

RECORDED

1999 OCT 29 P 3:43

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
29/2 48843

RECORDED

1999 SEP 28 P 2:15

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

Re-record to correct

1. Liber, pages corrected.
2. Names corrected on trust.
3. Notary Complete
4. Assignee Title corrected.

ASSIGNMENT OF EASEMENT

LIBER 2678 PAGE 0866

THIS ASSIGNMENT is made this 10th day of September 1999, for and in consideration of the sum of One and No/100 (\$1.00) Dollar by Carolyn Wilson, Winston Gee and Jeanette Gee (the "Assignors") to Derbyshire Farms Drain Drainage District (the "Assignee/Drainage District"), by Brian Jonckheere, Livingston County Drain Commissioner. **

* Trustee, Carolyn E. Wilson, Revocable Living Trust

MEMO

WHEREAS, Carolyn Wilson entered into a Land Contract with Winston and Jeanette Gee for Parcel 5, upon which there is a Drainage Easement D as recorded on Aug. 28 1997, in the office of the Livingston County Register of Deeds at Liber 2215 Pages 705-709 Carolyn Wilson retained rights to said Storm Drainage Easement D on Parcel 5, legally described in the attached Exhibit A, for the purpose of installing, maintaining and repairing the stormwater drainage area and apparatus used for drainage of stormwater from the benefited land described in the attached Exhibit B;

WHEREAS, said Agreement authorized Assignor to assign said easement to the Livingston County Drain Commissioner;

WHEREAS, the Assignors wish to assign their jurisdictional interest in said easement to Assignee/Drainage District for the purpose of constructing, operating, maintaining and repairing said easement for the benefit of the Drainage District;

WHEREAS, Assignee/Drainage District assumes the right to relocate the drain as the Assignor/Drainage District may in its sole discretion determine to be advisable;

NOW THEREFORE, it is agreed that the Assignors assign their interest in the aforementioned easement. Assignee hereby accepts the foregoing assignment and assumes all of the obligations and responsibilities of Assignors under the Drainage Easement arising subsequent to the date hereof.

This conveyance shall be deemed a sufficient conveyance to vest in Assignee/Drainage District said easement.

WITNESSES:

Robert C. Kline

Helen Robins
Helen Robins

ASSIGNORS:

By:

Carolyn Wilson, Trustee, Carolyn E. Wilson,
* 1100 W. Coon Lake Road Revocable Living
Howell, MI 48843 Trust

Winston Gee
Winston Gee

Jeanette Gee
Jeanette Gee

* 2591 W. Coon Lake Road
Howell, MI 48843

LIBER 2661 PAGE 0458

LIBER 2678 PAGE 0867

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON) ss.

The foregoing instrument was acknowledged before me this 9 day of Sept, 1999, by

Carolyn E. Wilson, Trustee of the Carolyn E. Wilson Revocable Living Trust and Winston and Jeanette Gee, husband and wife

Robert C. Kline, Notary Public
Livingston County, Michigan
My Commission Expires: Mar. 8, 2001

When recorded return to:

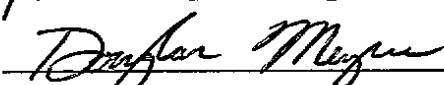
✓ Brian Jonckheere
Livingston County Drain Commissioner
2300 East Grand River
Howell, Michigan 48843

Drafted by:

Peter J. Finkbeiner
Boss Engineering Company
3121 East Grand River
Howell, Michigan 48843
(517) 546-4836

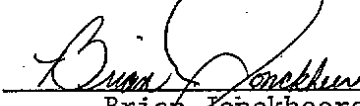


 KENNETH E. RECKER



 DOUGLAS MEYERS

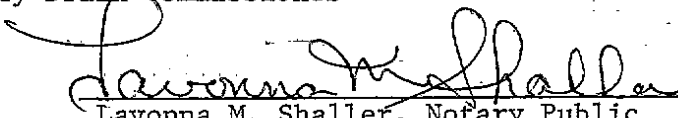
ASSIGNEE/DRAINAGE DISTRICT
Derbyshire Farms Drain Drainage District

By: 

 Brian Jonckheere, Commissioner
 ** Livingston County Drain Commissioner
 2300 E. Grand River, Ste. 105
 Howell, MI 48843-7581

STATE OF MICHIGAN)
) SS
 COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 10th day of September, 1999. Brian Jonckheere, Livingston County Drain Commissioner



 Lavonna M. Shaller, Notary Public
 Livingston County, Michigan
 My Commission Expires September 30, 1999

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT

Easement "D": Storm Drainage Easement

Part of the Northwest ¼ of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North ¼ Corner of said Section 27; thence along the North-South ¼ line of said Section 27 and the centerline of Triangle Lake Road (66 foot wide Right-of-Way), S 00°17'38" W, 1012.51 feet; thence Due West, 706.87 feet; thence Due North, 104.70 feet; thence Due West, 422.22 feet, to the POINT OF BEGINNING of the Private Storm Drainage Easement to be described; thence continuing Due West, 175.00 feet; thence N 00°08'24" E, 75.00 feet; thence S 66°46'47" E, 190.23 feet, to the POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITED LANDS

Part of the Northwest $\frac{1}{4}$ of Section 27, T2N-R4E, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North $\frac{1}{4}$ Corner of said Section 27; thence along the North-South $\frac{1}{4}$ line of said Section 27 and the centerline of Triangle Lake Road (66 foot wide Right-of-Way), S $00^{\circ}17'38''$ W, 1012.51 feet to the POINT OF BEGINNING of the Parcel to be described; thence continuing along the North-South $\frac{1}{4}$ line and the centerline of Triangle Lake Road, S $00^{\circ}17'38''$ W, 886.49 feet; thence along the North line of "McClatchey's Triangle Lake Estates", a subdivision as recorded in Liber 5 of Plats on page 40 of the Livingston County Records, the following 4 courses:

- 1) N $89^{\circ}42'22''$ W, 33.00 feet;
- 2) Along the North line of Rubbins Drive, N $61^{\circ}18'06''$ W, 282.15 feet (previously recorded as S $61^{\circ}38'$ E, 282.44 feet);
- 3) Along the North line of Rubbins Drive, Northwest on an arc left, having a length of 355.70 feet, a radius of 388.81 feet, a central angle of $52^{\circ}25'00''$ and a long chord which bears N $87^{\circ}30'36''$ W, 343.42 feet;
- 4) Along the North line of Rubbins Drive, S $66^{\circ}16'54''$ W, 741.36 (previously recorded as N $65^{\circ}57'$ E, 741.37 feet);

thence along the West line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 27, as monumented, N $00^{\circ}08'24''$ E, 1138.82 feet; thence Due East 597.22 feet; thence Due South 104.70 feet; thence Due East, 706.87 feet, to the POINT OF BEGINNING; Containing 26.21 acres, more or less, and subject to the rights of the public over the existing Triangle Lake Road and Rubbins Drive. Also subject to any other easements or restriction of record.

EXHIBIT C

LAND CONTRACT



Metropolitan Title Company

Land Contract - Form 1571
Ticor Title InsuranceParties

This Contract, made this 8th day of August, 1997, between Carolyn E. Wilson, Trustee of the Carolyn E. Wilson Revocable Living Trust U/A/D February 11, 1992 hereinafter referred to as "Seller", whose address is 1100 W. Coon Lake Road, Howell, Michigan 48843 and Winston Gee and Jeanette Gee, husband and wife hereinafter referred to as "Purchaser", whose address is 2591 W. Coon Lake Road, Howell, Michigan 48843.

Description of Land

Witnesseth:

1. Seller Agrees:

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

(See Attached Rider)

Parcels 5 - Cheltenham Knoll

Notice of Private Road given by separate document on even date herewith.

hereinafter referred to as "the land", together with all tenements, hereditaments, improvements, and appurtenances, including any lighting or plumbing fixtures, shades, Venetian blinds, curtain rods, storm windows, storm doors, screens, and awnings, if any, now on the land, subject to any applicable building and use restrictions and to any easements affecting the land, and any other such matters as may be set forth on Metropolitan Title Company Commitment Number I-228383.

Terms of Payment

(b) That the full consideration for the sale of the land to Purchaser is: Forty Nine Thousand Nine Hundred and 00/100 (\$49,900.00) dollars, of which the sum of Nine Thousand Two Hundred Forty and 00/100 (\$9,240.00) dollars, has been paid to Seller prior to the delivery hereof, the receipt of which is hereby acknowledged, and the additional sum of Forty Thousand Six Hundred Sixty and 00/100 (\$40,660.00) dollars, is to be paid to Seller, with interest on any part thereof at any time unpaid at the rate of 9.500 per cent per annum while Purchaser is not in default, and at the rate of 9.500 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 Four Hundred Seven and 00/100 (\$407.00) dollars each, or more at Purchaser's option, on the 8th day of the month, beginning September 8, 1997; 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 5 Year(s) 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 above mentioned 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 of omissions of persons other than Seller or his assigns.

Furnishing Evidence of Title

(d) To deliver to Purchaser an owner's policy of title insurance issued by Metropolitan Title Company, which policy insures the Purchaser's interest in the premises.

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 thereon 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.

Alternate Payment Method

If an amount representing estimated monthly cost of taxes, special assessments and insurance is inserted in Paragraph 2 (f), then the method of payment of these items therein indicated shall be adopted. If such an amount is not inserted, then Paragraph 2 (f) shall be of no effect and the method of payment provided in Paragraph 2 (e) shall apply.

(f) To pay monthly in addition to the monthly payment hereinbefore stipulated, the sum of (insert amount if advance monthly installment method of tax and insurance payment is to be adopted) \$ _____

dollars (\$ _____), which is an estimate of the monthly cost of the taxes, special assessments, and insurance premiums for the land, which shall be credited by Seller on the unpaid principal balance owing on the contract. If Purchaser is not in default under the terms of this contract, Seller shall pay from Purchaser's account the taxes, special assessments and insurance premiums mentioned in Paragraph 2 (e) above when due and before any penalty attaches, and submit receipts therefor to Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, special assessments and insurance. This adjustment shall be made on demand of either of the parties and any deficiencies shall be paid by Purchaser upon Seller's demand.

Acceptance of Title and Premises

(g) That he has examined a title insurance commitment issued by Metropolitan Title Company being file number L-228383, effective date May 14, 1997 which commits to insures his interest in the premises, and is satisfied with the

marketability of title shown thereby. Delivery of such title policy to Purchaser shall constitute fulfillment of Seller's agreement herein to furnish title evidence.

(h) That he has examined the land and is satisfied with the physical condition of any structure thereon, and hereby waives any and all claims on account of any encroachments on the land or on any premises adjacent thereto.

Mortgage by Seller or Purchaser

3. Seller and Purchaser Mutually Agree:

(a) That Seller may at any time encumber the land by mortgage or mortgages to secure not more than the balance owing hereon at the time such mortgages are executed, which mortgage or mortgages shall provide for payments of principal and/or interest not in excess of nor sooner than those provided for in this contract, and shall be a first lien upon the land superior to the rights of Purchaser therein; provided notice of the execution of such mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages and the rate of interest and maturity of the principal and interest shall be sent to Purchaser by certified mail promptly after execution thereof. Purchaser shall, on demand of the Seller, execute any instruments that may be required for the exercise of the foregoing power. If Purchaser shall refuse to execute any such instruments demanded by Seller or to accept such certified mail, or such certified mail shall be returned unclaimed, then Seller may post such notice in two conspicuous places on the land, and make affidavit of such facts and of such posting, after which Purchaser's rights shall be subordinated to such mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination effected as herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals, extensions or amendments of such mortgage or mortgages after Seller has given notice thereof to Purchaser in like manner as is herein provided for giving notice of the execution of such mortgage or mortgages, except as to amendments which would increase the mortgage amount to one in excess of that owing hereon, or provide for a rate of interest in excess of that provided or a maturity date sooner than provided herein.

Encumbrances on Seller's Title

(b) That if the title of Seller is evidenced by land contract or now or hereafter encumbered by mortgage, Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to Purchaser on demand. On Seller's default Purchaser may pay the same, which payments shall be credited on the sums matured or first maturing hereon with interest at 9.500 % per annum on payments so made. If proceedings are commenced to recover possession of the land or to enforce the payment of such contract or mortgage, because of Seller's default, Purchaser may at any time thereafter which such proceedings are pending encumber the land by mortgage securing such sums as can be obtained upon such terms as may be required and with the proceeds pay and discharge such mortgage or purchase money lien, and any mortgage so given shall be a first lien upon the land superior to the rights of Seller therein. Thereafter Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the amount owing hereon is reduced to that owing upon such contract or mortgage or upon any mortgage executed under either of the powers contained in this contract, a conveyance shall be made in the form above provided with a covenant by the grantee to assume and pay the same.

The following applies if the premises are subject to a mortgage:

Seller understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the seller of any liability that seller may have under the mortgage(s) to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation.

Non-payment of Taxes or Insurance

(c) That if default is made by Purchaser in the payment of any tax or special assessment or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment or premiums or procure such insurance and pay the premiums therefor, and any amount so paid shall be a further lien on the land payable by Purchaser to Seller forthwith with interest at 9.500 % per annum. This provision shall be effective only if Paragraph 2 (e) applies.

Disposition of Insurance Proceeds

(d) That during the existence of this contract, any proceeds received from a hazard insurance policy covering the land shall first be used to repair the damage and restore the property, with the balance of such proceeds, if any, being

distributed to Seller and Purchaser, as their interests may appear.

Assignment by Purchaser

(e) That Purchaser may at any time assign his interest in the premises as security and, in conjunction with such assignment, mortgage his interest in the premises. Purchaser may also assign his full right and title to the premises. That no assignment or conveyance by Purchaser shall create any liability whatsoever against Seller until a duplicate thereof duly witnessed and acknowledged, containing the residence address of the assignee, shall be delivered either personally or by certified mail to Seller and receipt therefor obtained. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt or acceptance thereon.

Possession

(f) That Purchaser shall have the right to possession of the land from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. If the land is vacant or unimproved, Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.

Right to Forfeit

(g) That should Purchaser fail to perform this contract or any part thereof, Seller immediately after such default shall have the right to declare this contract forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the land, together with additions and accretions thereto, and consider and treat Purchaser as his tenant holding over without permission and may take immediate possession of the land, and Purchaser and each and every other occupant remove and put out. If service of a notice of forfeiture is relied upon by Seller to terminate rights hereunder, a notice of intention to forfeit this contract shall have been served at least fifteen (15) days prior thereto.

Acceleration Clause

(h) That if proceedings are taken to enforce this contract by equitable action, after Purchaser shall have been in default for a period of forty-five (45) days or more, the entire amount owing hereon shall be due and payable forthwith anything herein contained to the contrary notwithstanding.

(i) That time shall be deemed to be of the essence of this contract.

Notice to Purchaser

(j) That any declarations, notices or papers necessary or proper to terminate, accelerate to enforce this contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with postage fully prepaid, addressed to Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States government mail.

Additional Clauses

(k) Seller has simultaneously herewith executed a Warranty Deed and placed same in escrow with Metropolitan Title Company.

Purchaser and seller understand that the regular monthly payments called for by the terms of the Land Contract will not pay the Land Contract amount owing in full by the end of the term of the contract. There will be a substantial lump sum payment due from purchaser to seller at that time.

Neither salespeople, brokers nor sellers have represented to purchaser that at the time required for payoff of this obligation there will be satisfactory mortgage financing available or that such financing will be at rates currently available or lower.

Purchaser understands that seller is under no obligation to extend this contract beyond the agreed upon termination date or to refinance the principal balance beyond said termination date, and the acceptance of payments beyond the

termination date does not constitute an election of remedies.

In the event payments are not received within 10 days from due date, a late fee of \$20.00 per payment shall be assessed. This is a service charge and is not interest. Purchaser further agrees and understands that assessment of the late fee does not constitute an election under the contract and that the seller may pursue any other remedies available in law or equity.

It is understood that this is a second Land Contract and the purchasers herein shall be entitled to evidence by the sellers herein of payments on the first Land Contract and in the event payment is not made, the purchasers herein may make such payment and credit the same to the balance then due on this contract.

It is further agreed by all parties that at no time shall the balance of the second Land Contract ever be less than the balance of the first Land Contract.

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.

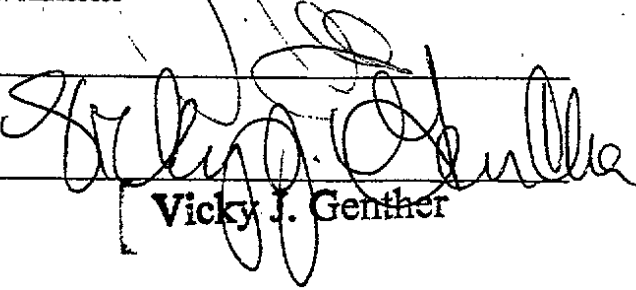
Interpretation of Contract

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 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

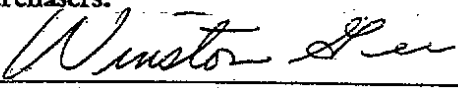
Signed, sealed and delivered by the parties in duplicate the day and year first above written.


Witnesses:



Vicky J. Genter

Purchasers:

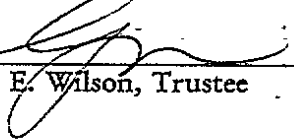


Winston Gee


Jeanette Gee

Sellers:

Carolyn E. Wilson Revocable Living Trust



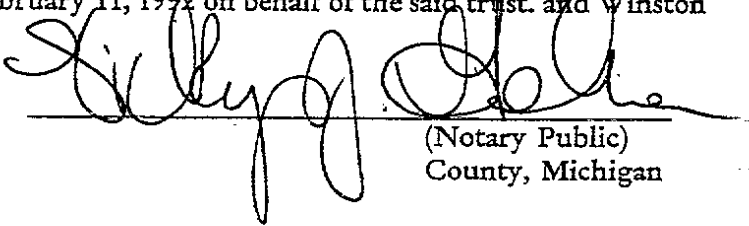
By: Carolyn E. Wilson, Trustee

State of Michigan
County of Livingston

The foregoing instrument was acknowledged before me this 8th day of August, 1997 by Carolyn E. Wilson, Trustee of the Carolyn E. Wilson Revocable Living Trust U/A/D February 11, 1992 on behalf of the said trust, and Winston Gee and Jeanette Gee, husband and wife

My commission expires:

VICKY J. GENTER
Notary Public, Livingston County, MI
My Commission Expires June 24, 2001



(Notary Public)
County, Michigan

Drafted by: Robert C. Kline
9984 E. Grand River
Brighton, Michigan 48116

Return to: Winston Gee
2591 W. Coon Lake Road
Howell, Michigan 48843

Tax Parcel Number: 10-27-100-005-401-47070, cml

File Number: L-228383

LEGAL DESCRIPTION

Commitment No.: L-228383

The land referred to in this Commitment, situated in the County of Livingston, Township of Marion, State of Michigan, is described as follows:

PARCEL NO. 5:

Part of the Northwest 1/4 of Section 27, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 27; thence along the North-South 1/4 line of said Section 27 and the centerline of Triangle Lake Road (66 foot wide Right of Way), South 00 degrees 17 minutes 38 seconds West 606.26 feet; thence along the centerline of a 66 foot wide private easement for ingress, egress and public utilities due West, 429.95 feet; thence due South 63.75 feet, to the point of beginning of the parcel to be described; thence due South, 30.00 feet; thence due West, 279.00 feet; thence due South 207.80 feet; thence due West, 597.33 feet; thence North 00 degrees 08 minutes 24 seconds East, 237.80 feet; thence due East, 875.77 feet, to the point of beginning.

EASEMENT PARCEL:

A 66-foot wide non-exclusive easement for ingress, egress and public utilities, being part of the Northwest 1/4 of Section 27, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 27; thence along the North-South 1/4 line of said Section 27 and the centerline of Triangle Lake Road (66 foot wide Right of Way), South 00 degrees 17 minutes 38 seconds West, 573.26 feet, to the point of beginning of the 66 foot wide private easement for ingress, egress and public utilities to be described; thence South 00 degrees 17 minutes 38 seconds West, 66.00 feet; thence due West, 306.27 feet; thence Westerly on an arc left, having a length of 70.81 feet, a radius of 50.00 feet, a central angle of 81 degrees 08 minutes 25 seconds and a long chord which bears South 49 degrees 25 minutes 47 seconds West, 65.04 feet; thence Northerly on an arc right, having a length of 305.40 feet, a radius of 75.00 feet, a central angle of 233 degrees 18 minutes 29 seconds and a long chord which bears North 54 degrees 29 minutes 11 seconds West, 134.06 feet; thence Northeasterly on an arc right, having a length of 127.76 feet, a radius of 263.00 feet, a central angle of 27 degrees 49 minutes 56 seconds and a long chord which bears North 76 degrees 05 minutes 02 seconds East, 126.50 feet; thence due East, 342.35 feet, to the point of beginning.

ALSO RESERVING THE FOLLOWING DESCRIBED EASEMENT "D": STORM DRAINAGE EASEMENT

Part of the Northwest 1/4 of Section 27, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 Corner of said Section 27; thence along the North-South 1/4 line of said Section 27 and the centerline of Triangle Lake Road (66 foot wide Right of Way), South 00 degrees 17 minutes 38 seconds West, 1012.51 feet; thence Due West, 706.87 feet; thence due North, 104.70 feet; thence Due West, 422.33 feet, to the POINT OF BEGINNING of the Private Storm Drainage Easement to be described; thence continuing Due West, 175.00 feet; thence North 00 degrees 08 minutes 24 seconds East, 75.00 feet; thence South 66 degrees 46 minutes 47 seconds East, 190.23 feet, to the POINT OF BEGINNING.