Authorized signature)

(Please type or print names under signature)

RECORDED RIGHT OF WAY NO. 25232

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this 29th day of September, 1969, before me appeared BARTON J. FENMORE and GILBERT L. FRANKLIN to me personally known, who being by me severally duly sworn, did say that they are respectively PRESIDENT and VICE PRESIDENT of JANET HOMES, 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 BARTON J. FENMORE and GILBERT L. FRANKLIN acknowledged the said instrument to be the free act and deed of the said JANET HOMES, INC.

My commission expires April 13, 1970

  
Notary Public, Arlene J. Smolen

Wayne Acting in Oakland County, Michigan

APPENDIX "A"

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RECORDED RIGHT OF WAY NO. 257235

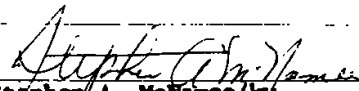


**MEMORANDUM ORDER**  
FOR GENERAL USE  
DE FORM MS 77 12-53

TO Art Lawrence  
Engineering Coordinator Supervisor DATE 10-3-69 TIME \_\_\_\_\_  
19' Second - Room 186  
Re: Underground Service - Heatherbrae Subdivision  
City of Novi, Oakland County

Agreements and Easements obtained by M.E.T.

OK to proceed with construction.

COPIES TO V. J. Andres - 724 G.O. SIGNED   
G. White - Pontiac Service Center Stephen A. McNamee/kv  
REPORT File Staff Attorney  
Law Department

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



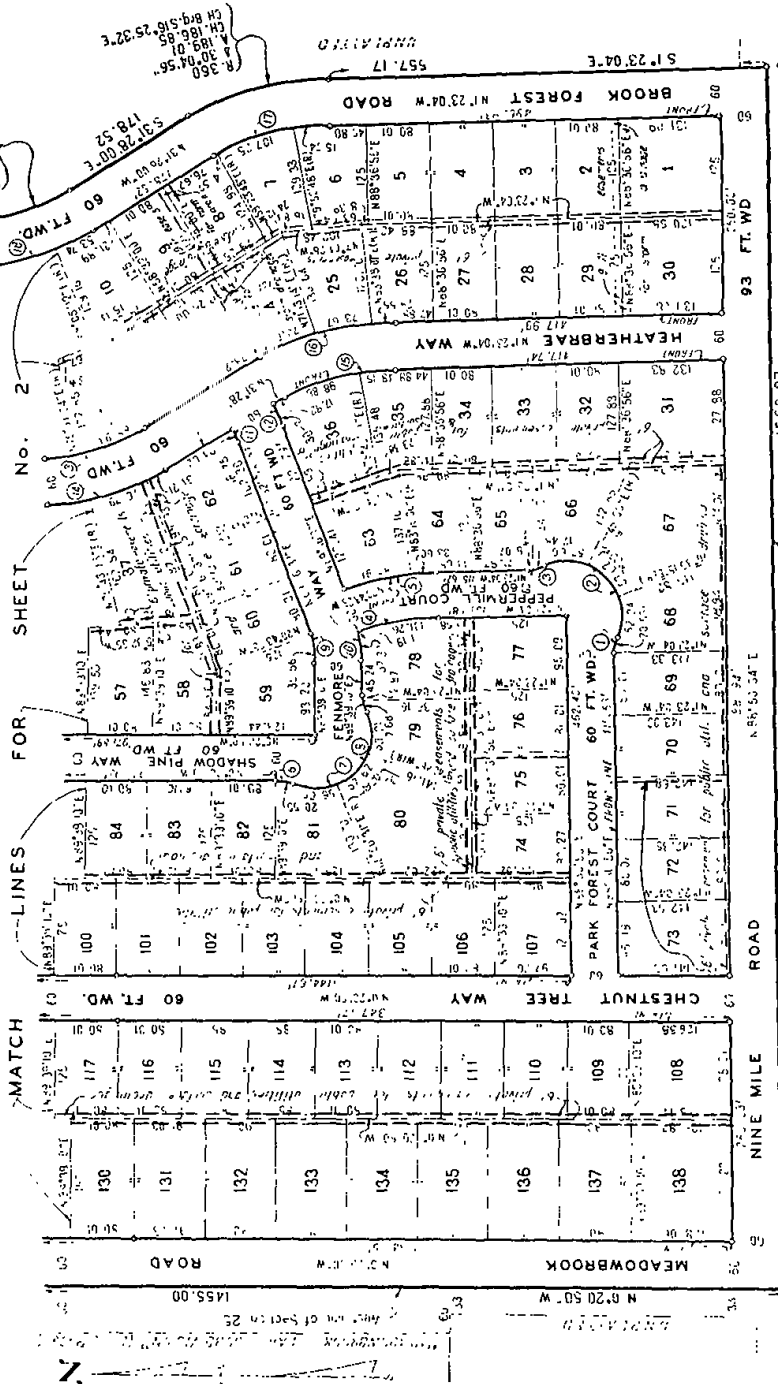
# HEATHERBRAE SUBDIVISION

PART OF THE S. W. 1/4 OF SEC. 25, T. 1 N., R. 8 E.,  
CITY OF NOVI, OAKLAND CO., MICHIGAN

SCALE: ONE INCH = 100 FEET.

"AS PROPOSED"

SHEET 1  
OF  
2 SHEETS



Point of Beginning (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138)

NO.	ACRES	AREA
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106	0.01	0.01
107	0.01	0.01
108	0.01	0.01
109	0.01	0.01
110	0.01	0.01
111	0.01	0.01
112	0.01	0.01
113	0.01	0.01
114	0.01	0.01
115	0.01	0.01
116	0.01	0.01
117	0.01	0.01
118	0.01	0.01
119	0.01	0.01
120	0.01	0.01
121	0.01	0.01
122	0.01	0.01
123	0.01	0.01
124	0.01	0.01
125	0.01	0.01
126	0.01	0.01
127	0.01	0.01
128	0.01	0.01
129	0.01	0.01
130	0.01	0.01
131	0.01	0.01
132	0.01	0.01
133	0.01	0.01
134	0.01	0.01
135	0.01	0.01
136	0.01	0.01
137	0.01	0.01
138	0.01	0.01

Point of Beginning (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138)

Point of Beginning (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138)

LEGEND  
ALL DIMENSIONS ARE SHOWN IN FEET.  
ALL CURVATURE DIMENSIONS ARE IN INCHES UNLESS THE ARC  
ALL BEARINGS ARE IN RELATION TO THE ADJOINING  
MEADOWBROOK LAKE SUBDIVISION L.O.S. P. 69  
THE SYMBOL "O" INDICATES A CONCRETE MOUNTMENT  
ALL LOT MARKERS ARE 1/2" IRON PIPE 18" LONG

RECORDED RIGHT OF WAY NO. 25885