

APARTMENTS

LIBER 5444 PAGE 592

69 8066  
Name of Project: 69 80661

Royal Coachman Apts. Part II Step

(69 68017)

EASEMENT GRANT AND DECLARATION OF RESTRICTIONS

8-11  
21

THE UNDERSIGNED, hereinafter called "GRANTOR(S)", 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 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, 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 land located in the city of Troy, 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 and communication facilities 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 employes, 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.

3. No excavations (except for public utility purposes), no structures, apparatus of any kind and no changes of finished grade shall be allowed within the electric and communication utility easements. No excavations for fences shall be allowed within the said utility easements provided for electric and communication lines in the property described herein. Except as set forth, 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.

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. Grantor(s) or all subsequent owners shall install, own, maintain and replace their single phase electric service conductors. Subsequent owners are defined as those owning the land at time their lines are installed or maintained or replaced.

This easement is re-recorded for the purpose of showing the "as installed" centerlines and widths of easements granted herein as shown on drawing attached hereto.

*James D. [Signature]*

69 NOV 25 PM 10 15

RECORDED  
OAKLAND COUNTY MICHIGAN  
REGISTER OF DEEDS/RECORDS

100  
201

RECORDED RIGHT OF WAY NO. 85329

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. Land contract sellers herein shall have not liability to utilities unless the contract is repossessed and damage to utility lines and equipment occurs while they are the sole owners of said land parcel or parcels.

9. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing of The Detroit Edison Company to show the location of the facilities of the utilities stated herein and easements granted herein shall be limited to six (6') feet in width unless otherwise noted on said drawing.

10. 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.

11. 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.

12. 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 (its) (their) hand(s) and seal(s) on this 15th day of September, 1967.

IN THE PRESENCE OF:

UNIVERSITY HILLS REALTY CO.,  
A Michigan Corporation  
2033 Austin  
Troy, Michigan

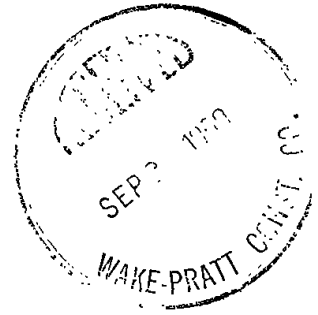
Mary M. Hagne  
Mary M. Hagne  
Maurice Husband  
Nancye Copeland

BY: Edward W. Pratt  
Edward W. Pratt

~~RECORDED  
UNIVERSITY HILLS REALTY CO.  
2033 AUSTIN  
TROY, MICHIGAN  
SEP 15 1967  
9 50  
OFFICE OF CLERK OF RECORDS~~

RECORDED RIGHT OF WAY NO. 25929

25929



August 29, 1969

Wake-Pratt Construction Company  
2033 Austin  
Troy, Michigan 48084

Re: Royal Coachman Apartments Phase II  
Coachman Drive  
City of Troy - 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 \$2,349.00 based on 1740 estimated 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 July 2, 1969. 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 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.

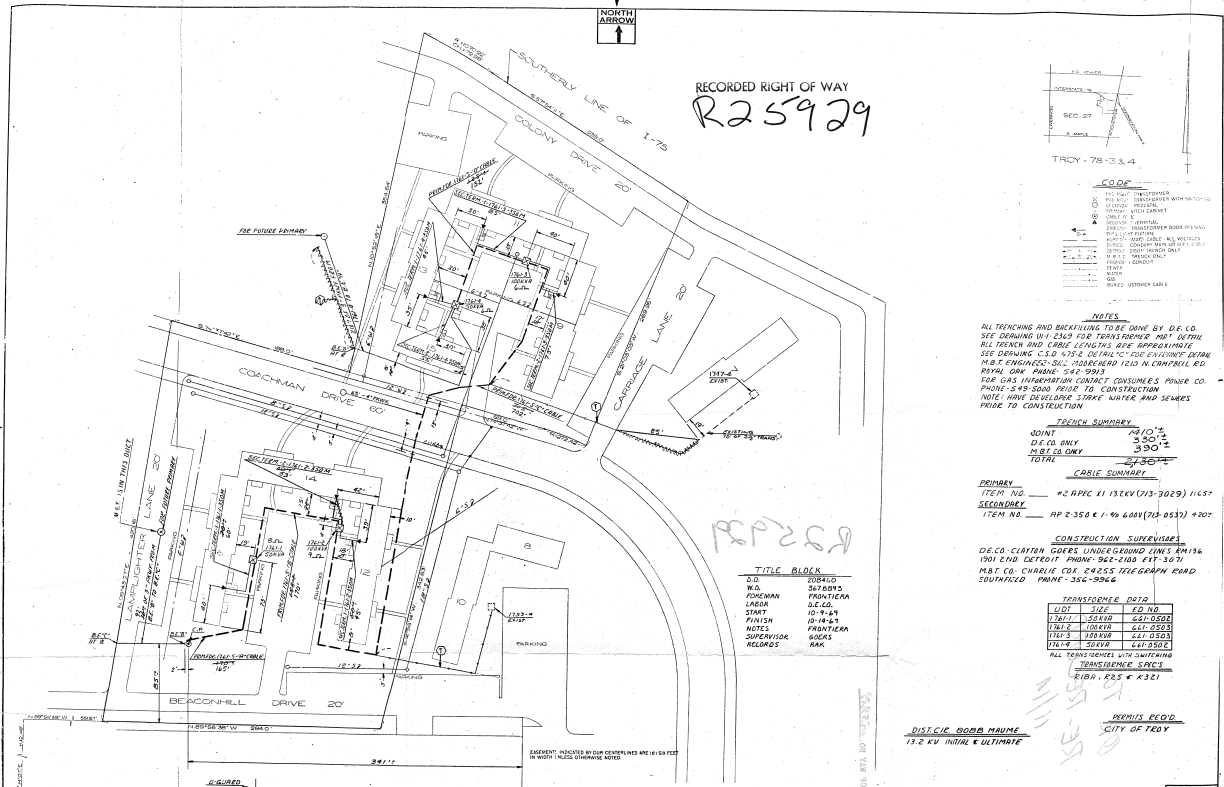
For your convenience, we will bill you on terms of thirty (30) days.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,  
*Donald C. Harris*  
Donald Harris  
Service Planner

ACCEPTED  
*Wake-Pratt Constr. Co.*  
*Edward Pratt*  
Date: 11 Sept 1969

RECORDED RIGHT OF WAY NO. 25929



**CODE**

(Symbol)	12" RIBBON
(Symbol)	6" RIBBON
(Symbol)	4" RIBBON
(Symbol)	3" RIBBON
(Symbol)	2" RIBBON
(Symbol)	1" RIBBON
(Symbol)	1/2" RIBBON
(Symbol)	1/4" RIBBON
(Symbol)	1/8" RIBBON
(Symbol)	3/16" RIBBON
(Symbol)	1/4" RIBBON
(Symbol)	3/8" RIBBON
(Symbol)	1/2" RIBBON
(Symbol)	3/4" RIBBON
(Symbol)	1" RIBBON
(Symbol)	1 1/2" RIBBON
(Symbol)	2" RIBBON
(Symbol)	3" RIBBON
(Symbol)	4" RIBBON
(Symbol)	6" RIBBON
(Symbol)	8" RIBBON
(Symbol)	12" RIBBON

**NOTES**

ALL TRENCHING AND BACKFILLING TO BE DONE BY DE. CO.  
SEE DRAWING 111-2508 FOR TRENCHING AND BACKFILLING  
ALL TRENCH AND CABLE LENGTHS ARE APPROXIMATE  
SEE DRAWING 111-2508 FOR TRENCHING AND BACKFILLING  
M.B.T. ENGINEERS - 3011 WOODWARD 1212 N. CORWELL RD.  
ROYAL OAK, MI 48067-3412  
M.B.T. 483 WASHINGTON CONTACT CONSUMER'S POWER CO.  
PHONE 548-5900 PRIOR TO CONSTRUCTION  
NOTES HAVE DEVELOPED, STORED, WATER AND SEWERS  
PRIOR TO CONSTRUCTION

**TRENCH SUMMARY**

JOINT	250' ±
D.E. CO. ONLY	350' ±
M.B.T. ONLY	350' ±
TOTAL	950' ±

**CABLE SUMMARY**

ITEM NO. 42 APC 11 15KV (113-7029) 1157  
SECONDARY ITEM NO. 40 2-350 E 1-40 600 (712-0557) 4207

**CONSTRUCTION SUPERVISORS**  
DECO CLAYTON GOERS UNDERGROUND LINES 481/36  
1000 ELD. DETROIT - PHONE 866-7108 EXT 3073  
M.B.T. CO. CHARLIE COX 24255 TELEGRAPH ROAD  
SOUTHFIELD MI 48076

**TITLE BLOCK**

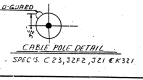
DESIGNED	W.D.
CHECKED	W.D.
FORNMAN	LAGON
LAGON	LAGON
START	10-9-99
FINISH	10-14-01
NOTES	FRONTLIER
SUPERVISOR	ROOSE
RECORDS	RAK

**TRANSFORMER DATA**

TYPE	12KV	15KV
TYPE	12KV	15KV
TYPE	12KV	15KV
TYPE	12KV	15KV

**TRANSFORMER SPEC'S**  
R18A, R25 & R3C1

**PERMITS REQ'D**  
DIST. CO. MAINE  
13.2 KV INITIAL & ULTIMATE  
CITY OF TROY



DIRECT BURIED SYSTEM		M.B.T. JOB NO. 3660		PART I STEP 1	
NO.	DATE	NO.	DATE	NO.	DATE

42 42 42 42 42 42 42 42

COUNTY OF Oakland

On this 15th day of September, 19 69, before me appeared Edward W. Pratt and \_\_\_\_\_

to me personally known, who being by me severally duly sworn, did say that they are respectively President and \_\_\_\_\_

University Hills Realty Co., 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 Edward W. Pratt and \_\_\_\_\_

acknowledged the said instrument to be the free act and deed of the said Edward W. Pratt.

My commission expires Dec. 25, 1972

Mary M Hague  
Notary Public Mary M. Hague

Oakland County, Michigan

"APPENDIX A"

A part of the N.E. 1/4 of Section 27, T2N, R11E, City of Troy, Oakland County, Michigan, more particularly described as: Beginning at a point N. 01° 14' 07" E., 442.48 ft. along the N.-S. 1/4 line of said Section 27, and S. 89° 56' 38" E., 551.67 ft. from the center post of said Section 27; thence N. 08° 43' 27" E., 420.16 ft.; thence S. 74° 37' 42" E., 188.00 ft.; thence N. 10° 52' 18" E., 354.64 ft. to the S'ly line of I-75 Expressway Right of Way; thence along said Right of Way line along a curve to the right, 80.00 ft., said curve having a radius of 1070.92 ft., central angle of 04° 16' 48" and long chord bearing S. 60° 02' 35" E., 79.98 ft.; thence continuing along said Right of Way line S. 57° 54' 11" E., 238.00 ft; thence S. 21° 03' 03" W., 269.95 ft.; thence along a curve to the left 45.0 feet said curve having a radius of 272.42 ft., central angle of 09° 27' 52" and long chord bearing N. 69° 53' 46" W., 44.95 ft.; thence N. 74° 37' 42" W., 86.00 ft.; thence S. 12° 56' 14" W., 342.63 ft.; thence N. 89° 56' 38" W., 284.00 ft. to the point of beginning and containing 4.55 acres.

RECORDED RIGHT OF WAY NO. 25929

Drafted by  
Melford Hartman  
29350 Southfield  
Southfield, 48079

SUBORDINATION OF MORTGAGE LIEN

WHEREAS, the MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, 1365 Cass Avenue, Detroit, Michigan, 48226, has acquired a certain easement right of way, dated September 15, 1969 and recorded in Liber 5444, Page 592, Oakland County Records, on land described as follows:

Royal Coachman Apartments, Part II, Step I, description as shown on appendix "A" which is attached hereto.

Easements are as shown on "as installed" drawing which is attached to said Easement Grant and made a part thereof.

AND WHEREAS, the First Federal Savings and Loan Association of Detroit is the mortgagee of a certain mortgage dated September 26, 1968, and recorded in Liber 5258, Page 491, 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 easement right of way.

IN WITNESS WHEREOF, these presents have been executed on this 21st day of January, 19 70.

WITNESS:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF DETROIT  
A Federal Charter Corporation  
1001 Woodward Avenue  
Detroit, Michigan

Gail LaRochelle  
Gail LaRochelle  
Geraldine Hale  
Geraldine Hale

BY: Jane Moeller  
Jane Moeller, Vice President  
BY: Mary Ann Kowalasky  
Mary Ann Kowalasky, Assistant Cashier

STATE OF MICHIGAN  
COUNTY OF WAYNE

On this 21st day of January, 19 70, before me, the subscriber, a Notary Public in and for said County, appeared Jane Moeller and Mary Ann Kowalasky to me personally known, who being by me severally duly sworn, did say that they are respectively Vice President and Assistant Cashier of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF DETROIT, a Federal Charter Corporation and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Jane Moeller and Mary Ann Kowalasky acknowledged the said instrument to be the free act and deed of the said corporation.

My commission expires: March 11, 1972

Geraldine Hale  
Notary Public Geraldine Hale

Wayne County, Michigan

RECORDED RIGHT OF WAY NO. 25989

APPENDIX "A"

A part of the N. E. 1/4 of Section 27, T2N, R11E, City of Troy, Oakland County, Michigan, more particularly described as: Beginning at a point N. 01° 14' 07" E., 442.48 ft. along the N.-S. 1/4 line of said Section 27, and S. 89° 56' 38" E., 551.67 ft. from the center post of said Section 27; thence N. 08° 43' 27" E., 420.16 ft.; thence S. 74° 37' 42" E., 188.00 ft.; thence N. 10° 52' 18" E., 354.64 ft. to the S'ly line of I-75 Expressway Right of Way; thence along said Right of Way line along a curve to the right, 80.00 ft., said curve having a radius of 1070.92 ft., central angle of 04° 16' 48" and long chord bearing S. 60° 02' 35" E., 79.98 ft.; thence continuing along said Right of Way line S. 57° 54' 11" E., 238.00 ft.; thence S. 21° 03' 03" W., 269.95 ft.; thence along a curve to the left 45.0 feet said curve having a radius of 272.42 ft., central angle of 09° 27' 52" and long chord bearing N. 69° 53' 46" W., 44.95 ft.; thence N. 74° 37' 42" W., 86.00 ft.; thence S. 12° 56' 14" W., 342.63 ft.; thence N. 89° 56' 38" W., 284.00 ft. to the point of beginning and containing 4.55 acres.

RECORDED RIGHT OF WAY NO. 85839

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

TO Art Lawrence 1901 Second Room 186 DATE 9-16-69 TIME \_\_\_\_\_

Re: Underground Service, Royal Coachmen Apartments, Part II, Step 1  
City of Troy, Oakland County

Agreements and Easements obtained by MST. OK to proceed with construction.

COPIES TO V. J. Andros 724 G. O. SIGNED *Keith L. Roach*  
Don Harris, Pontiac Service Center Keith L. Roach:lhd  
REPORT file Staff Attorney, Law Department

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



APARTMENTS

AGREEMENT

THIS AGREEMENT, made this 15 day of September, 1969,  
between UNIVERSITY HILLS REALTY CO., A Michigan Corporation, 2033 Austin,  
Troy, Michigan

hereinafter referred to as "DEVELOPER", and THE DETROIT EDISON COMPANY, a corpora-  
tion 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, 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 Royal  
Coachman Apartments, Part II Step 1 on land in the city of  
Troy, 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 provide, 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 governmental 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 easements shall be considered finished grade.
3. To place survey stakes indicating property lines and building plot lines before trenching to enable the utilities to properly locate their underground facilities and above ground equipment.
4. To install sanitary sewers prior to installation of electric underground lines. Sewer, water and gas lines placed underground may cross but shall not be installed parallel with electric lines 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 provide for trenching at DEVELOPER's expense in accordance with a separate letter agreement between DEVELOPER and EDISON.
6. DEVELOPER assures EDISON and BELL that the backfill shall be free of rubble and clods of hard or frozen dirt and shall not contain material which can damage emplaced lines.
7. To pay all extra costs incurred by utilities if paving is done before cable or conduit crossings are in place.

*July 20, 1969*  
*June 27*  
*12-14-69 (4.55 pl) (copy -*  
*... .. H. H. ... .. 1)*

DOCUMENT PREPARED BY:  
MELFORD HARTMAN  
2437 SOUTHWIND ROAD  
SOUTHFIELD, MICHIGAN 48075

RECORDED PLANS OF WAY NO. 85239

8. 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 at 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 subsequent owners, 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. DEVELOPER or subsequent owners are defined as those developing the land or those owning the land at time damages occur.

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, and 8), their electric and communication facilities in the private easements located in the above described land.

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 the day and year first above written.

IN THE PRESENCE OF:

UNIVERSITY HILLS REALTY CO.

Mary M. Nague

BY: Edward J. [Signature]

Walter C. [Signature]

(Please type or print names under signature)

Stephen A. McNamee  
STEPHEN A. MCNAMEE

THE DETROIT EDISON COMPANY  
BY: [Signature]  
R. Q. DUKE, DIRECTOR  
Properties and Rights of Way Dept.

Irene C. Kata  
IRENE C. KATA

BY: Lillian J. H. Carroll  
LILLIAN J. H. CARROLL ASST. SECRETARY

Karen K. Guenther  
KAREN K. GUENTHER

MICHIGAN BELL TELEPHONE COMPANY  
BY: Carl T. Hall  
Staff Supervisor, Right of Way  
(Authorized signature)

Carol A. Moore  
CAROL A. MOORE

RECORDED RIGHT OF WAY NO. 259229

STATE OF MICHIGAN

COUNTY OF Oakland

On this 15th day of September, 1969, before me appeared Edward W. Pratt and \_\_\_\_\_ to me personally known, who being by me severally duly sworn, did say that they are respectively President and \_\_\_\_\_ of University Hills Realty Co., 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 Edward W. Pratt and \_\_\_\_\_ acknowledged the said instrument to be the free act and deed of the said Edward W. Pratt.

My commission expires Dec. 25, 1972

Mary M. Hague  
 Notary Public Mary M. Hague

Oakland County, Michigan

"APPENDIX A"

A part of the N.E. 1/4 of Section 27, T2N, R11E, City of Troy, Oakland County, Michigan, more particularly described as: Beginning at a point N. 01° 14' 07" E., 442.48 ft. along the N.-S. 1/4 line of said Section 27, and S. 89° 56' 38" E., 551.67 ft. from the center post of said Section 27; thence N. 08° 43' 27" E., 420.16 ft.; thence S. 74° 37' 42" E., 188.00 ft.; thence N. 10° 52' 18" E., 354.64 ft. to the S'ly line of I-75 Expressway Right of Way; thence along said Right of Way line along a curve to the right, 80.00 ft., said curve having a radius of 1070.92 ft., central angle of 04° 16' 48" and long chord bearing S. 60° 02' 35" E., 79.98 ft.; thence continuing along said Right of Way line S. 57° 54' 11" E., 238.00 ft.; thence S. 21° 03' 03" W., 269.95 ft.; thence along a curve to the left 45.0 feet said curve having a radius of 272.42 ft., central angle of 09° 27' 52" and long chord bearing N. 69° 53' 46" W., 44.95 ft.; thence N. 74° 37' 42" W., 86.00 ft.; thence S. 12° 56' 14" W., 342.63 ft.; thence N. 89° 56' 38" W., 284.00 ft. to the point of beginning and containing 4.55 acres.

RECORDED RIGHT OF WAY NO. 25939

STATE OF MICHIGAN )  
                          ) SS  
COUNTY OF WAYNE )

On this 25th day of September, 19 69, 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, Prop. & R/W 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 19 day of September 19 69, before me, the subscriber, a Notary Public in and for said County, appeared \_\_\_\_\_ 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 \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Corporation.

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

Melford Hartman  
Notary Public

\_\_\_\_\_  
County, Mich.

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

RECORDED RIGHT OF WAY NO. 45839