

PARTIAL RELEASE OF RIGHT OF WAY

THIS INDENTURE, made this 10TH day of OCTOBER, 1985, between THE DETROIT EDISON COMPANY, a Michigan corporation, of 2000 Second Avenue, Detroit, Michigan 48226, hereinafter referred to as "EDISON", and NICHOLAS H. FLETCHER, a single man, STEPHEN F. FLETCHER and ANNLEE FLETCHER, husband and wife, and PETER B. FLETCHER, a single man, hereinafter referred to as "OWNERS," of 302 South Huron Street, Ypsilanti, Michigan.

W I T N E S S E T H :

WHEREAS, on November 5, 1926, EDISON was granted a Right of Way for the purpose of constructing, operating, and maintaining its lines for the transmission and distribution of electric light and power, over, upon, and across premises in the Township of Pittsfield, Washtenaw County, Michigan, described as:

The West half of the Northeast quarter of Section Thirteen (13), Township three (3) South, Range six (6) East.

which Right of Way is recorded in Liber 1, Page 269; and

WHEREAS, on November 15, 1926, EDISON was granted a Right of Way for the purpose of constructing, operating, and maintaining its lines for the transmission and distribution of electric light and power, over, upon, and across premises in the Township of Pittsfield, Washtenaw County, Michigan, described as:

The West 1/2 (W.1/2) of the Southeast 1/4 (S.E.1/4) of Section Thirteen (13) Township Three (3) South, Range Six (6) East.

which Right of Way is recorded in Liber 268, Pages 143-5.

WHEREAS, OWNERS purport to have title to that portion of the above property described as:

All that portion of the following described premises lying West of the West line of the East half of the Northeast quarter of Section 13, Pittsfield Township, Washtenaw County, Michigan, viz: All that part of the Northeast quarter and the East 100 acres of the Northwest quarter of Section 13, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, Michigan, which lies Southerly of a line 150 feet southerly of (measured at right angles) and parallel to a line described as: Beginning at a point on the East line of said Section 13, which is North 01°13'15" West, a distance of 541.32 feet from the East quarter corner of said Section 13; thence North 88°34'15" West, a distance of 4,500 feet to a Point of Ending, reserving therefrom grant to The Detroit Edison Company as recorded in liber

RECORDED RIGHT OF WAY NO. 68799  
SEE ALSO:

SEE ALSO:

RECORDED RIGHT OF WAY NO. 6850

RECORDED  
WASHTENAW COUNTY, MI  
Dec 20 4 27 PM '85  
REGISTRY CLERK/REGISTER

6850

1 of Grants, page 301, Washtenaw County Records, and subject to restrictions and easements of record and visible easements, if any,

ALSO

The East half of the Southwest quarter and the West half of the Southeast quarter of Section 13, Town 3 South, Range 6 East, containing 160 acres more or less, subject to easements and rights-of-way of record and the rights of the public in any high-ways and excepting that portion of the West half of the Southeast quarter of Section 13 Town 3 South, Range 6 East, conveyed to The Edison Illuminating Company of Detroit a Michigan Corporation, by deed dated July 3, 1967 and recorded in the office of the Register of Deeds for Washtenaw County, Michigan, in Liber 1206 of Records on Page 223.

WHEREAS, OWNERS have requested that EDISON partially release the above mentioned Rights of Way as they apply to their property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, EDISON does by these presents and subject to the conditions hereinafter stated, release, quit, claim, and abandon unto OWNERS, their successors, and assigns, all of the rights acquired by EDISON over land to which OWNERS purport to have title, as stated under the aforementioned Right of Way Grant except as it may pertain to a strip of land approximately 63 feet wide over the easterly 63 feet of OWNERS land, said strip extending 45 feet west of the following described line and east to the property line:

A line running in a northerly and southerly direction, across all that part of the East 1/2 of Section 13, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, described as beginning at a point on the South line of Section 13, distant North 86°36'45" West 1346.22 feet from the Southeast corner of said Section 13; thence North 00°05'03" West 116.59 feet; thence North 01°37'54" East 1671.46 feet; thence North 01°30'11" East 874.63 feet to a point on the East and West 1/4 line of Section 13, said point being North 85° 59'25" West 1341.86 feet from the East 1/4 corner of Section 13; thence continuing North 01°30'11" East to the point of ending on the Southerly line of I-94 expressway so called.

RECORDED RIGHT OF WAY NO. 6799

See file

RECORDED RIGHT OF WAY NO. 6852

Notwithstanding the terms and conditions contained in the aforementioned Right of Way Grant, this partial release is granted to, and receipt thereof is acknowledged by, OWNERS upon the express condition that EDISON shall have the right to maintain, operate, repair, relocate, reconstruct, and reconductor its lines within said excepted portion and that no buildings or structures shall be placed within the premises which are excepted from this release, being said 63 foot wide strip of land as described above, without the prior written consent of EDISON. Furthermore, EDISON, shall have the right to trim or cut down any trees within said 63 foot wide strip of land which it deems could fall into its lines or interfere with the operation and maintenance thereof.

EDISON shall also have the right to trim or cut down any trees situated within a strip of land thirty (30) feet wide, on the West side of said 63 foot wide strip of land which in its opinion may interfere with or grow to the point of interfering with the maintenance and operation of its lines and towers constructed or to be constructed within said easement.

Subject to the conditions herein contained in all respects, except as to the extent hereby released, the aforementioned Right of Way Grants, dated November 5, 1926 and November 15, 1926, shall and do remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

In the presence of: THE DETROIT EDISON COMPANY

Diano L. Francisco  
Diano L. Francisco

BY: [Signature]  
R R Tewksbury Director Real Estate and Rights of Way

Janet A. Scullen  
Janet A. Scullen

BY: Elaine M Coffey  
ELAINE M COFFEY  
Assistant Secretary

PETER B. FLETCHER, a single man, on behalf of himself and Attorney in fact for NICHOLAS H. FLETCHER, a single man and STEPHEN F. FLETCHER and ANNLEE FLETCHER, husband and wife.

[Signature]  
James L. Hart

Peter B Fletcher  
Peter B. Fletcher

Vita M. Ciemiorek  
Vita M. Ciemiorek

RECORDED RIGHT OF WAY NO. 6799  
Also: RECORDED RIGHT OF WAY NO. 6850

6850

STATE OF MICHIGAN )  
 )  
COUNTY OF WAYNE )

On this 23rd day of October, 1985, before me the subscriber, a Notary Public in and for said County, appeared R.R. Tewksbury and Elaine M. Godfrey, to me personally known, who being by me duly sworn, did say that they are the Director-RE&RW and Asst. Secretary of THE DETROIT EDISON COMPANY, a Michigan corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and R. R. Tewksbury and Elaine M. Godfrey acknowledged said instrument to be the free act and deed of said corporation.

Janet A. Sullivan  
Notary Public,  
Macomb County, Michigan  
My Commission Expires: 7-31-89  
Acting in Wayne County

STATE OF MICHIGAN )  
 )  
COUNTY OF WASHINGTON )

On this 10<sup>th</sup> day of Oct., 1985, before me the subscriber, a Notary Public in and for said County, appeared PETER B. FLETCHER, a single man, on behalf of himself and as Attorney in fact for NICHOLAS H. FLETCHER, a single man and STEPHEN F. FLETCHER and ANNLEE FLETCHER, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Vita M. Ciemiorek  
Notary Public, Vita M. Ciemiorek  
Washington County, Michigan  
My Commission Expires: April 3, 1989

DRAFTED BY: 6 Return to:  
Thomas P. Beagen  
2000 Second Avenue  
Detroit, Michigan 48226

VITA M. CIEMIOREK, NOTARY PUBLIC  
WASHINGTON CO., STATE OF MICHIGAN  
MY COMMISSION EXPIRES APR. 03, 1989

RECORDED RIGHT OF WAY NO. 6799  
RECORDED RIGHT OF WAY NO. 6850



LIMIT AND DEFINE  
EASEMENT DESCRIPTION

A transmission line easement, running in a northerly and southerly direction, across all that part of the East  $\frac{1}{2}$  of Section 13, Town 3 South, Range 6 East, Pittsfield Township, Washtenaw County, State of Michigan.

Described by it's centerline as: Beginning at a point on the South line of Section 13, distant North 86 deg. 36 min. 45 sec. West 1346.22 feet from the Southeast corner of said Section 13;

thence North 00 deg. 05 min. 03 sec. West 116.59 feet;

thence North 01 deg. 37 min. 54 sec. East 1671.46 feet;

thence North 01 deg. 30 min. 11 sec. East 874.63 feet to a point on the East and West  $\frac{1}{2}$  line of Section 13, said point being North 85 deg. 59 min. 25 sec. West 1341.86 feet from the East  $\frac{1}{2}$  corner of Section 13;

thence continuing North 01 deg. 30 min. 11 sec. East to the point of ending on the Southerly line of I-94 expressway so called.

RECORDED RIGHT OF WAY NO. 67999  
RECORDED RIGHT OF WAY NO. 5352



SHEET 2 OF 2

<p>LOCATION LIMIT &amp; DEFINE PART OF THE EAST <math>\frac{1}{2}</math> OF SECTION 13, TOWN 3 SOUTH, RANGE 6 EAST, PITTSFIELD TOWNSHIP, WASHTENAW CO., MI SUPERIOR-JACKSON R/W</p>	<p><b>Detroit</b> <b>Edison</b></p>	<p>SYSTEM ENGINEERING DEPT. DRAWN BY J.R.M. APPROVED BY <i>S.A. Young</i> DATE OF SURVEY APRIL 11, 1985 DRAWING NO. SE 1244-10</p>
<p>SCALE 1 inch = </p>		

6850

See Index 2024 Page 587  
See Index 1208 Page 356

line of Stockdale; thence south along the said property line to the center line of the highway; thence easterly along the said center line four chains and fifty links; thence south to the place of commencement, being ninety-five acres more or less;

Together with all the rights, hereditaments and appurtenances as well as all other advantages appertaining thereto or derived therefrom.

IN WITNESS WHEREOF I have hereunto set my hand and seal the day and year first above written.

In presence of  
Isabel Lawther  
M. M. Hafer.

Ernest G. Liebold. (L.S.)

State of Michigan )  
County of Wayne ) SS

On this 8th day of December, one thousand nine hundred and twenty-six, before me a notary public, personally appeared Ernest G. Liebold to me known to be the same person described in, and who executed the foregoing assignment of contract and acknowledged the same to be his free act and deed.

(Notarial Seal)

Isabel Lawther  
Notary public, Wayne county, Mich.  
My commission expires Sept. 24 1930.

SS This certifies that I have ascertained the amount now secured by the foregoing mortgage to be 10,200.00 dollars, and have computed the tax due on 51.00 dollars, and that the amount

Mabel E. Blum County Treasurer

Easement.

Max N. Freedman, et al

Register's Office, ) Received for record, the  
(ss. 10th day of December A.D.  
Washtenaw county. ) 1926 at 1:45 o'clock P.M.  
and recorded in Liber 268 of Deeds  
on page 143.

- to -

Detroit Edison Company.

John S. Cummings, Register of Deeds.  
Deputy.

In consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, we, the undersigned, hereby grant permission to the Detroit Edison Company, its successors and assigns, to construct, operate and maintain, during its corporate life, its lines for electric light and power, including the necessary towers, fixtures wires and equipment; and including also the right to cut or trim any trees along said lines which would fall or threaten to fall into the wires, upon, over and across the property located in Pittsfield township, Washtenaw county, State of Michigan, and described as follows:

The West 1/2 (W. 1/2) of the Southeast 1/4 (S.E. 1/4) of Section Thirteen (13) Township Three (3) South Range Six (6) East.

The route of the lines shall be along, west of, and immediately adjacent to the east line of said land. The company shall reimburse the undersigned or their assigns, for all damage to growing crops, buildings or fences caused by its men, teams and trucks in entering upon said property for the purpose set forth herein.

It is understood and agreed between the parties hereto that under this agreement the Detroit Edison Company shall construct no more than four towers, each tower to occupy a parcel of ground not exceeding in size 22 feet square. No concrete footings are to be constructed. All lines are to be suspended from the tops of said towers and no other equipment, except said four towers, shall stand upon the ground above described. Said towers shall be built immediately adjacent to the East line of said premises and the location of said towers along said East line shall be as follows: one tower shall be approximately 360 feet south of the south line of the Michigan Road, as widened, to 100 feet; one tower shall be not less than 175 feet north of the north line of said Michigan Road as widened; one tower shall be approximately 850 feet north of said last mentioned tower; and the fourth tower shall be approximately 850 feet north of said third mentioned tower.

It is further mutually covenanted and agreed, said covenant to run with the land, that in the event said land shall be platted during the life of this contract, upon notice in writing to the undersigned and within 90 days after service of such notice upon the Detroit Edison Company, it will, at its own cost and expense, change the location of such towers, or any of them, in such a manner that the same shall be situated in or adjacent to the nearest alley, the precise location to be approved by the grantors herein or their assigns.

The said Detroit Edison Company agrees to pay the undersigned the compensation for said towers before any towers are erected.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, this 15th day of November, 1926.

Executed in Presence of:  
Ruth Hess  
Paul J. Wuselberg

G. B. Hayes ) As to  
Sarah Campbell  
T. L. Hinks

Max N. Freedman  
Lillian S. Freedman  
Joseph Wiesman  
Dora Wiesman  
Maurice Klein  
Ruth Fink Klein  
Sarah Campbell

Accepted:

DETROIT EDISON COMPANY  
By A. C. Marshall  
Vice President.

State of Michigan )  
County of W a y n e ) (ss.

On this 15th day of November, 1926, before me, a notary public in and for said county, personally appeared Joseph Wiesman and Dora Wiesman, his wife, Max N. Freedman and Lillian S. Freedman, his wife, Maurice Klein and Ruth Klein, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same to be their free act and deed,

Ruth Hess  
Notary Public, Wayne County, Michigan.  
My commission expires : Nov. 21-1927.

State of Michigan )  
County of Washtenaw ) (ss.

On this 24th day of November, A.D. 1926, before me, the undersigned, a notary public in and for said county, personally appeared Sarah Campbell known to me to be the person who executed the foregoing instrument, and acknowledged the same to be her free act and deed.

Glenn B. Hayes  
Notary Public, Wayne county, Michigan.  
Acting in Washtenaw Co.  
My commission expires May 22, 1927.

A s s i g n m e n t of Land Contracts.

Lincoln Realty Company,  
- to -  
Horseshoe Lake Development Co.

Register's Office, )  
(ss. )  
Washtenaw county. )

Received for record, the 13th day of December A.D. 1926 at 2:45 o'clock P.M. and recorded in Liber 268 of Deeds on page 144.  
John S. Cummings, Register of Deeds.  
*John S. Cummings* Deputy

Horseshoe Lake Development Co. Inc.  
1001 Hofman Building  
2539 Woodward Ave.  
Detroit, Mich.

ASSIGNMENT OF LAND CONTRACTS.

We, the Lincoln Realty Company, co-partnership, composed of Hyman Altman, Solomon Elkind, and Solomon Lubin, having sold for good and sufficient value our entire right, title and interest in all land contracts receivable to the Horse Shoe Lake Development Company, a Michigan corporation, do hereby acknowledge payment in full for same an assignment of all our interest in any contract which the Lincoln Realty Company, a co-partnership now has or may acquire.

Signed:-  
Hyman Altman,  
Solomon Lubin  
Sol Elkind.

State of Michigan,  
County of Wayne.

On this 14th day of August, 1924., before me, a notary public in and for said county, personally appeared Hyman Altman known to me to be on of the persons who executed the foregoing assignment of contracts, and acknowledged the same to be their free act and deed.

Marion R. Cooper  
Notary Public, Wayne Co. Mich.  
My commission expires March 20, 1926.