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LIBER NO. 929 PAGE NO. 604  
Melissa De Vough 606  
REGISTER OF DEEDS  
LAPEER COUNTY, MICHIGAN

**OVERHEAD EASEMENT (RIGHT OF WAY) NO. 153172**

On 11-2-95, 1995, for the consideration of system betterment, Grantor grants to Grantee a permanent overhead easement ("Right of Way") in, on and across a part of Grantor's Land called the "Right of Way Area".

**"Grantor" is:**

Steven J. Thayer and Grace Thayer, husband and wife, 2070 S. Almont St. #184, Imlay City, MI 48444.  
Gerald C. Lauffer, Jr. and Heidi A. Lauffer, husband and wife, 3440 June Rd., Columbiaville, MI 48421

**"Grantee" is:**

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

**"Grantor's Land" is in Marathon Township, Lapeer County, Michigan described as:**

Part of the Southeast 1/4 of Section 14, T9N-R9E, described as beginning at a point on the East section line that is North 771.0 feet from the Southeast corner of Section 14; thence continuing along said East section line, North 335.0 feet; thence North 89°31'11" West 1314.04 feet; thence South 00°11'08" East 335.01 feet; thence South 89°31'11" East 1312.96 feet to the point of beginning.

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

A 12' wide easement as shown on Exhibit "A", which is attached hereto and made a part hereof.

1. **Purpose** The purpose of this Right of Way is to construct, reconstruct, modify, add to, operate and maintain overhead utility line facilities consisting of poles, guys, anchors, wires, 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. **Trees, Bushes, Branches or Roots** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches or roots in the Right of Way Area (or that could grow into the Right of Way Area) that Grantee believes could interfere with the safe and reliable construction, operation and maintenance of Grantee's facilities.
5. **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.
6. **Successors** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors, lessees, licensees and assigns.

LH6LH

**Witnesses:** (type or print name below signature)

Jay L. Kelly  
JAY L. KELLY

**Grantor:** (type or print name below signature)

Steven J. Thayer  
STEVEN J. THAYER  
Grace Thayer  
GRACE THAYER (HIS WIFE)

Mary Janet Kelly  
MARY JANET KELLY

Gerald C. Lauffer Jr.  
GERALD C. LAUFFER, JR.  
Heidi A. Lauffer  
HEIDI A. LAUFFER (HIS WIFE)

1974

ADDITIONAL

1974

center of gravity

STEWART J. THAYER

GEORGE THAYER (HIS WIFE)

GERARD C. LAFRANCE JR

HEIDI A. LAFRANCE (HIS WIFE)

Warr Deed 895 - Liber 373

Acknowledged before me in Lapeer County, Michigan, on NOVEMBER 2, 1995  
by Steven J. Thayer and Grace Thayer, husband and wife.

Notary's Stamp GARY W. KENNEY Notary's Signature Gary W. Kenney  
**GARY W. KENNEY**  
Notary Public, Lapeer County, MI  
My Commission Expires June 23, 1999

Acknowledged before me in Lapeer County, Michigan, on NOVEMBER 2, 1995  
by Gerald C. Lauffer, Jr. and Heidi A. Lauffer, husband and wife.

Notary's Stamp GARY W. KENNEY Notary's Signature Gary W. Kenney  
**GARY W. KENNEY**  
Notary Public, Lapeer County, MI  
My Commission Expires June 23, 1999

Prepared by and Return to: **Betty J. Dean, 1075 Suncrest Drive, Lapeer, MI 48446/jmm**

RECORDED EIGHT OF MAY 1995 47947

This Contract, made this 5<sup>th</sup> day of APRIL, 1995 between Gerald C. Lauffer, Jr. and Heidi A. Lauffer, husband and wife.

(810) 793-4919

Parties

hereinafter referred to as "Seller", whose address is 3440 June Road, Columbiaville, MI 48421

and Steven J. Thayer and Grace Thayer

hereinafter referred to as "Purchaser", whose address is 2070 So. ALMONT ST #184 FAYLAY CITY, MI 48444

Witnesseth:

1. Seller Agrees:

Description of Land

(a) To sell and convey to Purchaser land in the Township of Marathon, County of Lapeer, Michigan, described as:

Part of the Southeast 1/4 of Section 14, T9N-R9E, Marathon Township, Lapeer County, Michigan, described as beginning at a point on the East section line that is North 771.0 feet from the Southeast corner of Section 14, thence continuing along said East section line, North 335.0 feet, thence North 89 degrees 31 minutes 11 seconds West 1314.04 feet, thence South 00 degrees 11 minutes 08 seconds East 335.01 feet, thence South 89 degrees 31 minutes 11 seconds East 1312.96 feet to the point of beginning.

land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting and plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, TV antenna,

now on the land, subject to any applicable building and use restrictions and to any easements affecting the land.

(b) That the full consideration for the sale of the land to Purchaser is: Thirty-two Thousand and 00/100

Terms of Payment

(\$ 32,000.00 ) dollars, of which the sum of Four Thousand and 00/100

(\$ 4,000.00 ) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Twenty-eight Thousand and 00/100

(\$ 28,000.00 ) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of 10 per cent per annum while Purchaser is not in default, and at the rate of 10 per cent per annum, computed upon the balance of the purchase price then unpaid, during the period of any default in payment. Such additional

purchase money and interest is to be paid in monthly installments of TWO HUNDRED FIFTY DOLLARS 00/100

(\$ 250.00 ) dollars each, or more at Purchaser's option, on the 5<sup>th</sup> day of each month, beginning MAY 5, 1995; such payments to be applied first upon interest and the balance on principal. All of the purchase money and interest shall, however, be fully paid within THREE(3) years from the date hereof, anything herein to the contrary notwithstanding.

Seller's Duty to Convey

(c) To execute and deliver to Purchaser or his assigns, upon payment in full of all sums owing hereon, less the amount then owing on any unpaid mortgage or mortgages, and the surrender of the duplicate of this contract, a good and sufficient warranty deed conveying title to the land, subject to abovementioned restrictions and easements and to any then unpaid mortgage or mortgages, but free from all other encumbrances, except such as may be herein set forth or shall have accrued or attached since the date hereof through the acts or omissions of persons other than Seller or his assigns.

Furnishing Evidence of Title

(d) To deliver to Purchaser as evidence of title, at Seller's option, either commitment for title insurance followed by a policy pursuant thereto insuring Purchaser or abstract of title covering the land, furnished by LAWYERS TITLE INSURANCE CORPORATION. The effective date of the policy or certification date of the abstract is to be approximately the date of this contract. Seller shall have the right to retain possession of such evidence of title during the life of this contract but upon demand shall lend it to Purchaser upon the pledging of a reasonable security.

Purchaser's Duties

2. Purchaser Agrees:

(a) To purchase the land and pay Seller the sum aforesaid, with interest thereon as above provided.

Maintenance of Premises

(b) To use, maintain and occupy the land in accordance with any and all building and use restrictions applicable thereto.

(c) To keep the land in accordance with all police, sanitary or other regulations imposed by any governmental authority.

(d) To keep and maintain the land and the buildings in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of Seller's security, without the written consent of Seller.

To Pay Taxes and Keep Premises Insured

(e) To pay all taxes and special assessments hereafter levied on the land before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; and also at all times to keep the buildings now or hereafter on the land insured against loss and damage, in manner and to an amount approved by Seller, and to deliver the policies as issued to Seller with the premiums fully paid.

ENCLOSURE RIGHT OF RECORD 47947

47917

Dower Rights

If the wife of Seller has dower rights in the land, she agrees, by joining in the execution of this contract, to join in executing the deed to be given in fulfillment hereof.

Capacity of Parties

Any individual parties hereto represent themselves to be of full age. Any corporate parties hereto represent themselves to be existing corporations with their charters in full force and effect. Any partnership parties hereto represent themselves to be existing partnerships with their certificates in full force and effect.

Interpretation of Contract

The pronouns and relative words herein used are written in the masculine and singular. If, however, more than one person joins in the execution hereof as Seller or Purchaser, or either party be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, successors and assigns of the respective parties.

Signatures

Signed, sealed and delivered by the parties in duplicate the day and year first above written.

IN PRESENCE OF:

Paul E. Muxlow  
Richard E. Tank  
Paul E. Muxlow  
Richard E. Tank

Gerald C. Lauffer Jr. (L.S.)  
Gerald C. Lauffer, Jr.  
Heidi A. Lauffer (L.S.)  
Heidi A. Lauffer  
Steven J. Thayer (L.S.)  
Steven J. Thayer  
Grace A. Thayer (L.S.)  
Grace Thayer

Individual Acknowledgement

STATE OF MICHIGAN  
COUNTY OF LAPEER

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of APRIL 1995 by GERALD C. LAUFFER, JR AND HEIDI A. LAUFFER, STEVEN J. THAYER AND GRACE THAYER  
My commission expires JUNE 2, 1997

Paul E. Muxlow  
Notary Public LAPEER County, Michigan

Corporate Acknowledgement

STATE OF MICHIGAN  
COUNTY OF

The foregoing instrument was acknowledged before me this

day of 19

- (1) by
(2)
(3) of
(4) a

Corporation on behalf of the said corporation.

My commission expires

Notary Public County, Michigan

Note! Insert at (1) name(s) of officer(s) (2) title(s) of officer(s) (3) name of corporation (4) state of incorporation

Notary Public County, Michigan

Instrument Drafted by:

Business Address:

Ex. D.E.Co. O.H. wires

D.E.Co. to remove  
ex. anchor guy

PARCEL "C"

Prop: D.E.Co. O.H. wires

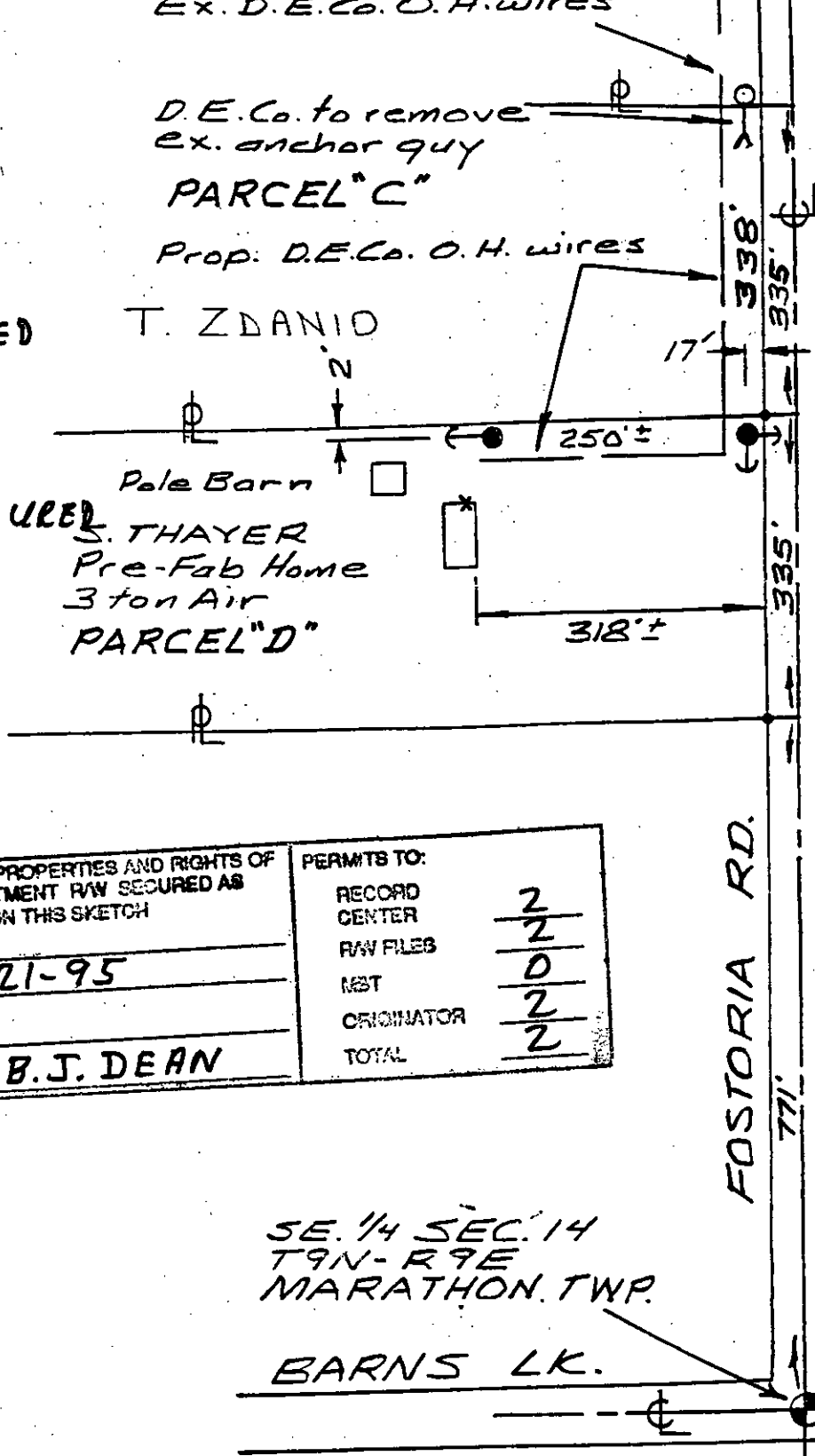
R/W SECURED

T. ZDANIO

R/W SECURED

S. THAYER  
Pre-Fab Home  
3 ton Air  
PARCEL "D"

Pole Barn



REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH		PERMITS TO:	
BY _____		RECORD CENTER	<u>2</u>
DATE <u>11-21-95</u>		RAW FILES	<u>2</u>
DATE WRITTEN _____		MST	<u>0</u>
DISTRICT FIELDMAN <u>B.J. DEAN</u>		ORIGINATOR	<u>2</u>
		TOTAL	<u>2</u>

SE 1/4 SEC. 14  
T9N-R9E  
MARATHON TWP.

BARNES LK.

FOSTORIA RD.

RD.

EXHIBIT "IA"

RECORDED RIGHT OF WAY NO. 47947

<b>Legend</b> ○ 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	<b>The Detroit Edison Company - Service Planning</b>			
	City/Township <b>MARATHON LAPEER</b>	County <b>LAP</b>	Service Center <b>LAP</b>	Comp. Code
	Dept. Order No.			
	Qtr. & Twp. <b>SE 1/4 14</b>	Sect No. <b>14</b>	Town <b>9N</b>	Range <b>9E</b>
	Tel Eng'r & Dist.	Joint R/W Required <input type="checkbox"/> Yes <input type="checkbox"/> No	R/W No. <b>15317/2</b>	
	CATV Memo#	MBT Memo#	Atlas No. <b>9505311</b>	
Circuit	Reason <b>RES. N.B@ FOSTORIA RD.</b>		Budget Item No.	
Planner <b>DICK VANCE</b>	Scale <b>1"=200'</b>	Date <b>10-17-95</b>		