

P115-A

LIMITED WARRANTY DEED

THIS INDENTURE, made this 8th day of October, 1973, between THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, whose address is 2000 Second Avenue, Detroit, Michigan 48226, party of the first part, and MICHIGAN STATE HIGHWAY COMMISSION and to its successors and assigns, whose address is State Highway Building, Post Office Drawer K, Lansing, Michigan 48904, party of the second part.

W I T N E S S E T H

That the said party of the first part, for and in consideration of Five Thousand Four Hundred and no/100 (\$5,400.00) Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, and covenants that it has not heretofore done, committed or suffered to be done or committed any act or omission whereby the premises hereby granted, or any part thereof, is or may be charged or encumbered in title, estate or otherwise whatsoever, does by these presents grant, bargain, sell, remise, release unto the said party of the second part, and to its successors and assigns, Forever, the following described parcel of land being situated in the City of Novi, County of Oakland, Michigan;

Part of the Southeast 1/4 of Section 14; Town 1 North, Range 8 East; City of Novi, Oakland County; Michigan. Described as: Beginning at a point on the East Line of Section 14, (Meadowbrook Road), distant South 03°06'50" East, 659.99 feet from the East 1/4 Corner of said Section 14; thence South 03°06'50" East, 504.99 feet to a point on the Northerly line of Interstate 96; thence North 83°29'50" West, 101.43 feet to a point; thence North 03°06'50" West, 220.10 feet to a point; thence North 02°35'48" East, 269.63 feet to a point; thence North 87°09'37" East, 73.17 feet to the Point of Beginning. Containing 1.058 acres of land.

Subject to the zoning ordinance of the City of Novi and Easements of record, if any.

Excepting and Reserving to the first party, its successors and assigns, Forever, the easement and right to construct, reconstruct, add to, modify, repair, operate and maintain electric lines consisting of towers, pole structures, or poles for each of the several electric transmission lines now or hereafter located on said land, together with wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, along, over, under and across the premises herein conveyed, provided said towers, pole structures or poles and appurtenances are set in such locations as not to interfere with the roadway of subject highway.

First party further reserves the right to trim, cut, remove, or otherwise control any vegetation or other forest products, now or hereafter growing upon the land herein conveyed, which in the opinion of said party of the first part may interfere or threaten to interfere with the construction and operation of electric and communication lines of the first party.

Party of the first part agrees that any construction on the premises herein conveyed, including the disposal of excavated material and backfilling of such excavations, and any tunneling for underground electric facilities under the highway constructed on or to be constructed thereon shall be done in accordance with applicable specifications of the Michigan Department of State Highways and that all limbs, logs, stumps and litter resulting from the trimming or removal of trees on said land shall be disposed of in a manner acceptable to the District Forester, Michigan Department of State Highway.

Party of the first part further agrees, as to its facilities and activity, to keep clear at all times without impairment of any type except as otherwise permitted by the Michigan Department of State Highways, the roadway of the highway constructed on or to be constructed upon the land herein conveyed. Temporary structures or excavations for the construction, repair and maintenance of electric facilities may be placed on the land herein conveyed outside of said roadway subject to the reasonable control of the Michigan Department of State Highways.

Prior to the commencement of construction, repair or maintenance of any facilities on said land, except for routine maintenance and/or inspection, first party shall submit to the Michigan Department of State Highways detailed plans of same for review and approval of the manner in which they relate to the safety of the public on the highway constructed on or to be constructed on said land and to the structural integrity of said highways as well as landscape appearance of the highway roadside.

EXCEPT as provided above, first party, its successors and assigns, shall not have the right of ingress and egress, if any there be, to, from and between the highway on or to be constructed on the lands herein conveyed and the abutting remainder land of first party. In the event subject property becomes landlocked, substitute accessibility for purposes of ingress and egress to construct, repair and maintain said facilities will be provided by party of second part notwithstanding any provisions to the contrary.

II

It is understood and agreed that the second party shall not change the grade of the described premises and/or change the course of the established portion of the highway once first party's electrical and communication facilities have been established or located thereon without first giving reasonable notice to the party of the first part. When requested in writing, party of the first part shall remove its electrical facilities provided second party secures substitute easements and/or rights of way and compensates first party for all costs including materials and labor required for the relocation of its electrical and communication facilities, same to be performed within a reasonable time as first party's scheduling time permits subject to delays due to strikes, acts of God or as a result of any cause or reason beyond the control of the first party.

No vegetation which will interfere with first party's facilities shall be planted by second party or otherwise grown upon the parcel of land herein conveyed within fifty (50') feet of either side of the said electric and communication lines of said party of the first part, as now or hereafter constructed. No buildings or other structures shall be erected thereon without the consent of the party of the first part, its successors or assigns.

III

Except in the case of emergency maintenance and repairs, first party will notify the Michigan Department of State Highways when the work will commence so that second party may have an inspector present while the work is in progress, at second party's own expense.

Anything herein to the contrary notwithstanding, it is understood and agreed that immediate entry may be made to said land as necessary for emergency maintenance and repairs to utility facilities of first party, with notice being given to the Michigan Department of State Highways as promptly as possible.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: TO HAVE AND TO HOLD the said premises unto the said party of the second part, and to its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, Forever.

IN WITNESS WHEREOF, said first party has caused this instrument to be executed in its corporate name and by its duly authorized officers as of the day and year first above written.

In the Presence of:

John A. Haddow
JOHN A. HADDOW
Irene C. Kata
IRENE C. KATA

THE DETROIT EDISON COMPANY
BY: R. W. Lundgren
R. W. LUNDGREN
VICE PRESIDENT
BY: Lillian J. H. Carroll
LILLIAN J. H. CARROLL ASST. SECRETARY

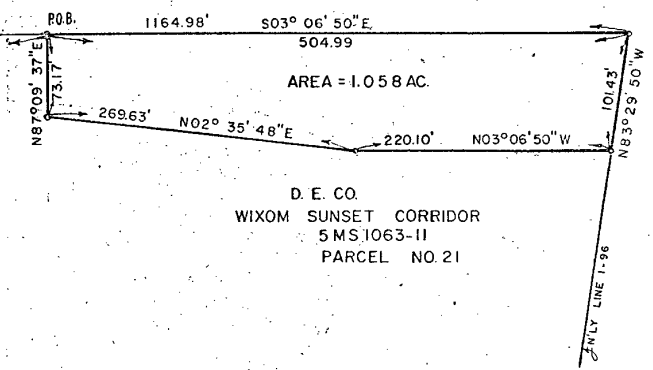
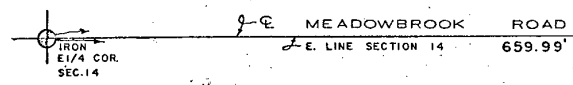
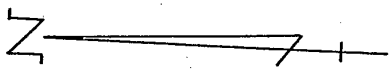
STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

On this 8th day of October, 1973, before me the subscriber, a Notary Public in and for said County, appeared R. W. Lundgren and Lillian J.H. Carroll, to me personally known, who being by me duly sworn did say they are the Vice President 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 said corporation, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and R. W. Lundgren and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said corporation.

Irene C. Kata
IRENE C. KATA
Notary Public, Wayne County, Michigan

My Commission Expires May 14, 1976

PREPARED BY: James J. Daskaloff
2000 Second Avenue
Detroit, Michigan 48226



DESCRIPTION

Part of the Southeast 1/4 of Section 14; Town 1 North, Range 8 East; City of Novi, Oakland County; Michigan.

Described as:

Beginning at a point on the East Line of Section 14, (Meadowbrook Road), distant South 03°06'50" East, 659.99 feet from the East 1/4 Corner of said Section 14; thence South 03°06'50" East, 504.99 feet to a point on the northerly line of Interstate 96; thence North 83°29'50" West, 101.43 feet to a point; thence North 03°06'50" West, 220.10 feet to a point; thence North 02°35'48" East, 269.63 feet to a point; thence North 87°09'37" East, 73.17 feet to the Point of Beginning.

Containing 1.058 acres of land.

D. E. CO.
WIXOM SUNSET CORRIDOR
5MS1063-11
PARCEL NO. 21

LOCATION
PROPERTY SURVEY: PART OF PARCEL NO. 21
PART OF THE SE 1/4 OF SECTION 14, T1N,
R8E, CITY OF NOVI, OAKLAND CO.
WIXOM SUNSET CORRIDOR



SURVEY BY MC. MAHON, 5-70		CHECKED BY <i>G. Flowerday</i>	
BY A J.S.P.	DATE 12-8-72	APP. <i>J.S.P.</i>	DRAWN BY J. S. PAIS, 12-8-72
REVISIONS		ERROR IN CLOSURE LESS THAN 1:10000	SCALE 1"=100'
		THE DETROIT EDISON COMPANY SYSTEM ENGINEERING DEPT.	DRAWING NO. SE1063-21