

OVERHEAD EASEMENT (RIGHT OF WAY) NO. 17269/2

On Dec 4, 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:

Kim Sutherby and Sherri Sutherby, husband and wife, 4732 Fifth St., Columbiaville, MI 48421
Paradize Properties, by Robert A. Fabd, Jr., 700 S. Main St., Suite 119, Lapeer, MI 48446

"Grantee" is:

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

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

Part of the West 1/2 of the Southeast 1/4 of Section 30, T9N-R10E, described as beginning at a point on the North-South 1/4 line that is North 00°04'07" West 991.49 feet from the South 1/4 corner of said Section 30; thence continuing North 00°04'07" West 331.50 feet; thence North 89°28'15" East 1331.83 feet; thence along the centerline of Skelton Road, South 331.50 feet; thence South 89°28'15" West 1331.43 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.

48267
ON FILE TO RECORD

RECEIVED FOR RECORD

96 JAN 26 AM 9: 26

LIBER NO. 934 PAGE NO. 20

Melissa De Vaughn 22

REGISTER OF DEEDS
LAPEER COUNTY, MICHIGAN

WD L922-171

Witnesses: (type or print name below signature)

Grantor: (type or print name below signature)

Laura J Ring
Laura J. Ring

Kim Sutherby
Kim Sutherby
Sherri Sutherby
Sherri Sutherby & HIS WIFE

Betty J. Dean
Betty J. DEAN

Robert A. Fabar
Robert A. Fabar for Paradise Properties

Acknowledged before me in Lapeer County, Michigan, on Dec 4th, 1995
by Kim Sutherby and Sherri Sutherby, husband and wife.

Notary's Stamp LAURA J. RING
NOTARY PUBLIC - LAPEER COUNTY, MI
MY COMMISSION EXPIRES 04/01/00

Laura J Ring

Acknowledged before me in Lapeer County, Michigan, on Dec 4th, 1995
by Robert A. Fabar, Jr. for Paradise Properties.

Notary's Stamp BETTY J. DEAN
Notary Public, Lapeer County, MI
My Commission Expires Jan. 9, 1999

Betty J. Dean
Betty J. DEAN

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

RECORDED RIGHT OF WAY NO. 48267

This Contract, made this 15TH day of SEPTEMBER, 1995,
between PARADIZE PROPERTIES

Parties

hereinafter referred to as "Seller", whose address is 700 S. MAIN ST., SUITE 119, LAPEER, MICHIGAN 48446
and KIM SUTHERBY AND SHERRI SUTHERBY, HUSBAND AND WIFE,

hereinafter referred to as "Purchaser", whose address is 4732 FIFTH ST., COLUMBIAVILLE, MICHIGAN 48421

Whereof:

1. Seller Agrees:

Description of Land

(a) To sell and convey to Purchaser land in the TOWNSHIP of DEERFIELD,
County of LAPEER, Michigan, described as:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWN 9 NORTH, RANGE 10 EAST, DEERFIELD TOWNSHIP, LAPEER COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON THE NORTH SOUTH QUARTER LINE THAT IS NORTH 0 DEGREES 4 MINUTES 7 SECONDS WEST 991.49 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 30; THENCE CONTINUING NORTH 0 DEGREES 4 MINUTES 7 SECONDS WEST 331.50 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 15 SECONDS EAST 1331.83 FEET; THENCE ALONG THE CENTERLINE OF SKELTON ROAD, SOUTH 331.50 FEET; THENCE SOUTH 89 DEGREES 28 MINUTES 15 SECONDS WEST 1331.43 FEET TO THE POINT OF BEGINNING.

, hereinafter referred to as "the 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:

Terms of Payment

THIRTY-SIX THOUSAND AND NO/100-----
(\$ 36,000.00) dollars, of which the sum of

SIX THOUSAND AND NO/100-----
(\$ 6,000.00) dollars has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of

THIRTY THOUSAND AND NO/100-----
(\$ 30,000.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of ELEVEN (11%) per cent per annum while Purchaser is not in default, and at the rate of ELEVEN(11%) 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 THREE HUNDRED FIFTY AND NO/100-----
(\$ 350.00) dollars each, or more at Purchaser's option, on the 15TH day of each month, beginning OCTOBER 15, 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 FIVE (5) 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.

48267
RECORDED RIGHT OF WAY NO.

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:

_____ PARADIZE PROPERTIES (L.S.)
 _____ BY: _____ (L.S.)
 _____ ROBERT A. FABA, JR.
 _____ (L.S.)
 _____ KIM SUTHERBY
 _____ (L.S.)
 _____ SHERRI SUTHERBY

Individual Acknowledgement

STATE OF MICHIGAN
COUNTY OF LAPEER

The foregoing instrument was acknowledged before me this 15TH day of SEPTEMBER 19 95
by PARADIZE PROPERTIES, BY ROBERT A. FABA, JR. KIM SUTHERBY SHERRI SUTHERBY

My commission expires _____

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: THOMAS K. BUTTERFIELD

Business Address: 303 W. NEPESSING ST.
LAPEER, MI. 48446

RECORDED RICE OF VAN IS. 48207

RECORDED ON FILE GO LEFT 4601

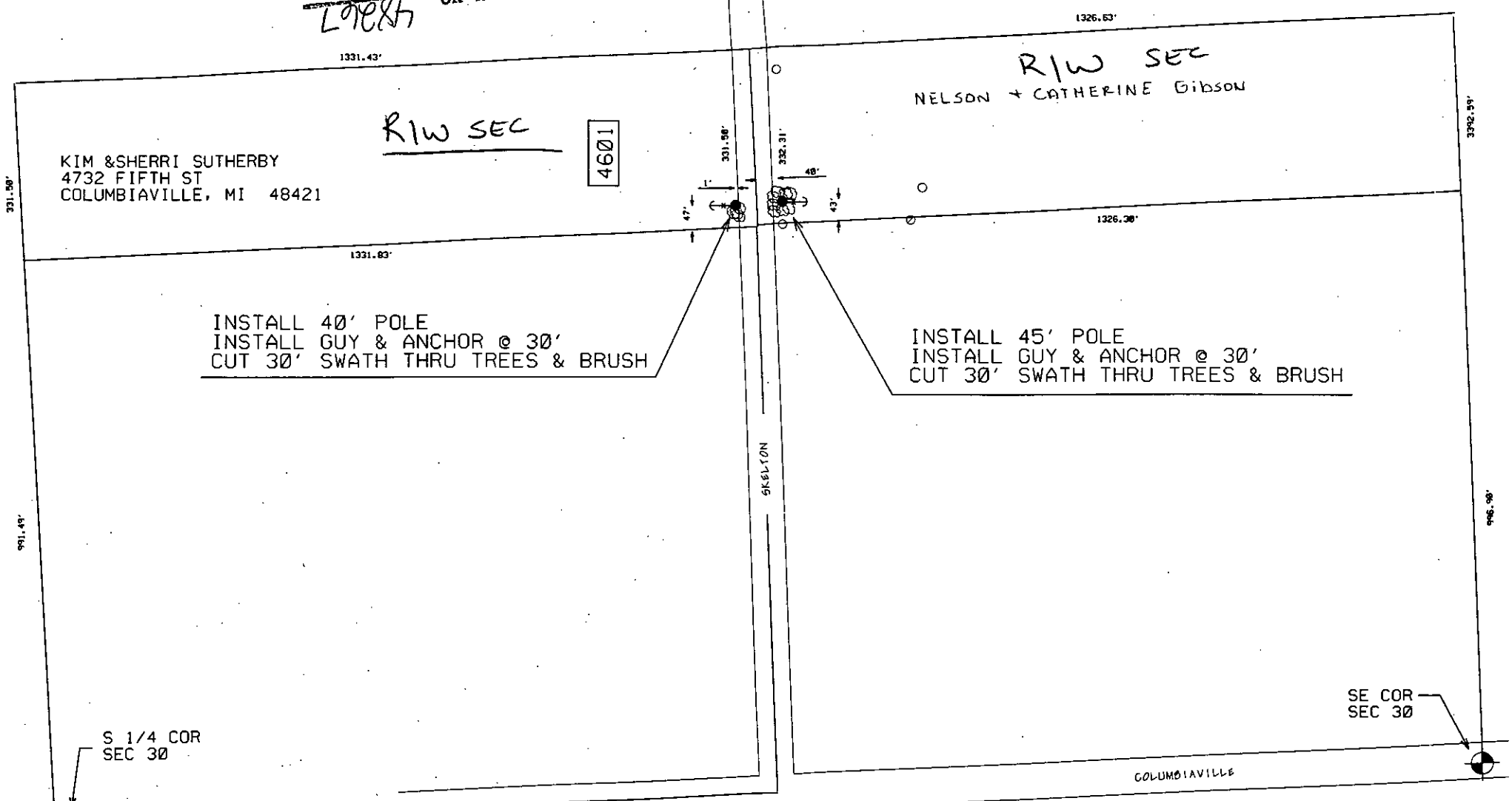


EXHIBIT 'A'

JPL 17269

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH	PERMITS TO:
BY: JEANETTE JONES	RECORD CENTER: <i>[Signature]</i>
DATE: 12-12-95	R/W FILES: <i>[Signature]</i>
DATE WANTED: ASAP	MBT: <i>[Signature]</i>
DISTRICT FIELDMAN: <i>[Signature]</i>	ORIGINATOR: <i>[Signature]</i>
	TOTAL: <i>[Signature]</i>

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TWP. DEERFIELD TWP	COUNTY LAPEER	TWP SEC QTR 30 SE	DEPT. ORDER NO.
MAP SECT. 1-265-606	TOWN RANGE 9N 10E	JOINT R/W REQ'D	R/W NO. R-17269/2
PROJECT NAME SUTHERBY	TEL. ENGR. & DIST.		MBT MEMO#
TOWNSHIP DFD	SERVICE CENTER LAP	COMP. CODE UC	MAILING CITY COL
CIRCUIT D.C. 301 BRSBK	4.8KV		CATV MEMO#
REASON SERVE RESIDENCE @ 4601 SKELTON RD			O.F.W.
PLANNER JEANETTE JONES	SCALE 1" = 200'		BUDGET ITEM NO.
			DATE 10-27-95

MISC D	11.00
ESMT	F0009
REYONT	2.00