

107318577

Land Contract # 79016

Sale Item Control Project Parcel M-718-N 1C 63022 63-29 C-133 Part C

MDOT 2412A (1/84)

88199508

DEED OF MICHIGAN DEPARTMENT OF TRANSPORTATION

This Indenture, Made this 14th day of November A.D., 19 88.

Between the Michigan Department of Transportation whose address is Lansing, Michigan, first party, and Detroit Edison Company, a Michigan-New York Corporation, 2000

Second Avenue, Detroit, Michigan 48226

second party,

Witnesseth, That first party, for and in consideration of the sum of

Three Hundred Thirty Thousand Dollars and no/100 (\$330,000.00) Dollars, receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, release, re-lease, alien and confirm unto second party, and the heirs and/or successors and assigns thereof, forever, the certain parcel of land described as:

All that part of the Southwest Quarter (SW 1/4) of Section 14, T1N, R8E, City of Novi, Oakland County, Michigan, described as:

Beginning at a point on the North and South Quarter (N & S 1/4) line of said Section 14 which is South 02° 16' 35" East, 221.61 feet from the Center Quarter (C 1/4) post of said Section 14; thence South 87° 43' 25" West, 500.00 feet; thence South 02° 16' 31" East, 250.00 feet; thence South 85° 50' 29" East, 503.18 feet; thence North 02° 16' 35" West, 306.39 feet to the point of beginning.

SP 22-14-306-004-plg

No representations or warranties are made to fluid mineral and gas rights by the Michigan Department of Transportation.

AK36 REG/DEEDS PRD 0001 DEC-29-88 08:52PM 1331 MISC 7.00

083113

DAVE AND COUNTY TREASURERS CERTIFICATE... I, the Clerk of the County, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office...

1.00 P. High School 7.00 12-28-88 +1.00

This conveyance is given subject to the following conditions and covenants, which covenants shall be construed as covenants running with the land, and shall be binding upon the second party named herein and the heirs and/or successors and assigns thereof:

- 1. No junk yard, automobile salvage or automobile graveyard, garbage dump, or sanitary fill shall be maintained on any part of the described premises within 1,000 feet from an interstate or a primary highway, except as provided in Act 219, P. A. of 1966, as amended.
2. Subject to all easements of record and the right to maintain any public utility facilities existing on, under or over the lands herein described, together with the right of the owners of said facilities to go upon the land for the purpose of maintaining said facilities.

DEC 27 1988

EXEMPT... (faded text)

UNAPPROVED

3. That all water run-off and drainage from the abutting highway right-of-way shall be allowed a free and uninterrupted flow over the above-described parcel of land, and second party shall not change the physical condition of the above-described parcel of land so as to impede the free flow of water run-off and drainage from the abutting highway right-of-way.

AD ID CO

Together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining; to have and to hold the said premises, as hereby described, with the appurtenances, unto second party, and to the heirs and/or successors and assigns thereof forever, and first party, for itself and its successors in office, does covenant, grant, bargain and agree to and with second party, that it has not heretofore done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is or shall or may be charged or encumbered in title, estate or otherwise howsoever; and that first party will warrant and defend the said granted premises, with the appurtenances, unto second party, the heirs and/or successors and assigns thereof, against the lawful claims and demands of all persons claiming by, from or under the first party but against no other person.

In Witness Whereof, First party has hereto set its hand and seal the day and year first above written.

Signed and delivered in presence of:

Michigan Department of Transportation

Patricia L. Burns
Patricia L. Burns

by W. J. MacCreery
W. J. MacCreery, Deputy Director

Kristie K. Cheadle
Kristie K. Cheadle

STATE OF MICHIGAN }
COUNTY OF INGHAM } ss.

FORM
CFK
APPROVED

On this 14th day of November, A.D. 19 88, before me personally appeared

W. J. MacCreery to me known to be the same person who executed the within instrument, and who being duly sworn by me, did say that he is the Deputy Director of the Michigan Department of Transportation, and who acknowledged the above conveyance to be his free act and deed and the free act and deed of the Michigan Department of Transportation.

Patricia L. Burns
Patricia L. Burns

Notary Public Ingham County, Michigan

Acting in Ingham County, Michigan,

My commission expires March 21, 19 88,

DRAFTED BY: Joyann Kline

Return to: Thomas P. Bergen
2000 2nd Ave
Detroit, MI 48226

BUSINESS ADDRESS:
Michigan Department of Transportation
P.O. Box 30050
Lansing, Michigan 48

MDOT 2411A-R (3/84)