

THIS INDENTURE, Made this 5th day of July in the year of our Lord one thousand nine hundred thirty-five BETWEEN HURON FARMS COMPANY of the City of Detroit, State of Michigan, a corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part and

Ford Motor Company  
of Ipsworth, Michigan, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to it in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, released, aliened and confirmed, and by these presents does grant, bargain, sell remise, release, alien and confirm unto the said party of the second part, and to its successors and assigns, FOREVER, all those certain pieces or parcels of land situate and being partly in the Village of Milford and partly in the Township of Milford, County of Oakland and State of Michigan, known and described as follows, to-wit:

Parcel I.

A parcel of land in the west half of the west half of Section 10, Town 2 North, Range 7 East, described as follows:

Beginning at a point on the East and West quarter line of Section 10 of said Milford Township, five hundred (500) feet from the West quarter corner and running South twenty-three minutes East (S 0° 23' E) two hundred thirty-two and three-tenths (232.3) feet; thence North eighty-nine degrees, thirty-six minutes East (N 89° 36' E) one hundred thirty-five and six-tenths (135.6) feet; thence South two degrees, five minutes West (S 2° 5' W) eight hundred eighty-five and four-tenths (885.4) feet; thence North eighty-nine degrees, thirty-three minutes East (N. 89° 33' E) six hundred ninety-eight (698) feet; thence North one degree, twelve minutes East (N 1° 12' E) one thousand eight hundred seventy-nine and seven-tenths (1,879.7) feet; thence North eighty-seven degrees, thirty-five minutes West (N 87° 35' W) seven hundred twelve and eight-tenths (712.8) feet; thence South four degrees, forty-three minutes West (S 4° 43' W) one hundred eighty-three and six-tenths (183.6) feet; thence North eighty-two degrees, twenty-six minutes West (N 82° 26' W) sixty-two (62) feet; thence South twenty-nine minutes West (S 29' W) six hundred nineteen and eight-tenths (619.8) feet; thence North eighty-nine degrees, forty-six minutes West (N 89° 46' W) fifty (50) feet to point of beginning and containing thirty-two and two-tenths (32.2) acres of land.

Excepting, however, from the above described parcel of land, a parcel of land conveyed by Frank S. Hubbell and Elizabeth B. Hubbell, his wife, to John Simcock by deed dated April 17, 1916 and recorded in Liber 282 of Deeds on Page 228, Oakland County Records described as follows:

Beginning at a certain stake thirty-three and one-half (33½) rods South of the Northeast corner of the Southwest quarter of the Northwest quarter of Section 10, Town 2 North, Range 7 East, Oakland County, Michigan; thence West forty-three rods (43); thence South to High water mark of Hubbells dam (so-called); thence in an Easterly direction along the water line of said Hubbells dam to the West line of the Village of Milford, Michigan; thence North to the place of beginning.

The above described land is subject, however, to the following rights of way:

Huron Farms Company Copy

Milford  
Dec 10  
W 1/2, W 1/2 of (22-2A)

RECORDED RIGHT OF WAY NO. 28619

(A)

(a) A right of way reserved by John Sinnock and Hulda E. Sinnock in the deed to Frank S. Hubbell dated June 6, 1911 and recorded in Liber 208 of Deeds on Page 630, Oakland County Records over that portion of the lands above described as follows: Commencing at a point two hundred (200) feet north of the southwest corner of said lands above described, running thence north to a point eight hundred eighty-five and four-tenths (885.4) feet north of said southwest corner.

(b) The above lands (Parcel I) are subject to a right of way given by F. S. Hubbell and wife to The Detroit Edison Company dated February 27, 1935 and recorded in Liber 37 of Miscellaneous Records on Page 595, Oakland County Records.

Parcel II.

A parcel of land in the south half of said Section 10, Town 2 North, Range 7 East, described as follows, to-wit:

Commencing in the center of the highway directly West of the Southwest corner of Lot 9, Welles Addition to the Village of Milford; thence up the center of said highway in a northwesterly direction to the North bank of a race cut to carry away the waste water from the pond known as Peters Mill Pond; thence along the North bank of said race and river at high water mark to land now or formerly owned by Mrs. Laura E. Andrews (formerly owned by the heirs of the Luman Fuller Estate); thence South to the center of said river; thence Easterly and thence Southeasterly along the center of said river and on the line of said land now or formerly owned by Laura Andrews to a point where the center of the road running Southwesterly in front of the Peters Mills intersects said Southeast line of land now or formerly owned by Laura Andrews, thence Northeastly along the center of said road running Southwesterly in front of said mill to the place of beginning.

Parcel III.

A parcel of land in the Southeast quarter of Section 10, Town 2 North, Range 7 East, described as follows, to-wit:

Commencing at the quarter post in the East side of Section 10, thence South two (2) chains and twenty (20) links; thence South eighty-eight degrees West (S 88° W) five (5) chains; thence South thirty-two degrees West (S 32° W) four (4) chains and fifty (50) links; thence South seventy-five and one-half degrees West (S 75½° W) eight (8) chains and fifty (50) links; thence North Eighty and one quarter degrees West (N 80¼° W) four (4) chains; thence South sixty-four and one quarter degrees West (S 64¼° W) four (4) chains and fifty (50) links; thence North seventy-six and three-quarters degrees West (N 76¾° W) three (3) chains and fifty (50) links; thence South seventy-one and one-half degrees West (S 71½° W) one (1) chain and fifty (50) links; thence South thirty-seven and one quarter degrees West (S 37¼° W) five (5) chains and thirty-eight (38) links; thence North forty-two degrees West (N 42° W) six (6) chains; thence North seventy-three and one-half degrees East (N 73½° E) three (3) chains and fifty (50) links; thence North sixty-seven degrees East (N 67° E) six (6) chains and seventy (70) links; thence North seventy-nine and one-half degrees East (N 79½° E) six (6) chains and eighty-eight (88) links; thence South seventy and one-half degrees East (S 70½° E) One (1) chain and twenty-four (24) links; thence North eighty-six and three quarters degrees East (N 86¾° E) eight (8) chains; thence North forty-two and one-half degrees East (N 42½° E) five (5) chains and forty (40) links to the quarter line; thence North eighty-nine degrees East (N 89° E) on the quarter line six (6) chains and sixty-two (62) links to the place of beginning and being what is known as the Peters Mill Pond.

Excepting, however, from the above described parcel, so much of said parcel as lies southerly of the northerly line of Lots one to nine, inclusive, of Welles Addition to the Village of Milford, Oakland County, Michigan, according to the recorded plat thereof.

Together with the following Easements and Rights of Way, to-wit:

RECORDED RIGHT OF WAY NO. 28619

(a) An easement for any lawful purpose whatever of ingress and egress from Kensington Road to the bank of the Huron River along the west line of lands conveyed by Frank S. Hubbell and wife to Frank H. Alfred and wife by deed dated September 27, 1915, and recorded in Liber 243 of Deeds on Page 410, Oakland County Records, said easement being the same reserved by Frank S. Hubbell in said deed dated September 27, 1915, subject to right of way as indicated under Parcel I (b).

(b) A free ingress and egress to flowage rights on the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 10, Town 2 North, Range 7 East as conveyed by John Sinnock and wife to Frank S. Hubbell by deed dated April 17, 1916 and recorded in Liber 286 of Deeds on Page 186, Oakland County Records.

(c) A free ingress and egress to a parcel of land and all easements thereon conveyed by Frank S. Hubbell and wife to John Sinnock by deed dated April 17, 1916 and recorded in Liber 282 of Deeds on Page 228, Oakland County Records and described in said deed as follows:

Commencing at a certain stake thirty-three and one-half (33½) rods South of the Northeast corner of the Southwest quarter of the Northwest Quarter of Section 10, Town 2 North, Range 7 East, Oakland County, Michigan; thence West forty-three rods (43), thence South to High water mark of Hubbells dam (so-called); thence in an Easterly direction along the water line of said Hubbells dam to the West line of the Village of Milford, Michigan, thence North to the place of beginning.

(d) A right of ingress and egress suitable for a roadway on lands conveyed by Frank S. Hubbell and wife to Chester Roy Watson by deed dated December 9, 1916 and recorded in Liber 291 of Deeds on Page 20, Oakland County Records and described in said deed as follows:

Commencing at the intersection of Peters Street in said Milford Village with the center section line of Section 10 of Milford Township, Oakland County, State of Michigan, running thence West along said center section line of Section 10 to lands sold by Frank S. Hubbell and wife to F. H. Alfred and wife, running thence South along the East line of said lands so sold to said F. H. Alfred and wife by said Frank S. Hubbell and wife to the Huron River, thence Northeasterly along the bank of said Huron River to said Peters Street, thence Northwesterly along said Peters Street to the place of beginning.

(e) A right of way or easement for teaming purposes over the lands owned by John Sinnock and Hulda R. Sinnock, his wife, on June 6, 1911 South and Southwest of Parcel I above described, commencing about 2 rods south of the south end of the bridge over the Huron River (June 6, 1911) running thence easterly along the crest of the bank of the Huron River to the point where said crest of the bank intersects the South line of the lands described above as Parcel I.

(f) A right of way conveyed by John Sinnock and wife to Frank S. Hubbell by said deed dated June 6, 1911, in Section 10 from a point about 2 rods south of said Huron River Bridge referred to in right of way (e) above to a point 200 feet north of the Southwest corner of said lands described in Parcel I above.

(g) A right of way conveyed by John Sinnock and wife to Frank S. Hubbell by said deed dated June 6, 1911 for disposing of all waste water across lands of John Sinnock and Hulda R. Sinnock, his wife, on the west half of the southwest quarter of Section 10 of the Township of Milford, said right of way to commence about one hundred seventy-five (175) feet north of the Southwest corner of lands above described as Parcel I running thence in a southwesterly direction to a point on said Huron River about one hundred seventy-five (175) feet West of the Southwest corner of said Parcel I.

(h) The right to widen the Huron River for a distance of 20 feet each way from the center line of the bridge, as it existed June 6, 1911, on said Huron River and to a width not to exceed 20 feet of what it was at June 6, 1911 under said bridge as granted to Frank S. Hubbell by John Sinnock and wife by deed dated June 6, 1911.

RECORDED RIGHT OF WAY NO. 28619

(i) All rights to maintain pole lines and electric wires on land in Section 10 as reserved in the deeds from Frank S. Hubbell and wife to William A. Benson and wife dated September 18, 1916 and recorded in Liber 243 of Deeds on Page 504, Oakland County Records; from Frank S. Hubbell and wife to Frank H. Alfred and wife dated September 27, 1915 and recorded in Liber 243 of Deeds on Page 410, Oakland County Records; from Frank S. Hubbell and wife to Chester Roy Watson dated December 9, 1916 and recorded in Liber 291 of Deeds on Page 20, Oakland County Records.

Said first parties do further hereby assign, grant, bargain, sell, release, alien and convey unto second party, its successors and assigns, all and every right of whatsoever nature and description as is now vested in, owned or claimed by first party, to flow any and all lands lying in the Village of Milford, and in Section 10, Town 2 North, Range 7 East, Oakland County, Michigan, to the height and extent that the same are, or would be, flowed by the waters of the Huron River, by raising and maintaining to a height of 902.5 feet above sea level, as established by the U. S. Government Bench Mark in the Village of Milford, the waters of the Mill Pond appurtenant to the power house and dam across the Huron River now located on the lands described as parcel I in this deed, whether said rights, licenses, easements or privileges of flowage hereby conveyed, or any of them, are vested, or claimed by said first party, under, or by way of, grant, reservation or exception in the chain of the recorded title to any of the lands hereby conveyed to the grantee, or in the chain of title to any of the lands subjected to any of the rights, licenses, privileges or easements of flowage hereby conveyed, or are vested in or claimed by said first party by virtue of user, prescription or otherwise.

In addition to the foregoing rights of flowage hereby conveyed, to the grantee, its successors and assigns, said first party does further assign, grant, bargain, sell, release, alien and convey unto said second party, its successors and assigns, any and all other and additional rights, privileges, easements and licenses of whatsoever kind and description as were conveyed by Frank S. Hubbell and Elizabeth B. Hubbell, his wife, to Huron Farms Company by deed dated April 10, 1934 and recorded in Liber 956 of Deeds on Pages 408-13, Oakland County Records.

The lands, easements and flowage rights conveyed to grantee are subject to the rights acquired by the Village of Milford under the provision of the following agreements providing for the construction and maintenance of a sewer from the West line of Main Street Westerly along the Southerly side of Mill Pond to lands owned by Frank H. Alfred lying West of Parcel I above conveyed:

- (a) Agreement between Frank S. Hubbell and Village of Milford dated March 23, 1934.
- (b) Agreement between Frank H. Alfred and Maud B. Alfred, his wife, and Village of Milford dated March 17, 1934.
- (c) Agreement between Adolph Grondin and Justine Grondin, his wife, and Village of Milford dated March 10, 1934.
- (d) Agreement between Ed. E. Nicholson and Iva Nicholson, his wife, and Village of Milford dated March 10, 1934.
- (e) Agreement between Oscar Grondin and Louise L. Grondin, his wife, and Village of Milford dated March 10, 1934.
- (f) Agreement between Dugald McFarlane and Ada McFarlane, his wife, and Village of Milford dated March 10, 1934.
- (g) Agreement between William E. Reed and Bertha M. Reed, his wife, and Village of Milford dated March 10, 1934.
- (h) Agreement between Boyd Nicholson and Village of Milford dated March 10, 1934.

It is the intention in this deed to convey all land, flowage rights and all other rights and privileges which were conveyed by Frank S. Hubbell and Elizabeth B. Hubbell, his wife by said deed dated April 10, 1934 and recorded in Liber 956 of Deeds on Pages 408-13, Oakland County Records.

RECORDED RIGHT OF WAY NO. 288619

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 the 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. 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, the 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 howsoever.

IN WITNESS WHEREOF, the said corporation, party of the first part, has caused these presents to be signed in its name by its Vice President and its \_\_\_\_\_ Secretary, and sealed with its corporate seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

*A. L. F.*  
*300*

*A. L. F.*

*J. K. Barber*

Huron Farms Company

By *Philip Fawcett*  
Vice President

*A. L. F.*  
Secretary

RECORDED HIGH ON MAY NO. 28619

STATE OF MICHIGAN, }  
County of Wayne } SS

On this 5<sup>th</sup> day of July in the  
year of our Lord one thousand nine hundred and thirty-five, before me, a Notary  
Public, in and for the County of Wayne appeared A. D. Spencer  
Secretary to me personally known, who, being by me duly sworn, did say  
that he is the \_\_\_\_\_ Secretary of Pharm 7 Amos Company  
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. D. Spencer  
acknowledged said instrument to be the free act and deed of said corporation.

John L. Kimball  
Notary Public, Wayne County, Michigan

My commission expires May 19 1939

RECORDED RIGHT OF WAY NO. 28619