

UNDERGROUND EASEMENT (RIGHT OF WAY) NO. R-9203674-1TR

On May 26, 1992, for the consideration of system betterment, Grantor grants to Grantee a permanent underground easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

"Grantor" is:

Harold D. Miner and Jeanne M. Miner, husband and wife, Randall L. Burkett and Beth A. Burkett, husband and wife, and Mark Steven Colton and Peggy Lee Colton, husband and wife, 10348 Oak Rd., Millington, Michigan 48746

"Grantee" is:

The Detroit Edison Company, a Michigan corporation, 2000 Second Avenue, Detroit, Michigan 48226

"Grantor's Land" is in Millington Township, Tuscola County, described as:

Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 34, T10N-R8E, thence North 20 rods to the point of beginning; thence 20 rods North; thence 96 rods West; thence 20 rods South; thence 96 rods East to the point of beginning, EXCEPT part of the Southeast 1/4 of Section 34, T10N-R8E, described as beginning at a point on the East section line South 00°37'54" East 801.01 feet from the East 1/4 corner of said Section 34, thence continuing along said line South 00°37'54" East 195.03 feet, thence North 89°57'01" West 223.35 feet; thence North 00°37'54" West 195.03 feet, thence South 89°57'01" East 223.35 feet to the point of beginning, and EXCEPT land deeded to Consumers Power Company, a Michigan Corporation, as recorded in Liber 438, page 873.

The "Right of Way Area" is a part of Grantor's Land and is described as:

Five feet, measured at right angles, on each side of a line described as: Beginning at a utility pole located six feet South of the Northerly property line of Grantor's Land and 480 feet West of the centerline of Oak Rd; thence running in a Northeasterly direction and terminating at a point located 5 feet North of the said Northerly property line.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain underground utility line facilities consisting of poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.
2. **Access:** Grantee has the right of access to and from the Right of Way Area.
3. **Buildings or other Permanent Structures:** No buildings or other permanent structures shall be placed in the Right of Way Area without Grantee's prior written consent.
4. **Excavation:** As required by Public Act 53 of 1974, MISS DIG must be called on 1-800-482-7171 before anyone excavates in the Right of Way Area.
5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots in the Right of Way Area (or that could grow into the Right of Way Area) and remove structures and fences in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities. No trees, plant life, structures and fences shall be planted, grown or installed within 8 feet of the front door and within 2 feet of the other sides of transformers and switching cabinet enclosures. Grantee shall not be responsible to Grantor for damages to or removal of trees, plant life, structures and fences placed in front of transformer doors.
6. **Restoration:** If Grantee's employees, contractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee shall restore Grantor's Land as nearly as can be to its original condition.
7. **Successors:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

RECORDED RIGHT OF WAY NO. 44713

VIRGINIA H. McLAREN
TUSCOLA COUNTY
REGISTER OF DEEDS

93 JUL 13 PM 1:14

RECEIVED FOR RECORD
LIBER NO. 643 PAGE NO. 1310
FILING NO. 1311

Bob Rogers
Director
7/13/93

Witnesses: (type or print name below signature)

Grantor: (type or print name below signature)

Joseph M. Heilig
JOSEPH M. HEILIG

Tony Adelini
TONY ADELINI

Mark S. Colton
MARK S. COLTON

Peggy L. Colton
PEGGY L. COLTON, HIS WIFE

Randall L. Burkett
RANDALL L. BURKETT

Beth A. Burkett
BETH A. BURKETT, HIS WIFE

Harold D. Miner
HAROLD D. MINER

Jeanne M. Miner
JEANNE M. MINER, HIS WIFE

Acknowledged before me in Lapeer County, Michigan, on MAY 26, 1992 by Harold D. Miner and Jeanne M. Miner, husband and wife, Randall L. Burkett and Beth A. Burkett, husband and wife, and Mark Steven Colton and Peggy Lee Colton, husband and wife.

Notary's Stamp TULIO ADELINI
Notary Public, Lapeer County, MI
My Commission Expires Feb. 6, 1994

Notary's Signature Tulio Adelini
TULIO ADELINI

Prepared by and Return to: Tony Adelini, 1075 Suncrest Dr., Lapeer, Michigan 48446/SEB

RECORDED RIGHT OF WAY NO. 44713

APPROVED AS TO FORM 6/15/93 DATE
LEGAL DEPARTMENT [Signature]

WARRANTY DEED. ACKNOWLEDGMENT BY PERSON.

THE "GOOD" LINE OF LEGAL BLANKS THE REXEL PRESS, INC., FLINT, MICH.

Recorded _____ of _____ of Deeds, Page _____ Register of Deeds

Know all Men by these Presents,

That Merritt C. Root and Bertha I. Root, his wife, Floyd E. Bell and Iva L. Bell, his wife, all of Otisville, Michigan

Convey and Warrant To Harold D. Miner and Jeanne M. Miner, his wife, 6172 Fenwood Road, Mt. Morris, Michigan 48859

the following described premises situated in the Township of Willington County of Tuscola and State of Michigan, to-wit:

Comm. at SE corner of NE 1/4 of SE 1/4 Sec. 24, T 10N, R 23 thence North 20 rods to P.O.B. Thence 20 rods North, thence 96 rods West, thence 20 rods South, thence 96 rods east to point of beginning, containing 12 acres more or less.

MICHIGAN REAL ESTATE TRANSFER TAX Dept. of Taxation NOV-1969 \$2,500.00 \$02.75

for the sum of

69 NOV 3 PM 1 41 WILLIAM J. PROFF REGISTER OF DEEDS TUSCOLA COUNTY, MICH.

Dated this first day of November A.D. 1969

Signed, Sealed and Delivered in Presence of:

Monroe Beckwith (Monroe Beckwith) Merritt C. Root (Merritt C. Root) Bertha I. Root (Bertha I. Root) Floyd E. Bell (Floyd E. Bell) Iva L. Bell (Iva L. Bell)

STATE OF MICHIGAN, County of Genesee

On this first day of November A.D. 1969 before me personally appeared Merritt C. Root and Bertha I. Root his wife, Floyd E. Bell and Iva L. Bell his wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My commission expires Dec. 19, A.D. 1970 Notary Public, Genesee County, Michigan

OFFICE OF TREASURER OF Tuscola COUNTY, MICHIGAN

I hereby certify that there are no Tax Liens or Titles held by the State or any individual against the within description, and all Taxes on same are paid for five years previous to the date of this instrument, as appears by the records in my office.

Edmund Keller - Dep. Tuscola County Treasurer

Prepared by: ROOT REALTY, OTISVILLE, MICH.

RECORDED RIGHT OF WAY NO. 44713

COPY

LAND CONTRACT

THIS CONTRACT, made this 30th day of October, 1990

BETWEEN HAROLD D. MINER and JEANNE M. MINER, husband and wife, of 10348 Oak Road, Millington, Michigan, hereinafter referred to as the "SELLER",

and RANDALL L. BURKETT and BETH A. BURKETT, husband and wife, of Rt. 1 Saddler Road, Chase, Michigan, hereinafter referred to as the "PURCHASER",

WITNESSETH:

1. AGREEMENT: In consideration of the mutual covenants herein contained, to be performed between the respective parties hereto, Seller and Purchaser hereby agree as follows:

2. DESCRIPTION: Seller hereby sells and agrees to convey to Purchaser the following described parcel of land:

Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 34, Town 10 North, Range 8 East, thence North 20 rods to the point of beginning; thence 20 rods North; thence 96 rods West; thence 20 rods South; thence 96 rods East to the point of beginning, except part of the Southeast 1/4 of Section 34, Town 10 North, Range 8 East, described as beginning at a point on the East section line S0°37'54"E., 801.01 feet from the East 1/4 corner of said Section 34, thence continuing along said line S0°37'54"E., 195.03 feet, thence N89°57'01"W., 223.35 feet, thence N0°37'54"W., 195.03 feet, thence S89°57'01"E., 223.35 feet to the point of beginning, and EXCEPT land deeded to Consumers Power Company, a Michigan Corporation, as recorded in Liber 438, page 873.

79-017-034-000-2700

3. TERMS: Purchaser hereby purchases said premises and agrees to pay Seller therefor the sum of SIXTY FIVE THOUSAND (\$65,000.00) DOLLARS, payable SIX THOUSAND, FIVE HUNDRED (\$6,500.00) DOLLARS on delivery of this contract, receipt of which is hereby acknowledged by Seller, and the remaining FIFTY EIGHT THOUSAND, FIVE HUNDRED (\$58,500.00) DOLLARS, with interest on the whole sum that shall from time to time be unpaid at the rate of TEN (10%) PERCENT per annum, payable SIX HUNDRED (\$600.00) DOLLARS or more including interest Thirty (30) Days from the date hereof and SIX HUNDRED (\$600.00) DOLLARS or more including interest on the same day of each and every month thereafter, however the entire principal and interest shall become due and payable FIVE (5) YEARS from the date hereof.

4. POSSESSION: Possession of said premises may be taken by Purchaser on October 29, 1990 and retained for so long as no default is made by Purchaser in any of the terms or conditions hereof.

5. TAXES: Purchaser shall promptly pay, when due, all taxes and assessments of every nature, which shall become a lien on said premises after the date hereof, except 1990 taxes shall be prorated to the date hereof, figured as paid in arrears.

6. INSURANCE: Purchaser shall during the continuance of this contract, keep insured the buildings now on said premises or which shall hereafter be placed thereon, in the names of Purchaser and of Seller to the extent of their respective interests, against loss by fire and windstorm, and Purchaser shall forthwith and at all times during the continuance of this contract furnish Seller with proof of such insurance and of Seller's interest therein, and in the event of loss, the insurance shall be used to repair and rebuild the premises, unless otherwise mutually agreed.

RECEIVED FOR RECORD
LIBER NO. 607 PAGE NO. 463 - 465
FILING NO.

1990 NOV -1 PM 1:28

VIRGINIA M. McLEARN
TUSCOLA COUNTY
REGISTER OF DEEDS

RECORDED RIGHT OF WAY NO. 99-115

44-713

COPY

TUSCOLOA COUNTY TREASURER'S OFFICE I hereby certify that there are no tax liens or titles held by any person on the land or interests therein by individuals on the lands herein described in the within instrument, and that all taxes which by law are required to be returned in this office have been fully paid for the five years preceding the date of said instrument as shown by the records of this office. This certificate does not apply to taxes, if any, now in process of collection by township or city or village collecting officers.

Patricia Curran County Treasurer

LIBER 619 p. 073

LAND CONTRACT

THIS CONTRACT, made this 26th day of November, 1991

BETWEEN RANDALL L. BURKETT and BETH A. BURKETT, husband and wife, of 10348 Oak Rd., Millington, Michigan, hereinafter referred to as the "SELLER",

and MARK STEVEN COLTON and PEGGY LEE COLTON, HUSBAND AND WIFE, of 7084 Donelson Trail, Davison, Michigan, hereinafter referred to as the "PURCHASER",

WITNESSETH:

1. AGREEMENT: In consideration of the mutual covenants herein contained, to be performed between the respective parties hereto, Seller and Purchaser hereby agree as follows:

2. DESCRIPTION: Seller hereby sells and agrees to convey to Purchaser the following described parcel of land:

Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 34, Town 10 North, Range 8 East, thence North 20 rods to the point of beginning; thence 20 rods North; thence 96 rods West; thence 20 rods South; thence 96 rods East to the point of beginning, EXCEPT part of the Southeast 1/4 of Section 34, Town 10 North, Range 8 East, described as beginning at a point on the East Section line S0 deg 37'54"E 801.01 feet from the East 1/4 corner of said Section 34, thence continuing along said line S0 deg 37'54"E 195.03 feet, thence N89 deg 57'01"W 223.35 feet, thence N0 deg 37'54"W 195.03 feet, thence S89 deg 57'01"E 223.35 feet to the point of beginning, and EXCEPT land deeded to Consumers Power Company, a Michigan Corporation, as recorded in Liber 43C, page 873.

19-517-630-000-2766

3. TERMS: Purchaser hereby purchases said premises and agrees to pay Seller therefor the sum of SIXTY FIVE THOUSAND, NINE HUNDRED (\$65,900.00) DOLLARS payable FOUR THOUSAND (\$4,000.00) DOLLARS on delivery of this contract, receipt of which is hereby acknowledged by Seller, and the remaining SIXTY ONE THOUSAND NINE HUNDRED (\$61,900.00) DOLLARS, with interest on the whole sum that shall from time to time be unpaid at the rate of TEN (10%) PERCENT per annum, payable SIX HUNDRED FIFTY (\$650.00) DOLLARS or more including interest Thirty (30) Days from the date hereof and SIX HUNDRED FIFTY (\$650.00) DOLLARS or more including interest on the same day of each and every month thereafter. One (1) principal payment of ONE THOUSAND (\$1,000.00) shall be applied on or before January 30, 1992. The entire principal and interest shall become due and payable October 30, 1995.

4. POSSESSION: Possession of said premises may be taken by Purchaser on this date and retained for so long as no default is made by Purchaser in any of the terms or conditions hereof.

5. TAXES: Purchaser shall promptly pay, when due, all taxes and assessments of every nature, which shall become a lien on said premises after the date hereof, except 1991 taxes shall be prorated to the date hereof, figured as paid in arrears.

6. INSURANCE: Purchaser shall during the continuance of this contract, keep insured the buildings now on said premises or which shall hereafter be placed thereon, in the names of Purchaser and of Seller to the extent of their respective interests, against loss by fire and windstorm, and

RECORDED RIGHT OF WAY NO. 44713

COPY

11/27/91

Purchaser shall forthwith and at all times during the continuance of this contract furnish Seller with proof of such insurance and of Seller's interest therein, and in the event of loss, the insurance shall be used to repair and rebuild the premises, unless otherwise mutually agreed.

7. NON-PAYMENT OF TAXES AND INSURANCE: Should Purchaser fail to pay any tax or assessment when due or to keep said buildings insured, the Seller may pay the same and have the buildings insured and the amounts thus expended shall be a lien on said premises, and may be added to the balance then unpaid thereon, and be due at once and bear interest until paid at the same rate as hereinabove provided.

8. MAINTENANCE OF SECURITY: All buildings, trees or other improvements now on said premises, or hereafter made or placed thereon, shall be a part of the security for the performance of this contract, and Purchaser shall not commit, or suffer any other person to commit, any waste or damage to said premises, or the appurtenances, and shall keep the said premises and all improvements in as good condition as they are now.

9. DEFAULT: Should default be made by the Purchaser in any of the provisions hereof, the Seller may thereafter declare this contract void and forfeited and the said buildings, improvements and all payments made on this contract shall be forfeited to the Seller as rental for the use of the premises and as stipulated damages for failure to perform this contract and the Seller shall be entitled to immediate peaceable possession of said premises, provided however, that a written notice of forfeiture shall be served on Purchaser, as provided by statute giving Purchaser at least Fifteen (15) days to pay any money required to be paid hereunder, or to cure other material breaches of this contract, prior to commencement of proceedings to recover possession of land.

If default is made by Purchaser in any of the provisions hereof and such default continues for a period of Thirty (30) days or more, the Seller may declare all money remaining unpaid under this contract to be immediately due and payable, and Seller may thereafter enforce his rights under this contract by foreclosure.

In the event of default, in addition to any remedies or rights of Seller, Purchaser shall pay to Seller, Seller's actual attorneys' fees and expenses incurred by Seller in enforcement of any rights of Seller hereunder, which sums shall be payable prior to Purchaser's being deemed to have corrected any such default.

10. DELIVERY OF DEED AND PROOF OF TITLE: If the Purchaser shall, in the time and manner above specified, make all payments herein provided for, and shall observe and perform all the conditions and agreement herein made the Seller shall thereupon, by good and sufficient warranty deed, convey the said premises to the Purchaser on the conditions herein agreed upon, and the Seller shall deliver with said deed a policy of title insurance, showing good and marketable title in Seller, provided however, if Seller has furnished title insurance or an abstract of title certified to the approximate date of this contract, then Seller shall not be required to pay for additional title insurance or abstracting.

11. PURCHASERS RIGHT TO ASSIGN: No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the residence address of such Assignee, shall be delivered to Seller. Under no circumstances shall any assignment or conveyance release Purchaser from his obligations under the provisions of this contract unless Seller so releases him in writing. Acceptance by the Seller of part performance from others than Purchaser, shall not be construed as a waiver or release by the Seller of Purchaser from his personal liability for the performance hereof.

12. SELLERS RIGHT TO CONVEY: The Seller reserves the right to convey his interest in the above described land and his conveyance thereof shall not be a cause for rescission.

RECEIVED

RECORDED RIGHT OF WAY NO. 44713

13. **CONDITION OF PROPERTY:** Purchaser agrees that the Seller has made no representations or warranties and makes no representations as to the condition of the premises, the condition of the buildings, appurtenances and fixtures located thereon, and/or the location of the boundaries. Further, Purchaser expressly acknowledges that he has personally examined this property and agrees to accept same in its present "As Is" condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed in the Presence of:

Marlene M. Wilson
Marlene M. Wilson

Randall L. Burkett
RANDALL L. BURKETT, Seller

Janis S. LeClear
Janis S. LeClear

Beth A. Burkett
BETH A. BURKETT, Seller

Mark Steven Colton
MARK STEVEN COLTON, Purchaser

Peggy Lee Colton
PEGGY LEE COLTON, Purchaser

STATE OF MICHIGAN)
COUNTY OF TUSCOLA) ss

The foregoing instrument was acknowledge before me this 26th day of November, 1991, by Randall L. Burkett, Beth A. Burkett, Mark Steven Colton and Peggy Lee Colton, to me known to be the same persons described in and who executed the within instrument, who severally acknowledged the same to be their free act and deed.

Marlene M. Wilson
Marlene M. Wilson, Notary Public
Tuscola County, Michigan
My commission expires: April, 21, 1992

DRAFTED BY:
Marlene M. Wilson, Associate Broker
8110 State Road
Millington, MI 48746

RECORDED RIGHT OF WAY NO. _____

44713

1591 DEC -2 PM 2:07
TUSCOLA COUNTY
RECORDS DEPARTMENT

619
73-25

COPY

REPORT OF PROPERTIES AND RIGHTS C.
WAY DEPARTMENT: R/W SECURED AS
INDICATED ON THIS SKETCH

BY _____
DATE _____
DATE WANTED 9-11-92
DISTRICT _____
FIELDMAN _____

ERMITTS TO:
RECORD CENTER 1
R/W FILES 0
MST 0
ORIGINATOR 1
TOTAL 1



R/W SECURED

MICHAEL C. MURPHY
7678 ARBELA RD W.
MILLINGTON MI 48746

10304

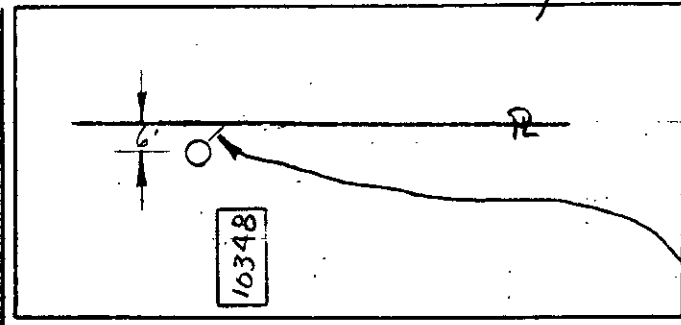
480'

332'

E 1/4 COR
SEC 34

MARK COLTON
10348 OAK RD
MILLINGTON, MI 48746

10348



CENTERLINE OF 10 FOOT WIDE EASEMENT

Note: The easement centerline may vary if field construction problems arise. Therefore, for the as-installed easement centerline call 1-800-482-7171 (Miss Dig).

OMIT 3 POLES

WILLARD RD

SE COR. SEC 34

RECORDED RIGHT OF WAY NO.

44713

LEGEND	
	FOREIGN POLE
	EXIST D.E. CO. POLE
	PROPOSED POLE
	EXIST ANCHOR
	PROPOSED ANCHOR
	TREE
	120/240 VOLT LINE
	4800 VOLT LINE
	13,200 VOLT LINE
	40,000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP MILLINGTON	COUNTY TUSCOLA	QTR. & TWP. SECT. NO. SE 1/4 34	DEPT. ORDER NO.
MAP SECT. 2-220-628	TOWN 10N	RANGE 8E	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
PROJECT NAME MICHAEL MURPHY		TEL. ENG'R & DIST.	R/W NO. R-9203674-1TR
CIRCUIT MILTN 8801 4.8KV			PROJ. OR PART NO.
REASON SERVE 10304 OAK RD			O.F.W. S.O. OR P.E. NO.
PLANNER J.M. HEILIG	SCALE 1" = 200'		BUDGET ITEM NO. 2MCOA-MAC
		DATE 8-19-92	