

LIMITED WARRANTY DEED

THIS DEED, made this 22nd day of July, 1959,

by and between THE DETROIT EDISON COMPANY, a New York corporation, Party of the First Part, and the CITY OF BRIGHTON, a Michigan Municipal corporation, of 202 West Main Street, Brighton, Michigan, Party of the Second Part.

W I T N E S S E T H :

That said Party of the First Part, for and in consideration of the sum of One (\$1.00) Dollar, and other valuable considerations, to it in hand paid by the Party of the Second Part, receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remise, released, aliened and confirmed, and by these presents does grant, bargain, sell, remise, release, alien and confirm unto the Party of the Second Part, and to its successors and assigns, forever, all that certain piece or parcel of land situate and being in the City of Brighton, County of Livingston and State of Michigan, known and described as follows, to-wit:

Lot 89, the east half of Lot 88, and the east 22 feet of the west 44 feet of Lot 94 of Smith and McPherson's Addition to the Village (now City) of Brighton, being a part of the east part of the southwest fractional Section 30, Town 2 North, Range 6 East, according to a plat thereof as recorded in Liber 54 of Plats, page 604, Livingston County Records.

Reserving, however, unto The Detroit Edison Company, its successors and assigns, an easement and right of way for the purposes of constructing, operating and maintaining its overhead and underground lines for the transmission and distribution of electricity and Company communication facilities including the necessary poles, fixtures, guys and guy stubs, wires, conduits, cables, manholes and equipment, and also including the right to trim or cut down any trees along said overhead lines which could fall into the lines or interfere in any way with their operation, upon, over, under and across that portion of the aforementioned premises described as:

Westerly 10 feet of the northerly 100 feet of the easterly 1/2 of Lot 88, the westerly 15 feet of the southerly 32 feet of the easterly 1/2 of Lot 88, the southerly 6 feet of the easterly 1/2 of Lot 88, the southerly 6 feet of Lot 89 and the easterly 22 feet of the westerly 44 feet of Lot 94;

Together with the right of ingress and egress thereto and therefrom over the adjoining premises first described above.

And the City of Brighton, for itself, its successors and assigns hereby covenants with The Detroit Edison Company, its successors and assigns, that neither the City of Brighton nor its successors or assigns will ever erect any building upon that portion of the land hereby conveyed which is described as follows:

The East 22 feet of the West 44 feet of Lot 94, Smith and McPherson's Addition to the Village of Brighton.

RECORDED IN BOOK OF PLAT NO. 26134
SOLD REPT. EDISON CO. REC. NO. 1006 Destroyed
APR 27 '73

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of said Party of the First Part, either in Law or Equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

To have and to hold the said premises as above described, with the appurtenances unto the said Party of the Second Part, and to its successors and assigns, forever. Subject always, however, to the reservation and covenants heretofore contained, and also subject to a certain right of way for an eight (8) inch sewer line granted by The Detroit Edison Company to the City of Brighton on November 7, 1938, over the East 22 feet of the West 44 feet of said Lot 94. And the said Party of the First Part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with said Party of the Second Part, its successors and assigns, that it, said Party of the First Part, has not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are or shall or may be charged or encumbered in title, estate or otherwise, except as heretofore stated.

IN WITNESS WHEREOF, The Detroit Edison Company, Party of the First Part, has caused these presents to be signed in its name by C. R. Landrigan, Executive Vice President and Esther Birnbaum, Asst. Secretary and sealed with its corporate seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William Marshall
Gene C. Kato

THE DETROIT EDISON COMPANY


[Signature] Executive Vice President
[Signature] Assistant Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 22nd day of July A.D. 1959, before me, a Notary Public, in and for the County of Wayne appeared C. R. Landrigan

ABSTRACTED FROM RECORD OF WAYNE COUNTY, MICHIGAN, VOL. 103, PAGE 303

and Esther Birnbaum, to me personally known, who being by me duly sworn did say that they are the Executive Vice President and 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 and sealed in behalf of said corporation, by authority of its board of directors and C. R. Landrigan and Esther Birnbaum acknowledged said instrument to be the free act and deed of said corporation.


LILLIAN J. H. CARROLL
 Notary Public, Wayne County, Michigan

My Commission expires August 8, 1961

RECORDED HIGHWAY OR TAX NO. 26184

	APPROVED	DATE
LEGAL	<i>W. H. H. H. H.</i>	7/27/59
PLANT ACCOUNTING	<i>W. H. H. H. H.</i>	7-22-59
BUILDINGS AND PROPERTIES	<i>W. H. H. H. H.</i>	7/27/59
REAL ESTATE AND RIGHTS OF WAY	<i>W. H. H. H. H.</i>	7-22-59

RIGHT OF WAY AGREEMENT

MEMORANDUM OF AGREEMENT made and entered into this 7th day of November, 1958 by and between THE DETROIT EDISON COMPANY, a New York corporation, having its principal Michigan office in the City of Detroit, party of the first part, and the City of BRIGHTON, a Municipal corporation of the State of Michigan, party of the second part;

W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00) paid to the party of the first part by party of the second part and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Party of the first part hereby gives and grants to party of the second part the right to lay, maintain and use an eight (8) inch sewer through and under a certain portion of a parcel of land owned by party of the first part described as the East twenty-two (22) feet of the West forty-four (44) feet of Lot No. 94 of Smith and McPherson's Addition to the Village of Brighton (now City of Brighton), being a part of the East part of the Southwest fractional section of Section 30, Town 2 North, Range 6 East, Livingston County, Michigan.

2. The route of the above sewer through the above described land shall be as follows: Extending northerly from Main Street to the north line of the above described property along a line six (6) feet easterly from the west line of said property as more particularly shown on the attached blue print which is by reference made a part of this agreement (said blue print being entitled Brighton, Michigan Municipal Sewerage Treatment Proposed Sewer Across Detroit Edison Property. Ayres, Lewis, Morris & May, Consulting Engineers, Ann Arbor, Michigan. No. R-11281-1).

3. The plan, design and all details of the construction of such sewer, and all the specifications thereof shall be submitted to and approved in writing by construction engineer of the party of the first part before any construction may commence upon such sewer and before any entry is made upon said premises for the purpose of construction thereon.

4. The party of the second part and its agents, employes and servants shall have the right, from time to time, after the construction of said sewer to enter upon said premises described above through and under which said sewer is

Copy for Detroit Edison Co

RECORDED RIGHT OF WAY NO. 56124

to be laid in accordance herewith but in such manner as will not interfere in any way with any use which the party of the first part may then be making of said premises, to open said sewer or any part thereof for the purpose of repairing or renewing same as occasion may require, doing no unnecessary damage to said premises and restoring the property whenever opened up to its previous condition as soon as reasonably possible.

5. In the event and whenever the party of the second part shall abandon the use of the sewer through and under the premises described above, then the rights hereby granted to the party of the second part shall cease and terminate, and the party of the second part shall not have any further right, claim or interest whatsoever in and to said premises or any portion thereof by reason of this agreement, and in such case, second party agrees to remove said sewer and every part thereof if requested by first party and to restore said property as nearly as may be to its original condition. In the event of a partial abandonment of the use of any portion of said sewer, this paragraph shall be applicable to that portion of the premises through and under which the abandoned portion of the sewer lies.

6. The party of the first part may, at any time during or after the construction of the said sewer through and under said premises, make any and all connections thereto which the party of the first part may deem necessary or advisable for the purpose of discharging any and all sewage and drainage which the party of the first part may desire to discharge into the said sewer from any or all of the property now owned or hereafter acquired by the party of the first part adjoining the premises described above through and under which said sewer may be laid, in accordance with the terms hereof. All such connections are to be made at the expense of the party of the first part and in accordance with any reasonable rules and regulations of party of the second part and shall be made in a good, workmanlike manner, and without damaging the said sewer or weakening the structure any more than is necessary in order to make such connections.

7. The party of the second part will be responsible for and pay to said party of the first part any damages occasioned to it by said party of the second part, or its agents, employes or servants, or any contractors, in so laying, repairing, renewing, maintaining or removing said sewer or any part thereof, or by reason of said sewer leaking, breaking or bursting, or that may result from any reason or cause to said party of the first part, or to said

premises in consequence of the granting by the said party of the first part of the aforesaid rights and privileges.

8. The party of the second part will keep the party of the first part indemnified against all actions, claims and demands that may be brought or made against it by reason of anything done by the said party of the second part, its agents, employes or servants, or any contractors, in the exercise or purported exercise of the rights and privileges hereby granted.

9. The party of the second part will keep the sewer and all appurtenances thereof, other than the connections made by the party of the first part thereto, which shall be laid or constructed through and under said premises in good repair and condition, and will so construct said sewer as not to have or permit any seepage or leakage of sewage or sewer gas through or to the surface of said premises, whether from the sewer proper or any of the manholes or appurtenances thereof.

10. Said party of the first part covenants that said party of the second part, upon performing and observing the covenants, agreements and conditions on its part to be performed and observed, may peaceably hold and enjoy the rights and privileges hereby granted without any interruption on the part of the said party of the first part, and the party of the second part shall then and only then, hold and enjoy the said rights and privileges forever, subject to termination as set forth in this agreement, and subject to any rights accrued or to accrue under outstanding mortgages.

11. This agreement shall be binding upon and all references herein to either party shall include the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year here above written.

IN PRESENCE OF:

Ann Fladkey
A. H. Smith

THE DETROIT EDISON COMPANY

By A. Marshall
Vice President
By J. H. Lobb
Asst. Secretary

CITY OF BRIGHTON

By G. E. Pithon
Its City Mayor
And A. J. Neke
Its City Clerk

E. L. Mills
E. L. Mills

REC'D
N. L. F.
[Signature]

RECORDED RIGHT OF WAY NO. 26184

STATE OF MICHIGAN)
County of Wayne } ss.

On this 7th day of November, in the year of our Lord one thousand nine hundred and thirty-eight, before me, a Notary Public in and for said county, appeared A.C. Marshall and J.H. Lobban to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Vice Pres. of Asst. Sec'y, the corporation named in and which executed the within instrument, 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 said A.C. Marshall and J.H. Lobban acknowledged said instrument to be the free act and deed of said corporation.

Thomas L. White Notary Public, Wayne County, Michigan

My commission expires December 16th 1939

STATE OF MICHIGAN)
County of Wayne } ss.

On this 22 day of Nov, in the year of our Lord one thousand nine hundred and thirty-eight, before me, a Notary Public in and for said county, appeared G.E. PITKIN and RE WEEKS to me personally known, who being by me duly sworn, did each for himself say that they are respectively the Mayor and the Clerk of the CITY OF BRIGHTON, the municipal corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said corporation pursuant to a resolution of the Common Council of said municipal corporation duly passed according to the charter of said City and the laws of the State of Michigan, and said G.E. Pitkin and R.E. Weeks acknowledged said instrument to be the free act and deed of said municipal corporation.

R. E. Weeks
Notary Public Wayne County, Michigan

My commission expires Oct 28, 1941

RECORDED ACCOUNT OF VAI NO. 2644



BRIGHTON, MICHIGAN
MUNICIPAL SEWERAGE TREATMENT

PROPOSED SEWER ACROSS
DETROIT EDISON PROPERTY

AYRES, LEWIS, MORRIS & MAY
CONSULTING ENGINEERS
ANN ARBOR, MICHIGAN

SCALE: 1"=20'

AUG 24 1958

R-11261-1

RECORDED RIGHT OF WAY NO.

26124