

RECORDED R/W FILE NO. 2648

Detroit Edison Underground Easement (Right of Way) No. 281567

On June 13, 2000, 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:

Timothy L. Heaman, a single man
Richard T. Heaman & Theresa Heaman, husband and wife
7559 Ellens Way, Ann Arbor, Michigan 48105

"Grantee" is:

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

"Grantor's Land" is in Lima Township, Washtenaw County, Michigan described as:

SEE ATTACHED LEGAL DESCRIPTION

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

A twelve (12) foot wide easement as indicated on Detroit Edison drawing 281567 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 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 are allowed in the Right of Way Area without Grantee's prior written consent.
- 4. Excavation:** Under 1974 Public Act 53, you must call MISS DIG (1-800-482-7171) before excavating 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 can 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 will 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 will 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 and assigns.

(2) Witnesses: (Type or print name below signature)

X [Signature]
 XV [Signature]
 Mike Callan
 X [Signature]
 DAVE WOJCIAN

Grantor: (Type or print name below signature)

✓ [Signature]
 Timothy L. Heaman
 ✓ [Signature]
 Richard T. Heaman
 ✓ [Signature]
 Theresa Heaman

Acknowledged before me in Wayne County, Michigan, on June 13, 2000,
 BY: Timothy L. Heaman, a single man & Richard T. Heaman & Theresa Heaman, husband and wife.
 KATHLEEN M. ZAPZYCKO
 Notary Public, Wayne County MI
 My Commission Expires Oct. 25, 2002
 Notary's Stamp _____ Notary's Signature [Signature]
 (Notary's name, county, and date commission expires)

Prepared by and Return to: Doreen E. Gay, AASC, The Detroit Edison Company, 982 Broadway, Ann Arbor, MI 48105/djr

62648

PARCEL 'H'

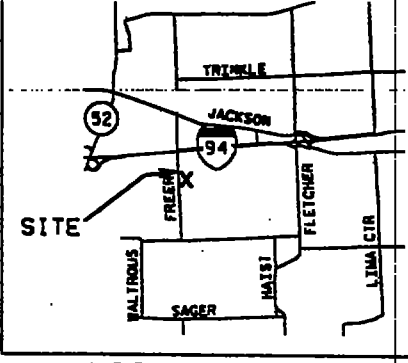
Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road; thence S88°57'30"E 2685.38 feet to a point on the West line of Section 20, T2S, R4E; thence S00°43'30"W 18.69 feet along said West line to the POINT OF BEGINNING; thence N88°35'05"E 1321.83 feet to a point on the East line of the West ½ of the Northwest ¼ of said Section; thence S00°51'10"W 1666.66 feet along said East line to a point on the East and West ¼ line of said Section; thence S89°08'35"W 1317.69 feet along said East and West ¼ line to the West ¼ corner of said Section 20; thence N00°43'30"E 1653.67 feet along said West line to the Point of Beginning. Being a part of the West ½ of the Northwest ¼ of Section 20, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 50.27 acres of land, more or less. Being subject to easements and restrictions of record, if any. Also being subject to and together with an easement for the purposes of ingress and egress and the installation and maintenance of utilities described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 2685.38 feet to a point on the East line of said Section; thence S00°43'30"W 88.56 feet; thence N70°07'25"W 69.87 feet; thence N88°57'30"W 2618.06 feet to a point on the North and South ¼ line of said Section and the centerline of Freer Road; thence N00°24'45"W 66.02 feet along said North and South ¼ line and said centerline to the Point of Beginning.

RECORDED R/W FILE NO.

RFW 281567

HEAMAN

TAX ID:



LOCATION SKETCH

POINT 2.A

IN 42AL
OTHER TRENCH

N 88°35'05" E 1321.83'

APPR 1633'

S 00°43'30" W 1633.67'

97212-24529
EN OF J1796 50 KVA
T.GEV. 240/120V

IN 350AL
OTHER TRENCH



HOUSE

CENTERLINE OF 12 FOOT WIDE EASEMENT
WITH THE BOUNDARY CORNERLINE FOR PART OF FIELD BOUNDARIES
FOR THE 40-DIVISIONS SHOWN ON THE PLAN
DATE: 08/01/00 BY: 1-000-402-7771

PARCEL "H"
OWNERS:
TIMOTHY L. HEAMAN
AND RICHARD T. HEAMAN
7559 ELLENS WAY
ANN ANBOR, MI 48105

S 00°51'10" W 1666.66'

S 89°08'35" W 1317.69'

N 1/4 COR
SECT 20
T25, R4E
WASHTENAW CO

RECORDED R/W FILE NO. **62648**

R/W Description FREER RD - CUSTOMER COMM FEEDER CF J1796		PD 20	SRW 0	PI 0	PLC 0	Canj - Grads 0	R/W Number 281567
Circuit #1 DC 9773 LIMA	Circuit #2	Service Center #1 Ann Arbor	Service Center #2 Covington	CDW 32	COS 0	CAC 0	CUT 0
Municipality Lima Twp.		Municipality Lima Twp.		Municipality Washtenaw County			
Town Lima	Range 3E	Section 20	Quarter NW	Planner Name Laurie, Patrick W	Created Date 06/01/00	Scale 1" = 200'	Plot Date 8/1/2000

ACORD CERTIFICATE OF LIABILITY INSURANCE

ESR PW
CORRE-1

DATE (MM/DD/YY)
06/15/00

PRODUCER
Caviston Agency, Inc.
864 S Main St.
Plymouth MI 48170
Phone: 734-455-8120 Fax: 734-455-6144

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Current Electrical Systems
3700 Plaza Dr Suite 1
Ann Arbor MI 48108

INSURER A: Lake States Insurance Company
INSURER B: Michigan State Accident Fund
INSURER C:
INSURER D:
INSURER E:

62648

COVERAGES

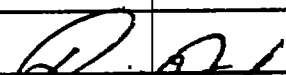
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

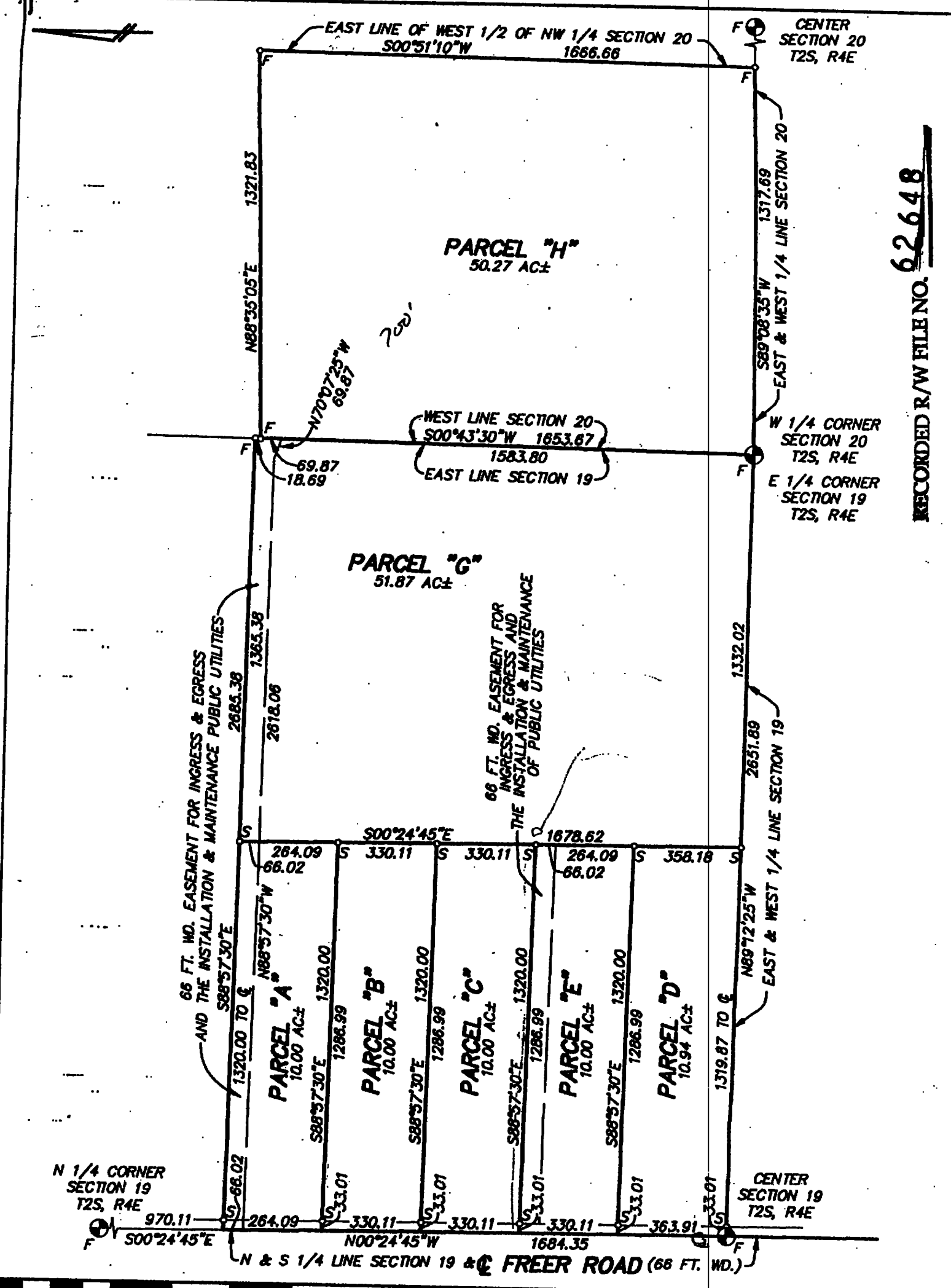
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LS582900729-8	07/21/99	07/21/00	EACH OCCURRENCE	\$ 1,000,000.
				FIRE DAMAGE (Any one fire)	\$ 100,000.
				MED EXP (Any one person)	\$ 5,000.
				PERSONAL & ADV INJURY	\$ 1,000,000.
				GENERAL AGGREGATE	\$ 2,000,000.
				PRODUCTS - COMP/OP AGG	\$ 2,000,000.
				XCU	INCLUDED
A AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	LS582900729-9	07/21/99	07/21/00	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
				OTHER THAN AUTO ONLY: EA ACC	\$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
					\$
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	244256	02/01/00	02/01/01	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
				E.L. EACH ACCIDENT	\$ 100,000
				E.L. DISEASE - EA EMPLOYEES	\$ 100,000
				E.L. DISEASE - POLICY LIMIT	\$ 500,000
OTHER					

RECORDED R/W FILE NO.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ADDITIONAL INSURED: DTE ENERGY COMPANY AND ITS SUBSIDIARIES, BUT ONLY WITH RESPECT TO THE AGREEMENT BETWEEN DETROIT EDISON AND TIM HEAMAN EXECUTED ON OR ABOUT JUNE 15, 2000.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** DETRO-4
 Detroit Edison Co.
 & ITS SUBSIDIARIES
 ATTN: R. OLSON
 2000 Second Ave., #885-WCB
 Detroit MI 48216

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 Ronald Fisher 

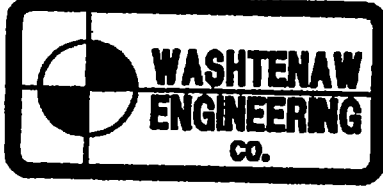


RECORDED R/W FILE NO. **62648**

SCALE - 1 INCH = 400 FEET

LEGEND

[Signature]
REGISTERED LAND SURVEYOR NO. 17620



CIVIL ENGINEERS • PLANNERS
SURVEYORS
BOX 1204 • ANN ARBOR, MICHIGAN 48106
313 - 761-8800

CLIENT: LUTHER SALYER	
SECTION <u>19&20</u> TOWN <u>2</u> SOUTH • RANGE <u>4</u> EAST <u>LIMA</u> TOWNSHIP WASHTENAW COUNTY • MICHIGAN	
DATE 2-16-98	REV. 3-10-98
DRAWN ACT	JOB 27109
CHECK NNF	F.B. NONE
SHEET 1 OF 3	FILE NO. R-7563

62648
RECORDED R/W FILE NO

PARCEL "A"

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 970.11 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet; thence S00°24'45"E 330.11 feet; thence N88°57'30"W 1320.00 feet to a point on the North and South ½ line of said Section and the centerline of Freer Road; thence N00°24'45"W 330.11 feet along said North and South ½ and said centerline to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 10.00 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Freer Road. Also being subject to easements and restrictions of record, if any. . Also being subject to and together with an easement for the purposes of ingress and egress and the installation and maintenance of utilities described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 970.11 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 2685.38 feet to a point on the East line of said Section; thence S00°43'30"W 88.56 feet; thence N70°07'25"W 69.87 feet; thence N88°57'30"W 2618.06 feet to a point on the North and South ½ line of said Section and the centerline of Freer Road; thence N00°24'45"W 68.02 feet along said North and South ½ line and said centerline to the Point of Beginning.

PARCEL "B"

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 1300.22 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet; thence S00°24'45"E 330.11 feet; thence N88°57'30"W 1320.00 feet to a point on the North and South ½ line of said Section and the centerline of Freer Road; thence N00°24'45"W 330.11 feet along said North and South ½ and said centerline to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 10.00 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Freer Road. Also being subject to easements and restrictions of record, if any.

PARCEL "C"

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 1630.33 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet; thence S00°24'45"E 330.11 feet; thence N88°57'30"W 1320.00 feet to a point on the North and South ½ line of said Section and the centerline of Freer Road; thence N00°24'45"W 330.11 feet along said North and South ½ and said centerline to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 10.00 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Freer Road. Also being subject to easements and restrictions of record, if any.

PARCEL "D"

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 2290.55 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet; thence S00°24'45"E 358.18 feet to a point on the East and West ½ line of said Section; thence N89°12'25"W 1319.87 feet along said East and West ½ line to the Center of said Section 19; thence N00°24'45"W 363.91 feet along the North and South ½ line of said Section and the centerline of Freer Road to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 10.94 acre of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Freer Road. Also being subject to easements and restrictions of record, if any.

PARCEL "E"

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 1960.44 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet; thence S00°24'45"E 330.11 feet; thence N88°57'30"W 1320.00 feet to a point on the North and South ½ line of said Section and the centerline of Freer Road; thence N00°24'45"W 330.11 feet along said North and South ½ and said centerline to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 10.00 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Freer Road. Also being subject to easements and restrictions of record, if any. Also being subject to and together with a 66 foot wide easement for the purposes of ingress and egress and the installation and maintenance of utilities having a North line described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 1960.44 feet along the North and South ½ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet to the POINT OF TERMINATION.

CERTIFICATE OF SURVEY

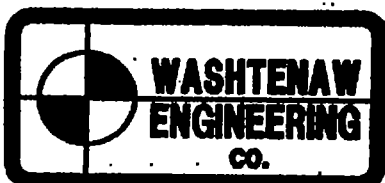
Bearings shown on this survey were determined in the following manner: Bearings are related to a previous Washtenaw Engineering Company Survey dated September 10, 1985.

I hereby certify that I have surveyed and mapped the land above platted and/or described on March 11, 1998 and that the ratio of closure on the unadjusted field observations of such survey was 1/30,000, and that all of the requirements of P.A. 132, 1970 (as amended by P.A. 260, 1972 and P.A. 24, 1988) have been complied with.

SCALE - 1 INCH = 400 FEET

LEGEND

REGISTERED LAND SURVEYOR NO. 17620



CIVIL ENGINEERS • PLANNERS
SURVEYORS

BOX 1204 • ANN ARBOR, MICHIGAN 48106
313 - 761-8800

CLIENT: **LUTHER SALYER**

SECTION 19&20 TOWN 2 SOUTH • RANGE 4 EAST
LIMA TOWNSHIP

WASHTENAW COUNTY • MICHIGAN

DATE 2-16-98

REV. 3-10-98

DRAWN ACT

JOB 27109

CHECK NNF

F.B. NONE

SHEET 2 OF 3

FILE NO. R-7563

PARCEL 'F'

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road thence S88°57'30"E 1320.00 feet to the POINT OF BEGINNING; thence continuing S88°57'30"E 1365.37 feet; thence S00°43'30"W 18.69 feet along the East line of said Section; thence N88°35'05"E 1321.83 feet to a point on the East line of the West ¼ of the Northwest ¼ of Section 20, T2S, R4E, Lima Township; thence S00°51'10"W 1666.66 feet along said East line to a point on the East and West ¼ line of said Section; thence S89°08'35"W 1317.69 feet along said East and West ¼ line to the East ¼ corner of Section 19, T2S, R4E, Lima Township; thence N 89°12'25" W 1332.02 feet along the East and West ¼ line of said Section; thence N00°24'45" W 1678.62 feet to the Point of Beginning. Being a part of the Northeast ¼ of Section 19 and a part of the West ¼ of the Northwest ¼ of Section 20, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 102.14 acres of land more or less. Being subject to easements and restrictions of record, if any. Also being subject to and together with a 66 foot wide easement for the purposes of ingress and egress and the installation and maintenance of utilities having a North line described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet to the POINT OF TERMINATION. Also being subject to and together with a 66 foot wide easement for the purposes of ingress and egress and the installation and maintenance of utilities having a North line described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 1960.44 feet along the North and South ¼ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 1320.00 feet to the POINT OF TERMINATION.

PARCEL 'G'

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road; thence S88°57'30"E 1320.00 feet to the POINT OF BEGINNING; thence continuing S88°57'30"E 1365.38 feet to a point on the East line of said Section; thence S00°43'30"W 1672.36 feet along said East line to the East ¼ corner of said Section 19; thence N89°12'25"W 1332.02 feet along the East and West ¼ line of said Section; thence N00°24'45"W 1678.62 feet to the Point of Beginning. Being a part of the Northeast ¼ of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 51.87 acres of land, more or less. Being subject to easements and restrictions of record, if any. Also being subject to and together with an easement for the purposes of ingress and egress and the installation and maintenance of utilities described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 2685.38 feet to a point on the East line of said Section; thence S00°43'30"W 88.56 feet along said East line; thence N70°07'25"W 69.87 feet; thence N88°57'30"W 2618.06 feet to a point on the North and South ¼ line of said Section and the centerline of Freer Road; thence N00°24'45"W 66.02 feet along said North and South ¼ line and said centerline to the Point of Beginning.

PARCEL 'H'

Commencing at the North ¼ corner of Section 19, T2S, R4E, Lima Township, Washtenaw County, Michigan; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road; thence S88°57'30"E 2685.38 feet to a point on the West line of Section 20, T2S, R4E; thence S00°43'30"W 18.69 feet along said West line to the POINT OF BEGINNING; thence N88°35'05"E 1321.83 feet to a point on the East line of the West ¼ of the Northwest ¼ of said Section; thence S00°51'10"W 1666.66 feet along said East line to a point on the East and West ¼ line of said Section; thence S89°08'35"W 1317.69 feet along said East and West ¼ line to the West ¼ corner of said Section 20; thence N00°43'30"E 1663.67 feet along said West line to the Point of Beginning. Being a part of the West ¼ of the Northwest ¼ of Section 20, T2S, R4E, Lima Township, Washtenaw County, Michigan and containing 50.27 acres of land, more or less. Being subject to easements and restrictions of record, if any. Also being subject to and together with an easement for the purposes of ingress and egress and the installation and maintenance of utilities described as follows: Commencing at the North ¼ corner of said Section 19; thence S00°24'45"E 970.11 feet along the North and South ¼ line of said Section and the centerline of Freer Road to the POINT OF BEGINNING; thence S88°57'30"E 2685.38 feet to a point on the East line of said Section; thence S00°43'30"W 88.56 feet; thence N70°07'25"W 69.87 feet; thence N88°57'30"W 2618.06 feet to a point on the North and South ¼ line of said Section and the centerline of Freer Road; thence N00°24'45"W 66.02 feet along said North and South ¼ line and said centerline to the Point of Beginning.

WITNESSES: Center - Section 20

- 1" Iron Pipe
- Fence Lines N-E-S-W
- 6" Elm S50°E 4.24 to Nail
- 6" Walnut N65°E 14.70 to Nail
- 8" Walnut N05°E 29.23 to Nail

WITNESSES: Center - Section 19

- 1 ½" Iron Pipe
- RAW Iron WEST 33.00
- 24" Hickory WEST 31.9
- 12" Hickory N30°W 44.0
- 14" Walnut EAST 66.0

WITNESSES: N ¼ Corner. Section 19

- ¾" Iron Pipe
- 23" Maple N23°E 79.9
- D.E. Pole S40°W 31.1
- S. End Guard Rail W/S Rd. 70.9
- S. End Guard Rail E/S Rd. 96.8

WITNESSES: E ¼ Corner Sec. 19

- 1" Iron Pipe
- RR Tie Fence Post SOUTH 1.81 to Nail
- 6" Elm S 50°E 4.24 to Nail
- 8" Walnut N65°E 14.70 to Nail
- 8" Walnut N 05°E 29.23 to Nail

RECORDED R/W FILE NO. 62648

RECORDED
WASHTENAW COUNTY, MI

MAR 19 9 34 AM '98

PEGGY A. JAMES
COUNTY CLERK REGISTER

RECORDED R/W FILE NO. 62648

CW-63473

WARRANTY DEED

The Grantor(s) Luther Salyer and Janet A. Salyer, husband and wife

whose address is 677 S. Freer, Chelsea, MI 48118

convey(s) and warrant(s) to Timothy L. Heaman, a Single Man and Richard T. Heaman, a married man

whose address is 7559 Ellens Way, Ann Arbor, MI 48105

THIS 1997 RETURN ROLL IS NOT YET AVAILABLE FOR EXAMINATION
WASHTENAW COUNTY TREASURER

the following described premises:

Washtenaw County Treasurer

See attached Legal Description

Tax Certificate No. 751MM

The Grantor grants to the Grantee the right to make 3 division(s) under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

for the full consideration of:

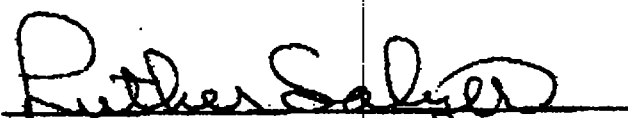
One Hundred Seventy Five Thousand and 00/100 Dollars (U.S. \$175,000.00)

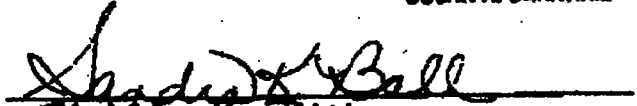
Subject to easements and restrictions of record, and to the lien of property taxes not yet due and payable.

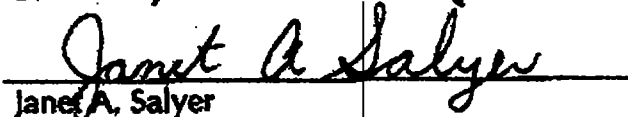
Dated this 17th day of March, 1998

Witness:

SUSAN A. GRANHAM


Luther Salyer


SANDRA R. BALL


Janet A. Salyer

The foregoing instrument was acknowledged before me this 14th day of March, 1998, by Luther Salyer and Janet A. Salyer, husband and wife.

My commission expires

Notary Public
Washtenaw County, Michigan

SUSAN A. BRANNIAM
Notary Public Washtenaw County Michigan
My Commission Expires November 8, 1999

Instrument drafted by Ronald H. Fletcher, 215 E. Washington, Ann Arbor, MI 48104

When recorded return to Janet Salyer
7559 Ellene Way, Ann Arbor MI 48105

STATE OF MICHIGAN
Dept of Taxation
County of Washtenaw
18 Mar 1998

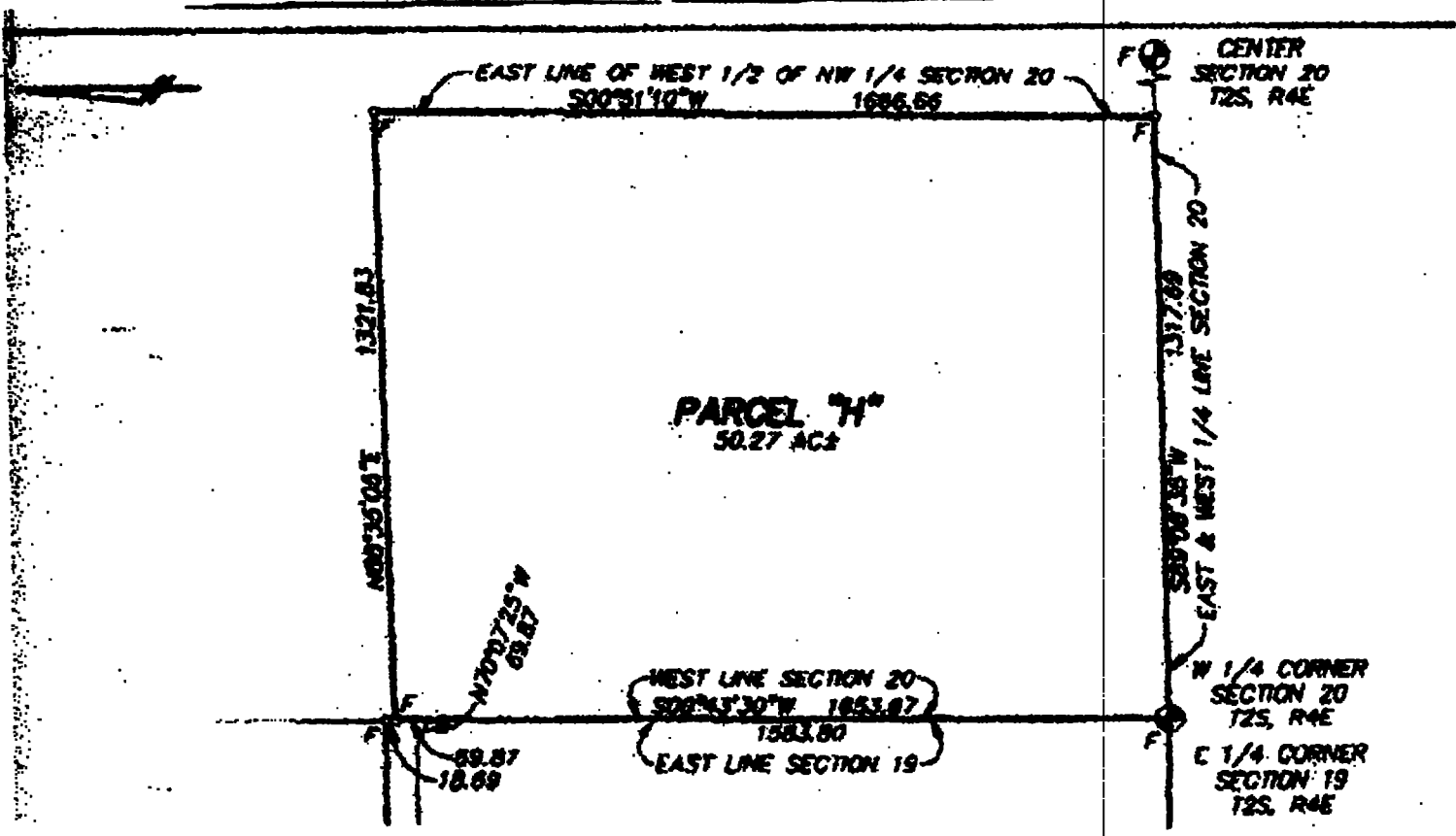
REAL ESTATE
TRANSFER TAX

★
★
★
★
★

\$192.50-C
\$1,312.50-S
60026030

RECORDED R/W FILE NO. 62648

2



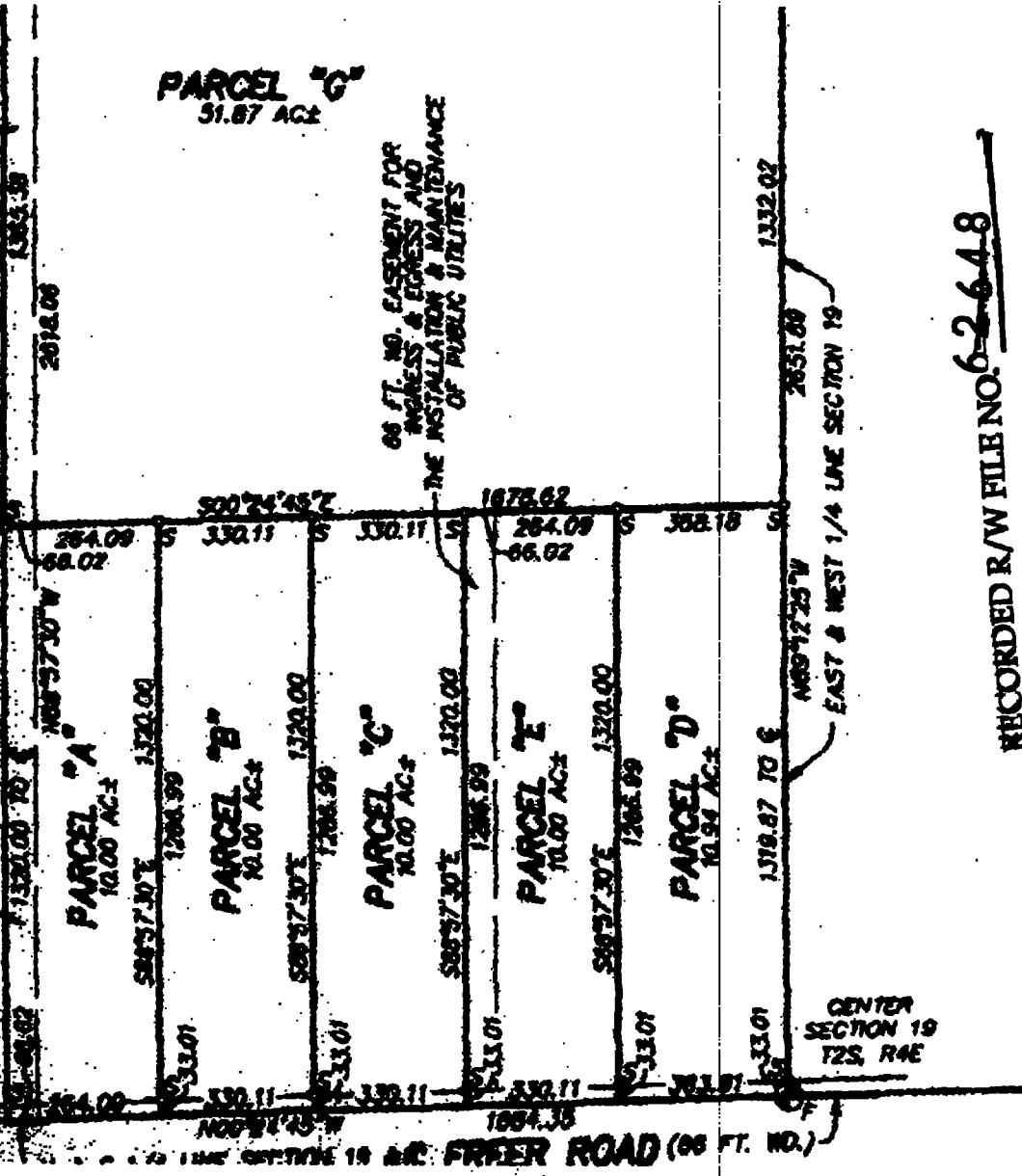
PARCEL "G"
51.87 AC±

66 FT. NO. EASEMENT FOR
INGRESS & EGRESS AND
THE INSTALLATION & MAINTENANCE
OF PUBLIC UTILITIES

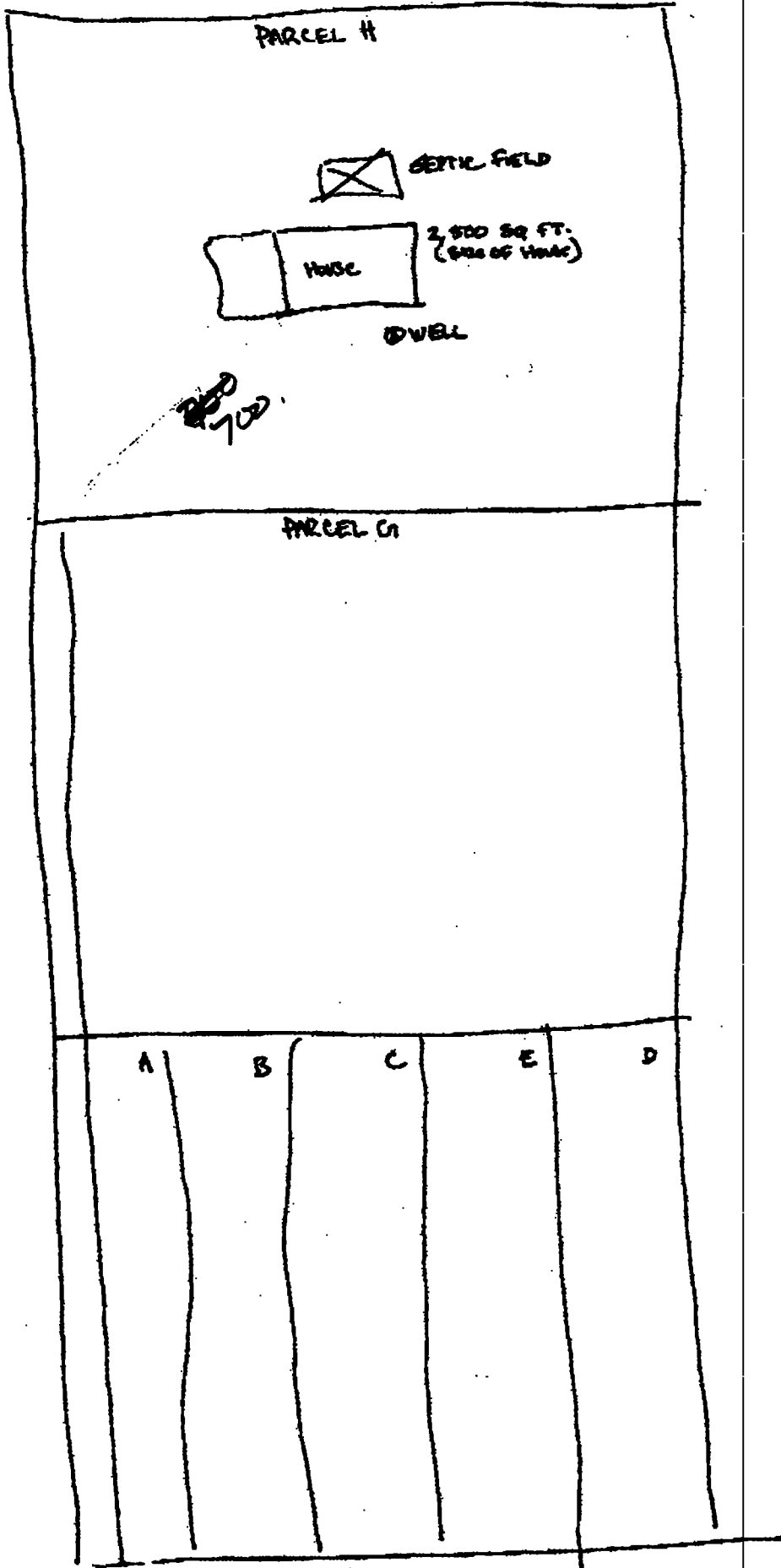
66 FT. NO. EASEMENT FOR INGRESS & EGRESS
AND THE INSTALLATION & MAINTENANCE PUBLIC UTILITIES

N 1/4 CORNER
SECTION 19
T2S, R4E

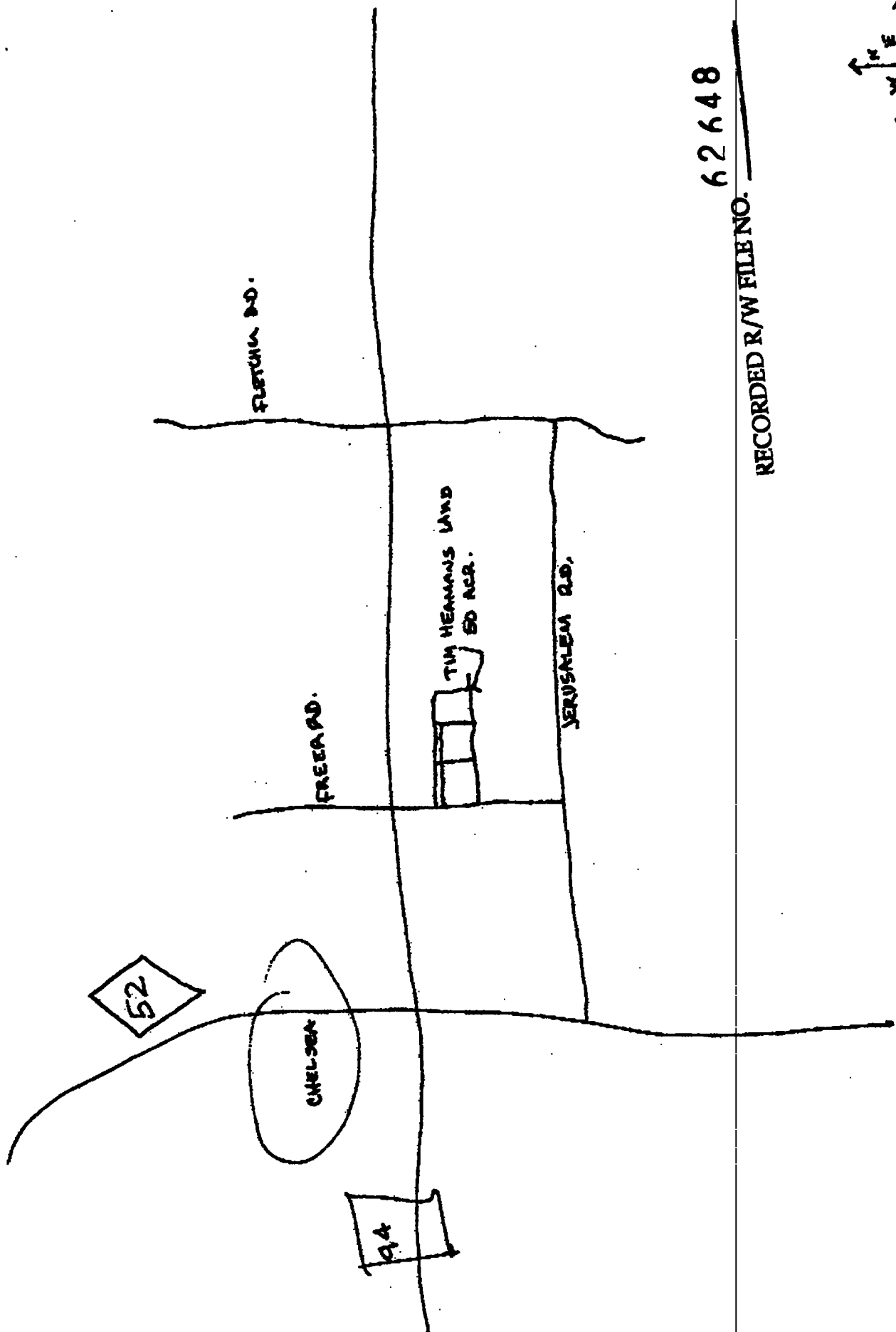
CENTER
SECTION 19
T2S, R4E



RECORDED R/W FILE NO. 6-2-648

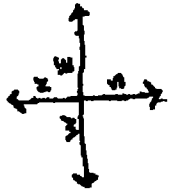


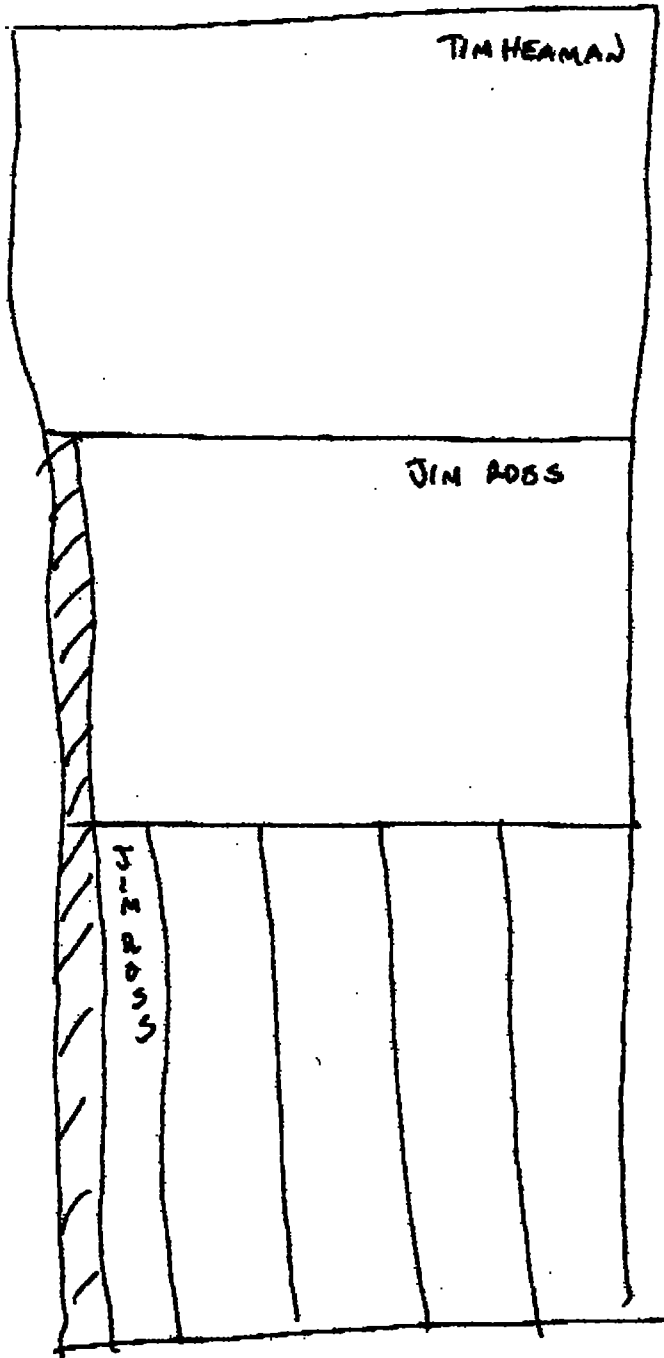
RECORDED R/W FILE NO. 2-6-78



62648

RECORDED R/W FILE NO.





RECORDED R/W FILE NO. 62648

OVER HEAD
250 FT. FREE
6.50 PER FT.

UNDER GROUND
250 FT 6.50 FT.
AFTER 12.50 FT.

TRANSFORMER WITH IN 250 OR 300 FT. OF THE HOUSE

4" P.V.C. 180 PER FT. \$7,200.00

**Customer-Installed
Underground Residential Line Extension and Service
Agreement**



RECORDED R/W FILE NO 2648

This Agreement is made on July 10, 2000 between Edison and Customer for Customer to install an Underground Residential Line Extension and Underground Residential Service that starts at the Edison feedpoint, goes across adjacent land, and terminates on Customer's Land

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 2nd Avenue, Detroit, Michigan, 48226

"Customer" is:

Timothy L. Heaman, a single man, and Richard T. Heaman and Theresa Heaman, husband and wife

The "Underground Residential Line Extension" is:

An underground primary cable, and a transformer installed on a concrete pad.

The "Underground Residential Service" is:

Underground service wires between the transformer and the electric meter.

"Customer's Land" is:

Land commonly known as 515 Freer Road in Section 19, Lima Township, Washtenaw County, referred to as Parcel "H", a 50.27 acre parcel of land further shown and described in Attachment 4—Survey by Washtenaw Engineering Company

Introduction

Edison normally installs all line extensions and services. However, at Customer's request, under this agreement, Customer will install an underground residential line extension and service that starts at the Edison feedpoint, goes across adjacent land, and terminates on Customer's Land. Customer will then transfer ownership of the line extension and service to Edison, and Edison will then own, operate, and maintain the line extension and service.

Edison and Customer agree as follows:

1. Construction Standards and Drawings Edison will give Customer copies of Edison construction standards and construction drawings for the line extension and service on a route that has been agreed on by Edison and Customer. See Attachment 1—Construction Drawings. Customer will pay Edison the amount for these drawings that is shown on Attachment 2—Payment Calculations.

2. Right-of-Way Agreement Customer will assist Edison in obtaining a right of way for the portion of the line extension that is not on Customer's land. Customer will grant Edison a right-of-way for the portion of the line extension that is on Customer's land. The right of ways will be on right-of-way agreements that have been prepared by Edison.

3. Construction Permits and Inspection Fees Customer must secure and pay for all municipal and other governmental construction permits, and must pay for municipal and other governmental inspection fees.

4. Coordination of Construction Customer must coordinate the construction with other utilities and must call "Miss Dig" 72 hours before the start of construction.

5. Notification and Inspection Customer must notify Edison at least 48 working hours before the start of construction to facilitate the inspection by Edison. Customer must pay Edison construction inspection fees. The fees are calculated in Attachment 2-Payment Calculations. Customer must notify Edison two working days before the start of construction. Edison inspectors have the right to stop construction for violation of specifications, use of improper material, improper grade, improper placement of trench or equipment or other detected problems.

6. Materials

a. If Customer buys materials on the open market, Edison will supply purchase specifications, and, on request, will furnish a list of approved vendors. Customer must supply a sample of the material to Edison for testing as required. Edison will usually want to test primary electrical components (such as primary cable and transformers). Construction will not start until after tests are completed and material approved. Customer must pay Edison for the actual costs of testing.

b. If Customer buys materials from Edison, then Edison will give Customer a list of materials that are needed for the installation. Customer must give Edison a firm date to take deliveries and adequate lead time to order the materials. Lead time for some materials might be anywhere from 16 to 24 weeks.

7. Installation

a. Edison will do overhead line work (such as overhead line extensions and cable poles.)

b. Customer will do underground work (such as mechanical trenching and electrical construction.) Electrical construction means installing the primary cable, the associated ground rods and other materials, any necessary intermediate joint holes, transformer pad, and duct work, and setting the transformer on the pad. A licensed electrical contractor must perform the electrical construction.

c. Edison will make final connections at the point of connection to the Edison system, at any required intermediate splices, and at the primary (high voltage) side of the transformer.

d. Customer will furnish, install, and make final connections at the secondary (low voltage) side of the transformer and at the meter box. A licensed electrical contractor must perform the final electrical connections.

8. Testing, and Energizing Customer will pay Edison for Edison to make electrical tests, to make final connections, and to energize the line extension.

9. Ownership of Line Extension and Service After the underground residential line extension and service has been completed, Customer will transfer ownership of the line extension and

service to Edison by Attachment 3-Bill of Sale. Edison will then own, operate, and maintain the line extension and service.

10. Warranty Customer warrants that all work will be done according to acceptable construction practices applicable to work as specified in this Agreement. If, at any time before two years from the date that Edison energizes the line extension and service, it appears that the work, or any portion of the work, does not conform to the warranties, then Edison will notify Customer of such breach or warranty within a reasonable time after discovery. Customer will pay all Edison costs of repair or replacement, including transportation, labor, material and equipment costs including all overheads.

11. Indemnity

a. Customer will indemnify Edison (the Company, its affiliates, its officers, agents and employees) for any debts, liens, and claims for injuries to persons or damages to property, or both, arising directly or indirectly out of the installation of the underground residential electric line extension and service by Customer (the person, company or organization, its contractors, subcontractors, lessees, licensees and any of its or their agents or employees). This includes, but is not limited to, claims arising out of Customer's negligence, Customer's and Edison's joint negligence, or any other person's negligence. But Customer will not indemnify Edison for claims arising out of Edison's sole negligence.

b. If any claim covered by Customer's indemnity is brought against Edison, Customer will defend the claim at Customer's expense. Customer will also pay any costs, attorney fees, or judgments that Edison incurs or is subject to in the claim.

12. Insurance

a. Customer and Customer's contractors, at their own expense, must each obtain insurance policies that are satisfactory to Edison in form and substance and that provide the following coverages:

- (1) Comprehensive policies of general public liability insurance protecting and indemnifying Edison against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the Customers' and Customer's contractors work area, and all areas adjacent to their work area with such policy to be in the minimum amount \$500,000 each person and \$1,000,000 each occurrence bodily injury, and \$500,000 each occurrence property damage. The policies must also include explosion, collapse, or underground property damage (commonly know as "XCU" coverage). Customer's policy must remain in effect until Edison energizes the line extension and service. Customer's contractors' policies must remain in effect during the time that the contractors are working on the line extension.
- (2) Statutory limits required for Worker's Compensation insurance and Employer's Liability insurance having limits of \$100,000.
- (3) Comprehensive Automobile Liability insurance with minimum limits of at least \$300,000 per occurrence Combined Single Limit.

b. Customer and Customer's contractors must give Edison Certificates of Insurance for the insurance

coverages required by this agreement at least 5 days before the start of work. The certificates must state that Edison is an additional insured and state that Edison will have 30 days written notice before any material change or cancellation becomes effective.

c. Customer waives Customer's rights of recovery, Customer's contractor's rights of recovery and their insurer's rights of subrogation against Edison for damage to Customer's of its contractor's property used on Customer's Land.

d. The liability assumed by Customer under this Agreement, including, but not limited to, Customer's indemnification obligations, shall not be limited to the insurance coverage stipulated herein.

13. Payment Before Edison does any installation work specified in Paragraph 7--Installation, Customer will pay Edison with a certified check in the amount shown on Attachment 2-Payment Calculations.

The Detroit Edison Company

Customer

By J. C. Bailey for
TIM NOLLOTH LW

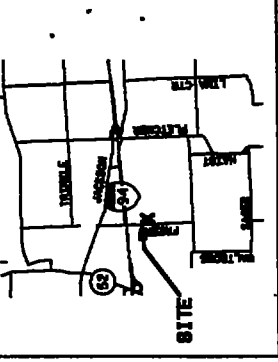
x Tim Heaman
Timothy L. Heaman

Its _____

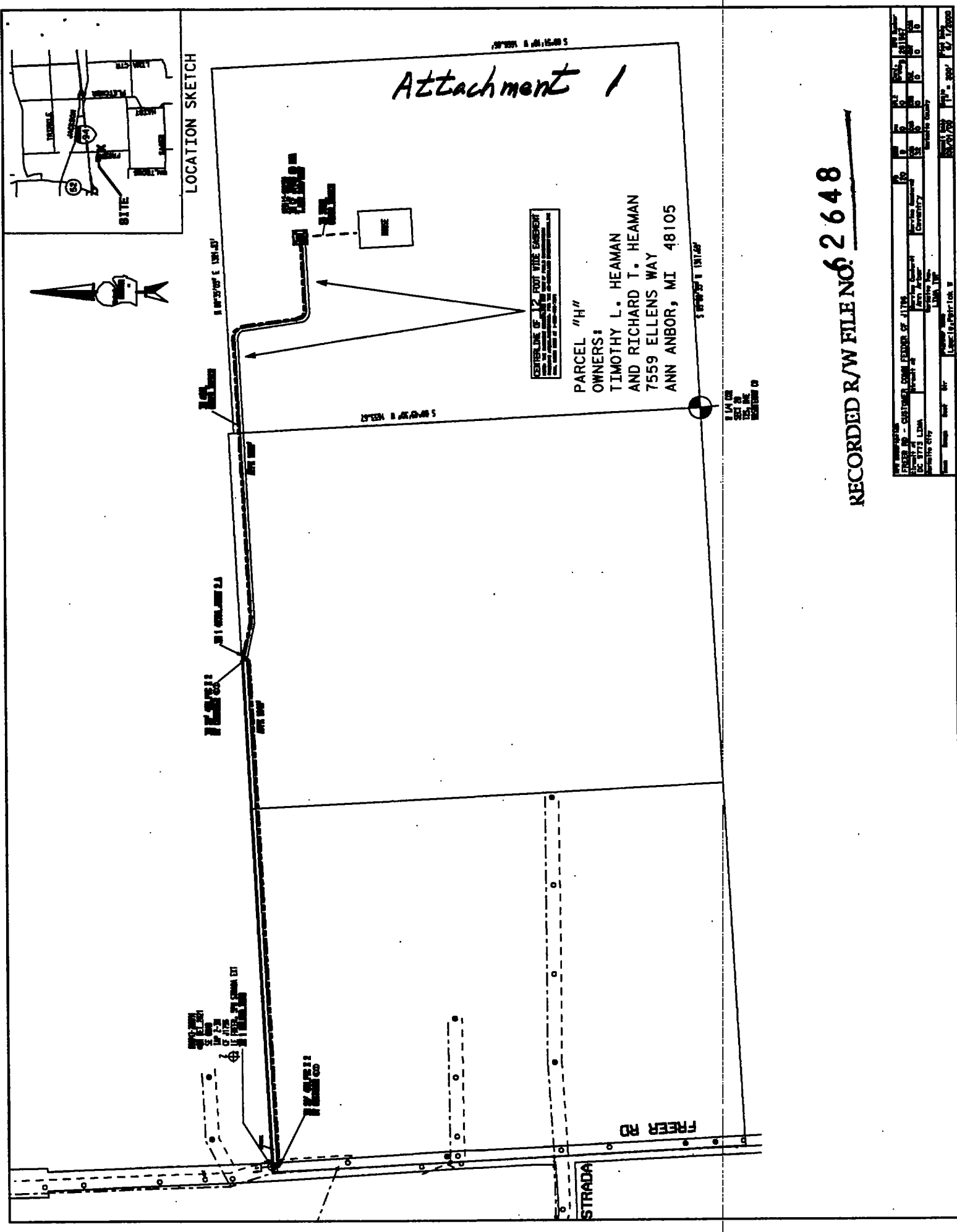
x Richard T. Heaman
Richard T. Heaman

x Theresa Heaman
Theresa Heaman

RECORDED R/W FILE NO. 62648



LOCATION SKETCH



CENTERLINE OF 12 FOOT WIDE EASEMENT
FROM THE CENTERLINE OF THE ADJACENT
EASEMENT TO THE CENTERLINE OF THE
EASEMENT TO THE CENTERLINE OF THE
EASEMENT TO THE CENTERLINE OF THE

PARCEL "H"
OWNERS:
TIMOTHY L. HEAMAN
AND RICHARD T. HEAMAN
7559 ELLENS WAY
ANN ANBOR, MI 48105

RECORDED R/W FILE NO. **2648**

PLAT NO.	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
2648	12	10 N.	3 W.	Washtenaw	MI
DATE	FILED	BY	RECORDS	OFFICE	
12/15/00	10:30 AM	J. J. [unclear]	[unclear]	[unclear]	

**Attachment 2
Payment Calculations**

Labor
Right-of-Way Processing Fee
Cable Pole Installation OH/UG
Terminate Cable/intermediate splices
DECo On-site Inspection
Layout & Design Fee
Engineering Fee
Sub - Total

# Hours	Rate	Total
4.00	61.05	244.20
		1756.36
6.00	62.68	376.08
16.00	60.00	960.00
8.00	62.40	499.20
N/A	N/A	0.00
		3835.84

* Price reflects both the Underground and the Overhead portion of the installation.

Material
Primary Cable
Transformer Pad
Secondary Cable
Misc. Parts connectors/grd rods
Transformer 50 KVA 13.2 kva
Sub - Total
Grand - Total

Quantity	Cost	Unit	Total
3750	1.03		3862.50
1	134.75	ea	134.75
	2.03	Feet	406.00
			343.36
1	1013.12	ea	1013.12
			5759.73
			9941.15

RECORDED R/W FILE NO 2648

CONFIDENTIAL

**Attachment 2
Payment Calculations**

RECORDED R/W FILE NO 2648

	Quantity	amount	ea	Stock No
lock,eqpt,non-reusable	1	1.45	1.45	205-0091
Conn Indent-0000AWG	1	1.15	1.15	721-0067
Conn Indent 1/0 BRNDY	1	0.86	0.86	721-0523
Secondary Setsrew connector	3	47.28	15.76	729-0549
SPLASM 4-1/0 175-220	1	24.39	24.39	733-0240
13.2 KV M.O. Elbow arrester	1	107.02	107.02	770-0141
Kit SI 14.4 KV 2-175	1	54.62	54.62	781-0457
Bushing Insert and Cap kit	1	46.89	46.89	781-0492
Box Pad support plank	2	18.48	9.24	102-0425
Box Pad anchor clamp	2	4.98	2.49	231-0327
Rod ground cpred 8ft	4	27.56	6.89	240-0771
Wire 6BC sols	40	5.2	0.13	710-0072
Conn grd rod 5/8 in	4	3.48	0.87	721-0904
Transformer Pad	1			102-0422
Transformer 50 KVA 13.2 kva	1			661-1152

343.36

Attachment 3—Bill of Sale

On 10-2-00, for one dollar and other valuable consideration, Customer transfers ownership to Edison of an Underground Residential Line Extension and Underground Residential Service that starts at the Edison feedpoint, goes across adjacent land, and terminates on Customer's Land.

"Customer" is:

Timothy L. Heaman, a single man, and Richard T. Heaman and Theresa Heaman, husband and wife

"Edison" is:

The Detroit Edison Company, a Michigan corporation, 2000 2nd Avenue, Detroit, Michigan, 48226

The "Underground Residential Line Extension" is:

An underground primary cable, and a transformer installed on a concrete pad.

The "Underground Residential Service" is:


Underground service wires between the transformer and the electric meter.


"Customer's Land" is:

Land commonly known as 515 Freer Road in Section 19, Lima Township, Washtenaw County, referred to as Parcel "H" , a 50.27 acre parcel of land further shown and described in Attachment 4—Survey by Washtenaw Engineering Company

Customer(type or print name below signature)

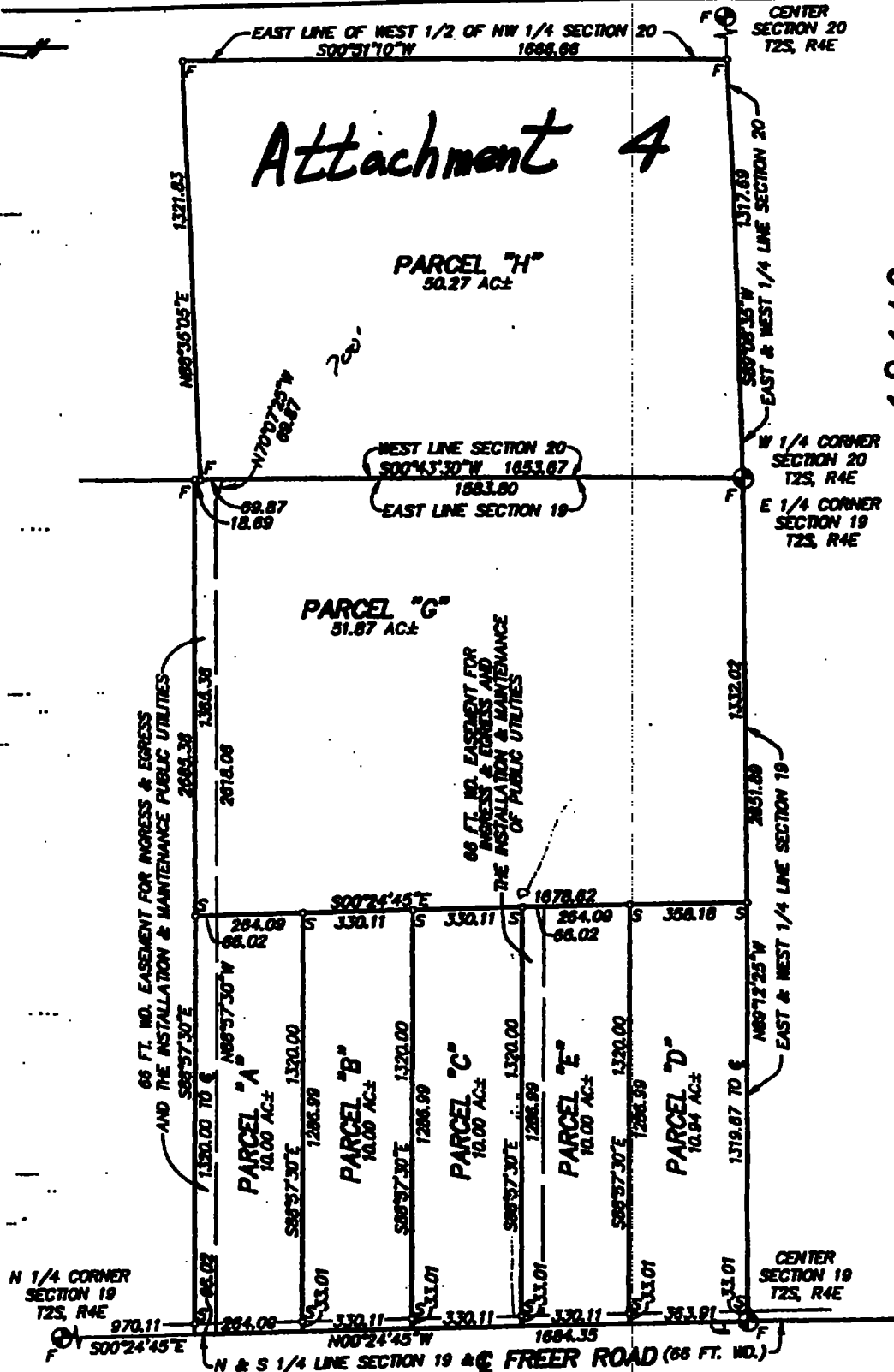
x 
Timothy L. Heaman

x 
Richard T. Heaman

x 
Theresa Heaman


RECORDED R/W FILE NO. 62648

Attachment 4



62648
RECORDED R/W FILE NO.

SCALE - 1 INCH = 400 FEET
 LEGEND
 REGISTERED LAND SURVEYOR NO. 1762

 WASHTENAW ENGINEERING CO. CIVIL ENGINEERS • PLANNERS SURVEYORS BOX 1204 • JANN ARBOR, MICHIGAN 48108 313 - 761-8808	CLIENT: LUTHER SALYER	
	SECTION 19 & 20 TOWN 2 SOUTH • RANGE 4 EAST LIMA TOWNSHIP	
	WASHTENAW COUNTY • MICHIGAN	
	DATE 2-16-98	REV. 3-10-98
	DRAWN ACT	JOB 27109
	CHECK NNF	F.S. NONE
SHEET 1 OF 3	FILE NO. R-7563	

Stock Numbers

Tim: contact Dennis Grammatico 313.897.1480

62648

RECORDED R/W FILE NO.

CONFIDENTIAL

	Quantity	Stock
lock,eqpt,non-reusable	1	205-0091
Conn Indent-0000AWG		721-0067
Conn Indent 1/0 BRNDY	1	721-0523
Secondary Setsrew connect	3	729-0549
SPLASM 4-1/0 5-22	1	733-0240
13.2 KV M. Elbe arrester	1	770-0141
Kit SI 14 KV 75	1	781-0457
Bushing Indent and Cap kit	1	781-0492
Box for plank	2	102-0425
Anchor clamp	2	231-0327
Round ground cpred 8ft	4	240-0771
Wire 6BC sols	40 ft	710-0072
Conn grd rod 5/8 in	4	721-0904
Transformer Pad	1	102-0422
Transformer 50 KVA 13.2 kva	1	661-1152
Cable 350 Aluminum	200 ft	713-0537
Primary Cable	3750 ft	713-3073

Date: JUNE 22 2000
To: PAT LAWRIE
From: DOREEN
Subject: Rights of Way Agreement (s) Secured

I have received all necessary permits on R/W No. 281567

Requesting Customer: HEAMAN RESIDENCE

Requesting customer's name and address: FREER RD.

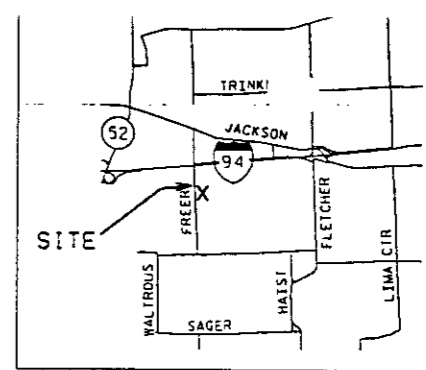
City/Township LIMA

County WASHTENAW

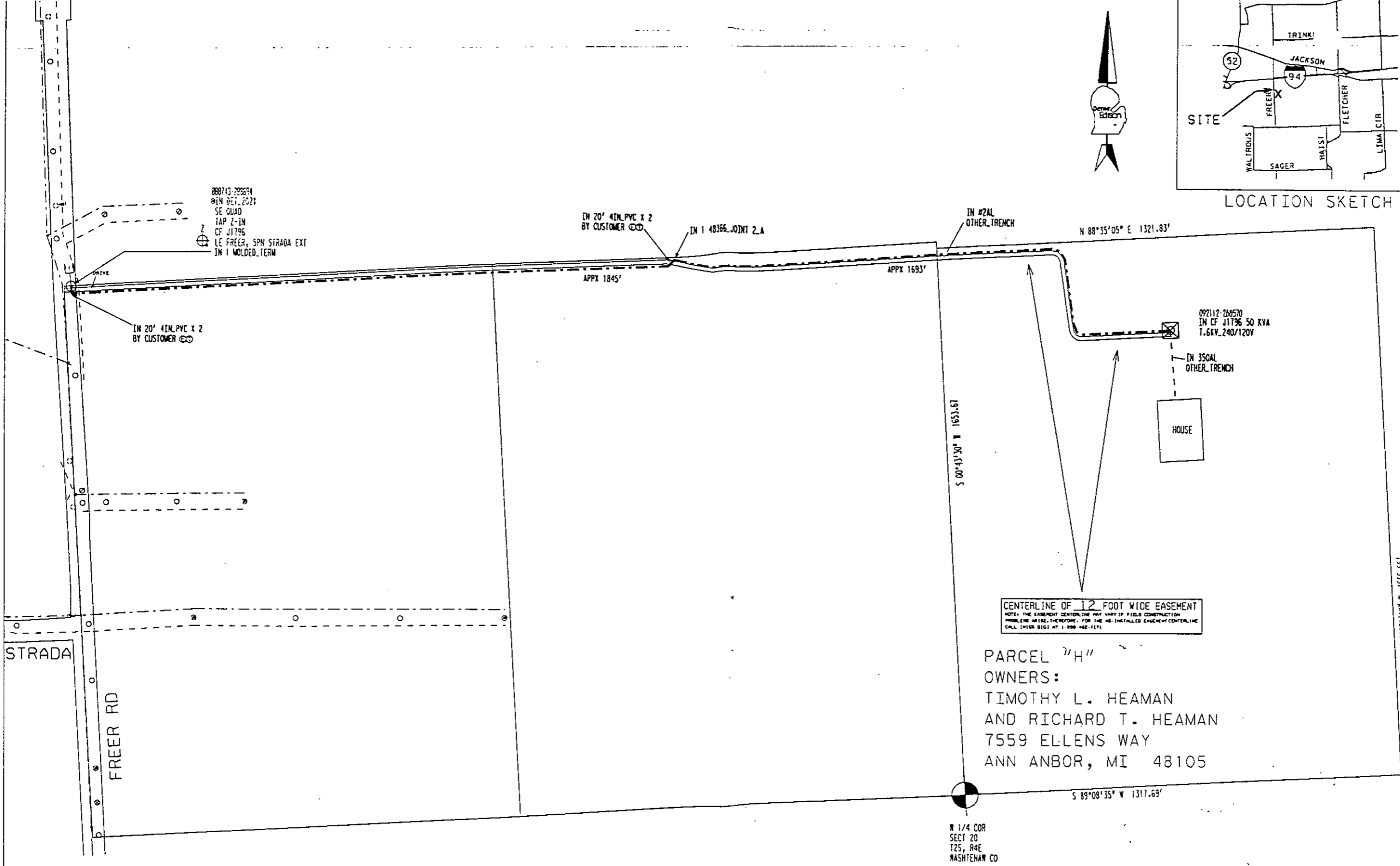
Disposition of Wood _____

Note: _____

RECORDED R/W FILE NO. 62648



LOCATION SKETCH



088743-209674
 01N OCT. 2021
 SE QUAD
 TAP 2-IN
 CF J1796
 LE FREER, SPN STRADA EXT
 IN 1 MOLDED TERM

IN 20' 4IN. PVC X 2
 BY CUSTOMER

IN 20' 4IN. PVC X 2
 BY CUSTOMER

IN 1 48366 JOINT 2.A

IN #2AL
 OTHER TRENCH

N 88°35'05" E 1321.83'

APPX 1845'

APPX 1593'

092117-280570
 IN CF J1796 50 KVA
 T.GKV. 240/120V

IN 350AL
 OTHER TRENCH

HOUSE

CENTERLINE OF 12 FOOT WIDE EASEMENT
NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD CONSTRUCTION PROBLEMS ARE ENCOUNTERED. FOR THE AS-INSTALLED EASEMENT CENTERLINE CALL (909) 812-1111 AT 1-800-462-7171

PARCEL "H"
 OWNERS:
 TIMOTHY L. HEAMAN
 AND RICHARD T. HEAMAN
 7559 ELLENS WAY
 ANN ANBOR, MI 48105

N 1/4 COR
 SECT 20
 T2S, R4E
 WASHTENAW CO

STRADA

FREER RD

RFW Description FREER RD - CUSTOMER COMM FEEDER CF J1796		PD 20	SRW 0	PH 0	PLC 0	Conj. Group	RFW Number 281567
Circuit #1 OC 9773 LIMA	Circuit #2	Service Center#1 Ann Arbor	Service Center#2 Coventry	CO# 32	CO5 0	CUL 0	CUT 0
Worksite City LIMA TWP	Worksite Twp. LIMA TWP	Worksite County Washtenaw County					
Town Lima	Range 20	Section 1	Quarter 1	Planner Name Lawrie, Patrick W	Commit Date 06/01/00	Scale 1" = 200'	Plot Date 6/1/2000

RECORDED R/W FILE NO. 62648