



**545 Timber Lane
Brooklyn, MI 49230**

**Residential
Real Estate Auction
BIDDER
INFORMATION
PACKET**

Brad Stoecker, MBA, CAI, AARE, AMM, CES, CMA

Auctioneer & Real Estate Broker

517-927-5028

Real Estate Auction

*****ONLINE BIDDING ONLY*****

545 Timber Lane, Brooklyn, MI 49230



Online Bidding Soft Closes:

Thursday, May 7 @ 7:00 PM

Open House Dates: (Feel free to bring your inspector!)

Sunday, May 3: Noon - 2 PM

Tuesday, May 5: 5 - 7 PM

Features:

- Lake Front Home on Timber Lake
- 2,600 +/- Finished Sq-Ft on .36 Acres
- Deeded Access to Wampler's Lake
- 4 Bedrooms & 3 Full Baths
- Private Lake Frontage with Dock
- 2-Car Attached Garage
- Gas Fireplace
- Main Floor Laundry Area
- 2nd Kitchen in Basement
- 10 Minutes from Michigan Speedway

For Bidder Packet and Online Auction Details Please Contact Us:

www.EpicAuctions.com

Brad Stoecker (Auctioneer/Broker)

517-927-5028

Info@EpicAuctions.com



Real Estate Auction Terms

Bidding Soft Closes starting at 7 Pm, Thursday, May 7, 2026

Commonly referred to as **545 Timber Lane, Brooklyn, MI 49230**

General Terms

- The selling price of this property shall be determined by competitive bidding via online only auction.
- It is the Bidder's responsibility to read and fully understand all Terms and Conditions and property information prior to bidding.
- This auction is to be conducted by Epic Auctions and Estate Sales, LLC, hereinafter referred to as Auctioneer or Auction Company, on behalf of the owners of the property, hereinafter referred to as Seller.
- The terms Bidder and Buyer shall be defined as the individual or any company representing or represented by that individual, including any and all of its agents, employees, representatives, officers, owners, members, or directors.
- Auctioneer is not responsible for acts or representations of Seller.
- Auctioneer reserves the right to update the Terms and Conditions and any property information at any time. Those will be effective immediately upon posting and the Bidder will be bound by those updated Terms and Conditions.
- The act of bidding shall constitute Bidder's acceptance of these Terms and Conditions in whole and individually. If any individual Term or Condition is later found to be unenforceable, Bidder agrees that all remaining Terms and Conditions shall remain valid and in full effect.
- Epic Auctions and Estate Sales, LLC, is acting solely in the role of Seller's Agent and will not act as Agent of any potential Buyer and owes no fiduciary responsibility to anyone other than the Seller.
- Auction company staff and Seller's family members may bid on their own behalf with the intent to purchase and take possession of the property.
- Auction company reserves the right to bid on behalf of the seller up to any reserve amount, if applicable.
- Bidders are encouraged to attend an Open House to inspect the property to their full satisfaction. If the Bidder is not satisfied with the condition of the property or they have any reservations about the bidding process, they are encouraged to discuss this with the auctioneer prior to the auction until they are satisfied or refrain from bidding.
- Bidders are permitted to bring professional inspectors to the open houses.
- Any information provided in auction advertisements and bidder information packets was obtained from sources believed to be accurate but are subject to verification by any parties relying on such information. No liability for accuracy, errors, or omissions is assumed by Auction Company or Seller.
- Representation by a Buyer Agent is not required for bidders to participate in the auction process, but Agents are welcome to assist Buyers with the process in accordance with the registration document posted on the Epic website.

Real Property Information

- Square footages are from public records. Buyer to confirm room counts and square footage.
- All properties are sold subject to any existing matters of record, all easements, and local zoning regulations.
- This property is sold “as-is” with no expressed or implied warranty provided by either Auctioneer or Seller.
- Auction Company assumes no liability or responsibility for any defects or deficiencies of the property, either known or not known by Seller.
- Bidder is expected to read and understand all available information regarding the property and to perform their own due diligence to be fully informed about the property prior to bidding.
- The property is served by a private well and septic system.
- No representations are made by the Seller or Auction Company regarding the condition or capacity of the well and septic systems.
- No well or septic inspections have been performed by Seller or Auction Company unless otherwise stated.

Road Access and Maintenance

- The property is accessed via a private road.
- The private road is not maintained by the local road commission.
- Maintenance, repair, snow removal, and upkeep are the responsibility of the property owners and/or may be governed by any recorded easements, agreements, or association provisions of record.
- Bidders are responsible for confirming the condition, accessibility, and any costs or obligations associated with the use and maintenance of the road.
- Buyer acknowledges that access to the property is via a private road and agrees to execute any required Private Road Notice in accordance with Michigan law at closing, if applicable.

Homeowners/ Property Owners Association

- The property is located within the Shawnee Shores Civic Improvement Association.
- The property may be subject to recorded covenants, restrictions, easements, and association provisions of record.
- The current annual association fee is reported to be approximately \$500, subject to change.
- By registering to bid and participating in the auction, bidders acknowledge that they have had the opportunity to review any available association information and agree to accept the property subject to all recorded and applicable association obligations.
- Buyers are responsible for independently verifying association rules, fees, account status, and any other obligations prior to bidding.
- Recorded documents include a Declaration of Easement referencing non-exclusive docking privileges; however, the extent of any actual docking use, if any, is subject to interpretation and association rules. Buyers are responsible for independently verifying any such use rights with the Shawnee Shores Civic Improvement Association prior to bidding.

Registration

- All bidders must be 18 years of age as of the date of bidder registration and provide their full legal name, mailing address, phone number, email address, and valid credit card information to register.
- All bidder identities will be verified to the satisfaction of the auction company. Any party that cannot be fully identified will have their bidder registration suspended, and any bidding activity will be deleted.
- A Buyer’s Agent may NOT register to bid on behalf of any buyer.
- Buyer’s Agents may assist buyers in understanding the auction process but must NOT place bids, register accounts, or act on behalf of any buyer.
- All bidders must register and place bids under their own legal name and account.

- Online bidder identities will be kept confidential except to the Auction Company staff and Seller.
- Auction company reserves the right to request proof of funds for the Earnest Money Deposit.
- Auction Company reserves the right to waive any or all registration requirements.
- Auction Company reserves the right to decline any registration or ban any registered bidder at any time.

Online Bidding

- All bidding will take place exclusively online through the designated auction platform. No in-person or phone bidding is available.
- Soft Close: If a bid is placed within the final minutes of the auction, the bidding period will automatically extend until no additional bids are placed during the extension.
- Auction Closing: The auction will officially close when the countdown timer reaches 00:00 (zero), provided no new bids have been placed in the final moments.
- If an internet outage, platform failure, or system malfunction occurs within the final two hours of bidding, the Auctioneer reserves the right to:
 1. Reopen bidding for the affected lot(s), or
 2. Extend the auction closing time at their sole discretion.
- The highest bidder at the time of closure will be contacted for confirmation before the auction is officially finalized.
- Neither Epic Auctions & Estate Sales, LLC, nor the Seller are responsible for:
 - Auction platform malfunctions.
 - Bidder's device, software, or internet issues.
 - Failure of the bidder to receive email or system notifications.
 - Any other technical disruptions that may prevent a bidder from participating.
- Bidders are strongly encouraged to place their bids early and ensure they have a stable internet connection to avoid last-minute issues.

Buyer's Premium

- There will be a **Ten Percent (10%)** Buyer's Premium charged for this auction. This amount will be added to Bidder's final bid to determine the final sales price.
 - *As an example:* If the Bidder's final bid is \$100,000, the 10% buyer's premium will be added to this amount to arrive at the final sale price of \$110,000. This final sale price will be the final price on which all transfer taxes and title insurance policies will be based.
- If the winning bidder is properly represented by a Buyer's Agent, an additional 2% Buyer's Premium, based on the final high bid amount, will be added to the sales price. This will be paid to the Buyer's Agent pursuant to the requirements in the Broker Registration Form.

Earnest Money/Down Payment/Deposit for Real Property

- A **\$10,000 non-refundable deposit** is required within 24 hours after the auction via wire transfer or certified bank cashier's check.
- Failure to submit the deposit and sign the Purchase Agreement within 24 hours will result in default, and the property may be offered to the next highest bidder.
- **Earnest money is non-refundable except in the event Seller cannot convey marketable title.**
- Earnest money will be held by Auctioneer until closing.
- Remaining balance is to be paid in full within 45 calendar days after the auction.

Contract Signing

- The high bidder, at the conclusion of the auction event, will receive a phone call confirming their final bid.
- The high bidder must meet with Auctioneer within 24 hours of the end of the auction to complete and sign the Purchase Agreement and deliver their earnest money deposit. Signing may be done electronically.

Buyer Financing

- Terms are **Cash or Conventional Financing Only (No FHA, MSHDA, VA, etc).**
- There are **no** contingencies for financing, appraisals, repairs, or inspections or any other requirements that may be required by the Buyer's mortgage company.
- Bidder is expected to have any needed pre-approvals in place for a mortgage, if necessary, prior to bidding.
- Proof of adequate funds for Earnest Money Deposit may be required at Auctioneer's discretion.

Closing

- All closing costs will be paid by the Buyer including title insurance, recording fees, title fees, and transfer taxes.
- Seller will execute a warranty deed conveying the property to Buyer at closing.
- Closing will be handled by Midstate Title from their East Lansing office. There will be no split closings. Closings can be handled remotely as needed.
- **Buyer must close within 45 calendar days from the close of the auction.**
- Seller will have up to 90 days from the date of official notice from the title company to clear any title defects that may be discovered prior to closing.
- Taxes will be pro-rated to the date of closing.
- Any closing that is delayed beyond 45 days without the written authorization of Seller and Auction Company due to any actions or inactions of Buyer or anyone working on behalf of Buyer, including lenders, inspectors, appraisers, etc., will cause Buyer to be in breach of contract. Buyer will forfeit all earnest money deposits and will be held responsible for any costs incurred by either Auction Company or Seller from the resale of the property.

Disputes

- In the event of any dispute regarding the auction and subsequent transfer of this property, all legal claims will be properly filed in **Eaton County**, in the State of Michigan.

The information contained in this document is subject to verification by all parties relying on it. Though every effort has been made to gather accurate and correct information, neither the Seller nor Epic Auctions & Estate Sales assumes any liability for its accuracy, and/or any errors or omissions. Conduct of the auction and increments of bidding are solely at the discretion of the Auctioneer. The Seller and Selling Agents reserve the right to prevent any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

Sale shall include 100% of the mineral, oil, water, and gas rights that may be owned by the Seller.

Neither Epic Auctions & Estate Sales nor the Seller will discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.

Epic Auctions & Estate Sales is acting only as the Seller's Agent regarding the sale of this property.



EPIC AUCTIONS and ESTATE SALES, LLC SALES OFFER

Dated: **May 7, 2026**

1. BUYERS, _____ hereinafter called "BUYER", whose address is _____ offers to buy from _____ hereinafter called "SELLER", the following real property located in the City/Town/Village of **Brooklyn**, County of **Lenawee**, State of Michigan, legally described as:

Lot 12, TIMBERLANE, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 38, Lenawee County Records.

More Commonly Known As: **545 Timber Lane, Brooklyn, MI 49230** Parcel #: **CA0-720-0120-00.**

This property is sold subject to any recorded covenants, restrictions, easements, and association provisions of record, including but not limited to the Shawnee Shores Civic Improvement Association, if applicable. The property includes all buildings, any gas, oil, and mineral rights owned by Seller, and all attached fixtures. Buyer acknowledges that access to the property is via a private road easement and agrees to execute any required Private Road Notice at closing in accordance with Michigan law.

EXCEPTIONS OR ADDITIONS: None.

2. The sales price will be: \$ _____.

3. METHOD OF PAYMENT: **ALL CLOSING FUNDS MUST BE PAID IN THE FORM OF A WIRE TRANSFER OR CASHIERS CHECK.**

4. FINANCING: This purchase is not contingent upon Purchaser obtaining financing. There are no Buyer Contingencies.

5. PRORATED ITEMS: Interest, rents, association fees, insurance if assigned, will be current and prorated to the date of Closing.

6. SPECIAL ASSESSMENTS and TAXES:

- a. SPECIAL ASSESSMENTS which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the SELLER.
- b. TAXES will be treated as if they cover the calendar year in which they become a lien. TAXES which become a lien in years prior to the year of Closing will be paid by SELLER without proration. TAXES which become a lien in year of Closing will be prorated so that SELLER will pay taxes from the first of the year to closing date and BUYER will pay taxes for balance of year, including day of Closing. If any bill for taxes is not issued as of the date of closing, the then current S.E.V. and tax rate and any administrative fee will be substituted and pro-rated.

7. CLOSING

- a. BUYER WILL PAY FOR all closing costs including all transfer taxes, title insurance, recording fees, etc.
- b. SELLER WILL PAY any outstanding assessments or taxes owed up to the date of closing.
- c. Closing will be handled by Midstate Title - ATA National Title Group. Closings can be handled remotely.

Buyer Initials _____

8. TITLE. If defects exist, SELLER will have 90 days after receiving written notice to remedy the defect(s). If SELLER is unable to cure defects within 90 days, BUYER may either: (a) terminate the contract and receive a full refund of the deposit; or (b) extend the period for remediation at BUYER's discretion.
9. BUYER AND SELLER ACKNOWLEDGE THAT EPIC AUCTIONS & ESTATE SALES, LLC IS ONLY ACTING AS THE SELLER'S AGENT.
10. SALE must be closed within 45 calendar days. Seller reserves the right to extend the closing date by up to 15 additional calendar days if necessary to resolve title, financing, or closing document issues, provided Buyer is notified in writing.
11. OCCUPANCY. The SELLER will deliver, and the BUYER will accept possession of the property at Closing. If the SELLER occupies the property, it will be vacated no later than the date of Closing.
12. AUCTION TERMS: BUYER ACKNOWLEDGES THAT THEY ARE BOUND BY THE AUCTION TERMS AND CONDITIONS THAT WERE PROVIDED AND AGREED TO PRIOR TO REGISTERING TO BID. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT IT "AS IS" AND IN ITS PRESENT CONDITION WITH ANY DEFECTS NOTED OR NOT NOTED AND AGREES THAT THERE ARE NO ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT AS SPECIFIED HEREIN.
13. SELLER'S DISCLOSURE. BUYER acknowledges that a SELLER'S Disclosure Statement has been provided, unless exempt under Michigan law.
14. BUYER DEPOSIT: **\$10,000** showing BUYER'S good faith will be deposited with the Auctioneer Company and will apply at closing as part of the purchase price. The earnest money deposit is non-refundable except in the event Seller is unable to convey marketable title, in which case the deposit shall be returned to Buyer. In the event of default by BUYER, SELLER shall have the option to either: (a) retain the deposit as liquidated damages, thereby terminating any further liability of BUYER; or (b) pursue legal or equitable remedies, in which case the deposit will be applied toward any damages awarded.
15. BUYER AND SELLER agree that any dispute related to this contract shall be submitted to mediation. This mediation shall be according to the National Association of Realtors (NAR) rules and procedures of the Homesellers/Homebuyers Dispute Resolution System. If the parties cannot reach a binding agreement in mediation, they have the right to use other legal remedies.
16. BUYER will not assign this Agreement without written consent of SELLER.
17. Seller shall maintain property insurance until the date of closing. If the property is materially damaged prior to closing, Buyer may either: (a) proceed with the purchase and receive any insurance proceeds; or (b) terminate this contract and receive a full refund of the deposit.
18. Make Deed to _____ (This can be adjusted prior to closing.)

The Buyer has read, fully understands, and approves the foregoing offer.

Dated: _____

Buyer: _____

Buyer: _____

Seller acknowledges receipt of Buyer's written offer and accepts it as presented.

Dated: _____

Buyer Initials _____

Seller: _____

Seller: _____

Epic Auctions and Estate Sales, LLC acknowledges receipt of Buyer's earnest money deposit in the amount of \$10,000 in accordance with the terms provided herein.

Dated: _____

Auctioneer: _____
Bradley A. Stoecker, Owner/Auctioneer/Broker

Buyer Initials _____



11040 Ransom Hwy, Dimondale, MI 48821 * 517-927-5028

SELLER'S DISCLOSURE STATEMENT (MCL 565.957(1))

Property Address: 545 Timber Lane, Brooklyn, Michigan.

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the seller disclosure act. This statement is a disclosure of the condition and information concerning the property, known by the seller. Unless otherwise advised, the seller does not possess any expertise in construction, architecture, engineering, or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the seller has not conducted any inspections of generally inaccessible areas such as the foundation or roof. This statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction and is not a substitute for any inspections or warranties the buyer may wish to obtain.

Seller's Disclosure: The seller discloses the following information with the knowledge that even though this is not a warranty, the seller specifically makes the following representations based on the seller's knowledge at the signing of this document. Upon receiving this statement from the seller, the seller's agent is required to provide a copy to the buyer or the agent of the buyer. The seller authorizes its agent(s) to provide a copy of this statement to any prospective buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the seller and are not the representations of the seller's agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between buyer and seller.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order (the items below are included in the sale of the property only if the purchase agreement so provides):

	Yes	No	Unknown	Not Available
Range/Oven	X			
Dishwasher	X			
Refrigerator	X			
Hood/fan	X			
Disposal	X			
TV antenna, TV rotor & controls				X
Electrical system	X			
Garage door opener & remote control	X			
Alarm system				X
Intercom				X
Central vacuum				X
Attic fan				X
Pool heater, wall liner & equipment				X
Microwave				X
Trash compactor				X
Ceiling fan	X			
Sauna/hot tub				X
Washer				X
Dryer				X
Lawn sprinkler system				X
Water heater	X			
Plumbing system	X			
Water softener/ conditioner	X			
Well & pump	X			
Septic tank & drain field	X			
Sump pump	X			
City Water System				X
City Sewer System				X
Central air conditioning	X			
Central heating system	X			
Wall furnace				X
Humidifier	X			
Electronic air filter				X
Solar heating system				X
Fireplace & chimney - GAS	X			
Wood burning system				X

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER
EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/crawl space:** Has there been evidence of water? No
If yes, please explain: _____
2. **Insulation:** Describe, if known
Urea Formaldehyde Foam Insulation (UFFI) is installed
Unknown X Yes _____ No _____
3. **Roof:** Leaks? Yes ___ No X Approximate age if known 10 yrs +/-
4. **Well:** Type of well (depth/diameter, age, and repair history, if known) _____
Has the water been tested? Yes _____ No X
If yes, date of last report/results: N/A
5. **Septic tanks/drain fields:** Condition, if known: _____
6. **Heating System:** Type/approximate age: NA7 Gas Forced Air
7. **Plumbing system:** Type: copper ___ galvanized ___ other Px/PVC
Any known problems? No
8. **Electrical system:** Any known problems? No
9. **History of infestation, if any:** (termites, carpenter ants, etc.) No
10. **Environmental Problems:** Are you aware of any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel, or chemical storage tanks and contaminated soil on the property.
Unknown X Yes _____ No _____
If yes, please explain: _____
11. **Flood insurance:** Do you have flood insurance on the property?
Unknown X Yes _____ No _____
12. **Mineral rights:** Do you own the mineral rights?
Unknown X Yes _____ No _____

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads, and driveways, or other features whose use or responsibility for maintenance may have an effect on the property?

Unknown _____ Yes _____ No X

2. Any encroachments, easements, zoning violations, or nonconforming uses?

Unknown _____ Yes _____ No X

3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowners' association that has any authority over the property?

Unknown _____ Yes X No ~~_____~~

4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors?

Unknown _____ Yes _____ No X

5. Settling, flooding, drainage, structural, or grading problems?

Unknown _____ Yes _____ No X

6. Major damage to the property from fire, wind, floods, or landslides?

Unknown _____ Yes _____ No X

7. Any underground storage tanks?

Unknown _____ Yes _____ No X

8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.?

Unknown _____ Yes _____ No X

9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge?

Unknown _____ Yes _____ No X

10. Any outstanding municipal assessments or fees?

Unknown _____ Yes _____ No X

11. Any pending litigation that could affect the property or the seller's right to convey the property?

Unknown _____ Yes _____ No X

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary:

The seller has lived in the residence on the property from [1994] to [2026].
The seller has owned the property since [1994]. The seller has indicated above the
condition of all the items based on information known to the seller. If any changes occur in the
structural/mechanical/appliance systems of this property from the date of this form to the date of
closing, seller will immediately disclose the changes to buyer. In no event shall the parties hold the
broker liable for any representations not directly made by the broker or broker's agent.

Seller certifies that the information in this statement is true and correct to the best of seller's
knowledge as of the date of seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE
PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY.
THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO
ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF
POTENTIAL ALLERGENS, INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD,
MILDEW, AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO
THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721 TO 28.732, IS
AVAILABLE TO THE PUBLIC. BUYERS SEEKING THAT INFORMATION SHOULD
CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S
DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY,
PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY
TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S
OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON
THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS.
UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE
SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

Seller Judith G. Wynn Date 2-21-26
Seller Kelley A. Kemper Date 2-21-26
Jerry Crawford 2-21-26
Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time: _____
Buyer _____ Date _____ Time: _____

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
Stewart Title Guaranty Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

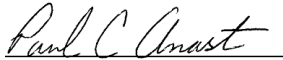
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

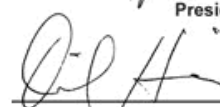
ATA NATIONAL TITLE GROUP, LLC



BY: PAUL C. ANAST
AUTHORIZED SIGNATORY

STEWART TITLE GUARANTY COMPANY




Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: ATA National Title Group, LLC
Issuing Office: 1600 Abbot Road, Suite 201
East Lansing, MI 48823
Ph:(517) 333-3982 Fax:(517) 333-6534
Issuing Office's ALTA® Registry ID: 1033513
Issuing Office File Number: 46-26988048-ELN
Property Address: 545 Timber Lane, Brooklyn, MI 49230
Revision Number:

SCHEDULE A

1. Commitment Date: March 25, 2026, at 8:00 am
2. Policy to be issued: Proposed Policy Amount
 - (a) ALTA® OWNERS POLICY WITH STANDARD EXCEPTIONS **TBD**
Proposed Insured:
 - (b) ALTA® LOAN POLICY WITHOUT STANDARD EXCEPTIONS **TBD**
Proposed Insured:
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in:
Judith Winn, Kelly Kennaw, Anthony M. Hartman, and Terry Crawford, as tenants in common
5. The Land is described as follows: Situated in the Township of Cambridge, County of Lenawee, State of Michigan
Lot 12, TIMBERLANE, according to the recorded plat thereof, as recorded in Liber 16 of Plats, Page 38, Lenawee County Records.

ATA National Title Group, LLC

By: Paul C. Anast
AUTHORIZED SIGNATORY

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SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed from Judith Winn, Kelly Kennaw, Anthony M. Hartman, and Terry Crawford, as tenants in common to recited purchaser.

The Land Division Act, specifically MCL 560.261, requires that in the event access to the land is by means of a private road which is not maintained by the County Road Commission, a Private Road Notice, executed by the Grantee(s), should be attached to the Deed.

6. Upon supplying the identity of the Proposed Insured and/or the amount of the policy to the Company, this commitment may be subject to such further requirements as may then be deemed necessary.
7. Mortgage executed by recited purchaser to recited mortgagee in the amount indicated.

8. PAYMENT OF TAXES: Tax Parcel No.: CA0-720-0120-00

2025 Winter Taxes in the amount of \$1,203.89 are PAID

2025 Summer Taxes in the amount of \$2,584.21 are PAID

Special Assessments: None

- 2025 State Equalized Value: \$190,700.00
- 2025 Taxable Value: \$138,549.00
- 2025 Principal Residence Exemption: 100%
- School District: Columbia School District

The amounts shown as due do not include collection fees, penalties or interest.

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SCHEDULE B, PART II
EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any facts, rights, interests or claims not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof of the Land.
3. Easements, claim of easements or encumbrances that are not shown in the Public Records and existing water, mineral, oil and exploration rights.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to lien for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. The lien, if any, of real estate taxes, assessments, and/or water and sewer charges, not yet due and payable or that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records; including the lien for taxes, assessments, and/or water and sewer charges, which may be added to the tax rolls or tax bill after the effective date. The Company assumes no liability for the tax increases occasioned by the retroactive revaluation or changes in the Land usage or loss of any homestead exemption status for the insured premises.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
8. Any rights, title, interest in or claims thereof to that portion of the land lying within any drain.
9. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
10. Easements over subject property as shown on the recorded plat.
11. Rights of others for ingress and egress over the easement as shown on the recorded plat.
12. Subject property abuts a private road easement which is not required to be maintained by the Board of County Road Commissioners of the County of Lenawee.

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13. Rights, if any, of the United States government, the State of Michigan, any other governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Timber Lake.
14. Any adverse claim based upon the assertion that some portion of the Land is bottom land or has been created by artificial means or has accreted to such portion so created.
15. Lake levels and special assessment district established by Lenawee Circuit Court, if any.
16. Easement granted to Consumers Energy Company recorded in Liber 600, Page 245, and in Liber 1123, Page 418.
17. Rights of others for ingress and egress and the terms, conditions and provisions which are recited in Easement for Driveway Purposes recorded in Liber 687, Page 129, and in Liber 772, Page 155.
18. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 770, Page 102. Affidavit for Modification of Restrictive Covenants recorded in Liber 951, Page 631. Default Judgment recorded in Liber 967, Page 63.
19. Terms, conditions and provisions as evidenced by Statement of Property Maintenance recorded in Liber 1271, Page 906.
20. Oil and Gas Lease recorded in Liber 2416, Page 113, Lenawee County Records together with any Assignments, Assignments of Working Interest, Assignments of Overriding Royalty Interest, Pooling Agreements, and/or Mortgages and Security Assignments affecting said lease, whether recorded or unrecorded.
21. Rights of others for ingress and egress and the terms, conditions and provisions which are recited in Declaration of Easement recorded in Liber 2477, Page 324.
22. The Parcel described in this commitment may be located within an association of land owners. The Policy to be issued will not insure against any loss or damage arising from the non-payment of any association dues and/or assessments.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that under applicable law illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Stewart Title Guaranty Company - All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029

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William Klaassen and wf Violet; Pearl O. Whitley aka P.O. Whitley and
wf Beatrice Whitley

first parties, in consideration of One Dollar (\$1.00) to them paid by the CONSUMERS POWER COMPANY, a Maine corporation authorized to do business in Michigan, at 212 W. Michigan Ave., Jackson, Michigan, second party, receipt of which is hereby acknowledged, Conveys and Warrants to the second party, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of poles, wires, cables, conduits and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and/or conducting a communication business on, over, under and across the following described parcel of land, including all public highways upon or adjacent to said parcel of land, which parcel is situate in the Township of Cambridge, County of Lenawee, and State of Michigan, to-wit:

A parcel of land in the Northwest one-quarter ($\frac{1}{4}$) of Section three (3), Township five (5) South, Range two (2) East, described as beginning at the Northwest corner of said section, thence East along the North line of said section 1733.40 feet to the place of beginning of this description, running thence East along the North line of said section 913.92 feet to the West shore of Timber Lake, so-called, thence Southerly along the shore of said lake South $47^{\circ} 19'$ West 205.22 feet, thence South $37^{\circ} 22' 02''$ West 268.12 feet, thence South $43^{\circ} 59' 22''$ West 278.77 feet, thence North $76^{\circ} 03'$ West 279.50 feet, thence South $73^{\circ} 20' 40''$ West 160.77 feet, thence South $56^{\circ} 04'$ West 20.56 feet, thence South $37^{\circ} 10' 35''$ West 60.24 feet, thence South $14^{\circ} 39' 50''$ West 127.55 feet, thence South $28^{\circ} 46' 40''$ West 56.54 feet, thence South $40^{\circ} 02' 10''$ West 63.93 feet, thence South $26^{\circ} 15' 40''$ West 332.08 feet, thence South $19^{\circ} 49' 10''$ West 141.39 feet, thence South $7^{\circ} 36' 40''$ East 60.93 feet, thence South $29^{\circ} 17' 50''$ East 158.69 feet, thence North $87^{\circ} 35' 30''$ West 426 feet, thence North $2^{\circ} 24' 30''$ East 270.59 feet, thence North $19^{\circ} 51' 30''$ East 695.79 feet, thence North $42^{\circ} 22'$ East 579.10 feet to the North line of said Section three (3), and the place of beginning.

The route to be taken by said lines of poles, wires, cables and conduits across, over and under said land being more specifically described as follows:

Second party may locate one route running South from the North line of said above described land for a distance of two hundred sixty-six (266) feet. The center line of above described route being two thousand thirty-six and sixty-one one-hundredths (2036.61) feet East of the Northwest corner of said section, and locate lines of poles and wires within

11-26-1961 9:50 am
LINA 500 PAGE 245

1888 600 245

the limits of the streets as now laid out or as may in the future be laid out on, over and across said above described land; also conveying the right to erect and maintain guy wires and anchors outside of said streets wherever necessary to support said lines of poles and wires. Also conveying the right for wires to overhang said land adjoining said streets wherever necessary. Said overhang shall not exceed twenty-five (25) feet from the street line.

With full right and authority to the second party, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such cables, conduits, poles and other supports, with all necessary braces, guys, anchors, manholes and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and/or communication, and to trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of said second party, interfere or threaten to interfere with or be hazardous to the construction, operation and maintenance of said lines. It is expressly understood that no buildings or other structures will be placed under such wires and/or over such cables without the written consent of said second party. It is expressly understood that non-use or a limited use of this easement by second party shall not prevent second party from later making use of the easement to the full extent herein authorized.

WITNESS the hands and seals of the parties of the first part, this 10th day of July, 19 61.

Signed, Sealed and Delivered

In Presence of:

~~XXXXXXXXXXXX~~ William Klaassen (I.S.)
William Klaassen

~~XXXXXXXXXXXX~~ Violet Klaassen (I.S.)
Violet Klaassen

Lillian Holdaway Pearl O. Whitley (I.S.)
Lillian Holdaway Pearl O. Whitley

Mrs. Billy Koerper Beatrice Whitley (I.S.)
Mrs. Billy Koerper Beatrice Whitley

File 112J-784

Parcel 3

WO#1065.8

EASEMENT FOR GAS PIPELINE

004976

LIBER 1123 PAGE 418

MURRAY W HESS and MARY M HESS, husband and wife

13401 Person Highway, Brooklyn, Michigan 49230

Grantor, for good and valuable consideration to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to lay, construct, operate, maintain, repair, inspect, improve, enlarge, replace and remove gas ~~transmission and~~ distribution facilities consisting of one pipeline with valves, connections and accessories, and lateral service lines where hereinafter indicated, in, under and across said land, including all public highways upon or adjacent to said land, which land is in the Township _____ of Cambridge _____, County of Lenawee _____ and State of Michigan, and described as:

The private drive within Timberlane, according to the recorded plat thereof, being a part of the Northwest fractional $\frac{1}{4}$ of Section 3, T 5 S, R 2 E.

RECORDED
JANUARY 10, 1990
REGISTER OF DEEDS
1990 MAY -2 PM 3:59
LENAWEE COUNTY
ADRIAN, MICH.

The route to be taken by said pipeline in, under and across said land is described as follows:

Wherever necessary to extend gas lines within the above-described private drive.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees, roots, brush or other vegetation which may, in the opinion of Grantee, interfere or threaten to interfere with or be hazardous to the construction, operation or maintenance of said facilities. Grantor agrees that no buildings or other structures will be placed over said facilities or within such proximity thereto as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein authorized.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this 29 day of January, 19 90.

WITNESSES:

Lois Kline
Lois Kline
JoAnn M. Schwartz
JoAnn M. Schwartz

Murray W. Hess
Murray W Hess
Mary M. Hess
Mary M Hess

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN)
) SS
COUNTY OF Lenawee)

The foregoing instrument was acknowledged before me this 29th day of January, 19 90, by Murray W Hess and Mary M Hess, husband and wife

JoAnn M. Schwartz
JoAnn M. Schwartz Notary Public
County Lenawee Michigan
Acting in Lenawee County, Michigan
My Commission Expires 11/20/92

KNOW ALL MEN BY THESE PRESENTS that we, Murray W. Hess and Mary Hess, husband and wife, of 13401 Person Highway, Brooklyn, Michigan, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto William Klaassen and Violet M. Klaassen, husband and wife, of 13075 Person Highway, Brooklyn, Michigan; and P. O. Whitley and Beatrice Whitley, husband and wife, of ~~8000 North Maple~~, Ann Arbor, Michigan, and to their heirs, devisees, legatees, successors and assigns FOREVER an easement for ingress and egress, which said easement is intended to be used in connection with a subdivision of which the grantees herein are the proprietors, for the consideration of less than One Hundred (\$100.00) Dollars, over and across the following described property situate and being in the Township of Cambridge, County of Lenawee, and State of Michigan, to-wit:

The North 66 feet of the West 1266.7 feet of the South 1/2 of the Northwest fractional 1/4 of Section 3, Town 5 South, Range 2 East.

TO HAVE AND TO HOLD the same unto their heirs, devisees, legatees, successors and assigns FOREVER for purposes of ingress and egress to the said subdivision of which the grantees are the proprietors on a nonexclusive basis and to be used by the grantees herein together with the grantors herein and their heirs, devisees, legatees, successors and assigns.

It is further agreed between the grantors herein and the grantees herein that the grantees herein shall maintain with the grantors herein on a 50/50 basis the above described property for driveway purposes as it is presently set up.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _____ day of August, 1969.

In the Presence of:

Grantors:

Murray W. Hess (SEAL)
Murray W. Hess

Mary Hess (SEAL)
Mary Hess

William Klaassen (SEAL)
William Klaassen

Violet M. Klaassen (SEAL)
Violet M. Klaassen

P. O. Whitley (SEAL)
P. O. Whitley

Beatrice Whitley (SEAL)
Beatrice Whitley

'69 AUG 5 AM 10 54

Raymond S. Dibble
REGISTER OF DEEDS
LENOWEE COUNTY, MICH.
STATE OF MICHIGAN)

COUNTY OF LENOWEE)

On this 5 day of August, 1969, before me, a Notary Public in and for said County, personally appeared Murray W. Hess and Mary Hess, and William Klaassen and Violet M. Klaassen, and P. O. Whitley and Beatrice Whitley, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

RAYMOND S. DIBBLE
Notary Public, Lenowee County, Mich.
My Commission Expires May 14, 1973

Raymond S. Dibble
Notary Public
Lenowee County, Michigan
My commission expires 5-14-73

WILLIAM F. NAVARENE
ATTORNEY AT LAW
131 N. MAIN STREET
BROOKLYN, MICH. 48220

EASEMENT FOR DRIVEWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS that we, Murray W. Hess and Mary Hess, husband and wife, of 13401 Person Highway, Brooklyn, Michigan, do by these presents, grant, bargain, sell, remise, release, alien and confirm unto William Klaassen and Violet M. Klaassen, husband and wife, of 13075 Person Highway, Brooklyn, Michigan, and P. O. Whitley and Beatrice Whitley, husband and wife, of 517 Timpe Lane, Brooklyn, Michigan, and to their heirs, devisees, legatees, successors and assigns FOREVER an easement for ingress and egress, which said easement is intended to be used in connection with a subdivision of which the grantees herein are the proprietors, for the consideration of less than One Hundred (\$100.00) Dollars, over and across the following described property situate and being in the Township of Cambridge, County of Lenawee, and State of Michigan, to-wit:

The North 66 feet of the West 1266.7 feet of the South 1/2 of the Northwest fractional 1/4 of Section 3, Town 5 South, Range 2 East.

TO HAVE AND TO HOLD the same unto their heirs, devisees, legatees, successors and assigns FOREVER for purposes of ingress and egress to the said subdivision of which the grantees are the proprietors on a nonexclusive basis and to be used by the grantees herein together with the grantors herein and their heirs, devisees, legatees, successors and assigns.

It is further agreed between the grantors herein and the grantees herein that the grantees herein shall maintain with the grantors herein on a 50/50 basis the above described property for driveway purposes as it is presently set up.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 4th day of August, 1969.

In the Presence of:

Grantor: Murray W. Hess (SEAL)

Mary Hess (SEAL)

Grantee: William Klaassen (SEAL)

Violet M. Klaassen (SEAL)

P. O. Whitley (SEAL)

Beatrice Whitley (SEAL)

Raymond S. Shepherd
Larry Stoneburner

RECORDED
REGISTER OF DEEDS

AUG 27 1 59 AM '73

STATE OF MICHIGAN
LENAAEE COUNTY
COUNTY OF LENAAEE

SCRIVNER
WILLIAM F. NAVARRE
ATTORNEY AT LAW
150 N. MAIN STREET
BROOKLYN, MICH. 49230
AREA CODE 517 592-2168

On this 4 day of August, 1969, before me, Notary Public, in and for said County, personally appeared Murray W. Hess and Mary Hess, William Klaassen and Violet M. Klaassen, and P. O. Whitley and Beatrice Whitley, to me known to be the same persons described in and who executed the within instrument, who each acknowledged the same to be their free act and deed.

Notary Public, Lenawee County, Michigan
My commission expires 5-14-73

RAYMOND S. SHEPHERD
Notary Public, Lenawee County, Mich.
My Commission Expires May 1-1-73
3.00

"TIMBERLANE"

JUL 30 2 28 PM '73

LEHIGH COUNTY
ADMINISTRATIVE

RESTRICTIVE COVENANTS

1. THE PURPOSE OF THESE RESTRICTIONS IS TO CREATE A COMMUNITY OF STRUCTURALLY SOUND HOMES WITHOUT DEPRECIATION IN VALUE BECAUSE OF THE CONSTRUCTION OR USE OF ANY DILAPIDATED, UNSIGHTLY OR UNSOUND DWELLINGS. ANY OWNER OF ANY INTEREST IN ANY LOT IN SAID SUBDIVISION SHALL HAVE THE RIGHT TO ENFORCE THESE RESTRICTIONS BY COURT ACTIONS TO ENJOIN THE BREACH OF ANY SUCH RESTRICTIONS, AND TO REMOVE ANY STRUCTURE, OR USE, WHICH VIOLATES ANY OF SAID RESTRICTIONS.

ALL LOTS IN THIS PLAT SHALL BE SUBJECT TO THE ABOVE RESTRICTIONS.

2. LAND USE AND BUILDINGS TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT WITH ONLY ONE STORY ABOVE GROUND LEVEL ON LAKE FRONT LOTS, AND PRIVATE GARAGE FOR NOT MORE THAN TWO CARS, WHICH SHALL EXTEND NOT MORE THAN 12 FEET FROM THE MAIN STRUCTURE IN A DIRECTION TOWARD THE ROAD.
3. NO COMMERCIAL STRUCTURE OR BUSINESS OF ANY KIND SHALL BE PERMITTED ON THE PREMISES, WITH EXCEPTION OF RENTING YOUR DWELLING, AND, NO FOR SALE SIGN OR ADVERTISING DEVICE OF ANY KIND SHALL BE ERECTED ON ANY LOT EXCEPT ON A NEW HOUSE PREVIOUSLY UNOCCUPIED WHICH IS OFFERED BY THE DEVELOPER OR BUILDER.

P. R. Whitley
Beatrice Whitley

William Kessler
Loretta M. Kessler

GENERAL PROVISIONS

1. TERM: THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF TEN YEARS FROM THE DATE THESE COVENANTS ARE RECORDED; AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

2. ENFORCEMENT: ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

3. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN FULL FORCE AND EFFECT.

P.O. Whitley
Beatrice & Whitley

William K. Kessler
Tulsa M. Kessler

TEMPORARY STRUCTURES: NO STRUCTURE OF A TEMPORARY CHARACTER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY.

4. NO PERSON SHALL MAINTAIN OR PERMIT A NUISANCE OF ANY NATURE ON HIS PREMISES. NO PERSON SHALL PERMIT ON HIS PREMISES AN OBNOXIOUS ACCUMULATION OF GARBAGE, OR TRASH, NOR ANY NOISE OR CONDUCT TENDING TO DISTURB THE PEACE AND QUIET OF THE NEIGHBORHOOD.
5. LIVESTOCK AND POULTRY: NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, OR CONSTITUTE A NUISANCE.
6. LAND NORMALLY FLOWED AND COVERED BY WATERS OF TIMBER LAKE IS NOT OWNED BY TIMBERLAKE SUBDIVISION AND REPARIAN RIGHTS IN AND TO SAID WATERS, OR TO LAND BELOW SAID WATERS CANNOT BE GRANTED.
7. THE OWNERS AND THEIR HEIRS RETAIN THE RIGHT TO CONVERT THE PRIVATE ROAD TO A PUBLIC ROAD WHEN REQUESTED TO DO SO IN WRITING BY TWO-THIRDS OF THE LOT OWNERS THEN OWNING THE LOTS IN THIS PLAT.

P. C. Whitley
Dianna Whitley

William Hansen
David M. Hansen

**AFFIDAVIT FOR MODIFICATION
OF
RESTRICTIVE COVENANTS**

STATE of MICHIGAN) :ss.
County of Lenawee)

Now comes Edith I. Holmes, Vice President of the Shawnee Shores Civic Improvement Association, a Michigan Non-profit Corporation, and after being first duly sworn, states as follows:

1. That the subject of this Affidavit is the Restrictive Covenant of the Timberlane Subdivision which said Covenant is recorded at Liber 770, pages 102, 103 and 104, Lenawee County Records, with particular reference to the Restrictive Covenants under the caption "GENERAL PROVISIONS" and Item No. 1. under "TERMS", said provision being recorded at Liber 770, page 103, Lenawee County Records and the Plat of Timberlane Subdivision is recorded at Liber 16, page 38, Lenawee County Records.

2. That this Affidavit is for the express purpose of amending or modifying the said **RESTRICTIVE COVENANTS** to add an additional restrictive covenant which reads as follows:

"In order to maintain and improve the Shawnee Shores and Timber Lake area, commencing September 1, 1982, and on September 1st of each year thereafter, the purchaser (or titleholder if title has been conveyed) shall pay association dues to the Shawnee Shores Civic Improvement Association Inc., its designated successors or assigns; the majority of the dues to be used to maintain the private roads. Annual payments shall be a lien on each lot if not paid by November 1st of each year; may be denoted by an affidavit recorded with the Register of Deeds, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in circuit court."

3. The Shawnee Shores Civic Improvement Association, by its officers, has obtained the written and signed assent of the owners of the lots within Timberlane Subdivision agreeing to change said covenants with the language herein set out above. Any person wishing to view said writings may contact the said Association by writing to the following address: Shawnee Shores Civic Improvement Association, 1 Hess Drive, Brooklyn, Michigan 49230.

Further Affiant saith not.

SHAWNEE SHORES CIVIC
IMPROVEMENT ASSOCIATION

By: Edith I. Holmes
Edith I. Holmes

Sworn and subscribed to before me, a Notary Public, this 29 day of July, 1993.

Prepared by:
Stross & Marks, P.C.
By: Howard C. Stross
247 East Chicago Street
Jonesville, Michigan 49250

Notary Public
Lenawee County, Michigan

My comm. expires: 11-17-86

RECORDED
Wm. H. H. H. H.
 REGISTER OF DEEDS

JUL 29 9 36 AM '83

LENAWEE COUNTY
ADRIAN, MICH.

CAROL J. WATSON
Nature Public
LENAWEE COUNTY, MI
MY COMM. EXPIRES 11-17-00

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF LENAWE

SHAWNEE SHORES CIVIC
IMPROVEMENT ASSOCIATION,
Plaintiff,

v.

GEOFFREY C. GODWIN,
BENEDICT A. REED,
JAMES THOMAS,
KENNETH SKIVER,
Individually and as repre-
sentatives of all persons
owning or having an interest
in land in certain subdivisions
as noted hereinbelow,
Defendants.

Judge John C. Timms (P21466)

File No. 83-10-2078 CZ

STATE OF MICHIGAN

COUNTY OF LENAWE SS.

I, Patricia J. Johnston, Clerk of Lenawee County and of the Circuit Court thereof, the same being a court of Record, and having a Seal, do hereby certify that I have compared the attached copy of

Default Judgment
with the original and have found it to be a correct transcript therefrom, and of the whole thereof.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Circuit Court this 14th day of

May 19 84
Patricia J. Johnston, Clerk

By: *Kathy Dip Lull*
Deputy Clerk

Stross & Marks, P.C.
By: Howard C. Stross (P25703)
Attorneys for Plaintiff

DEFAULT JUDGMENT FOR PLAINTIFF

At a session of said Court held in the City of
Adrian, County of Lenawee, Michigan, on the
14th day of May, 1984.

PRESENT: HONORABLE JOHN C. TIMMS, Circuit Judge

This matter having come on to be heard by the Court on the Motion for Default Judgment and the Complaint filed herein, and the Plaintiff being present in open Court by and through one of its corporate officers, John Noble, and the Court having heard testimony from the said John Noble, and the Defendant(s) as listed upon the Default having heretofore been filed with the Court, not having appeared and not having answered the Complaint, and the default of certain Defendants, both singular and plural, having been entered in this cause, and on Motion of Howard C. Stross, one of the attorneys for Plaintiff, that a default judgment be entered against such Defendants as listed within the

Howard C. Stross
247 E. Chicago St
Ironville, TN 37750

1700

RECORDED
INDEXED
MAY 14 11 51 AM '84
LENAWEE COUNTY
ADRIAN, MICH.

Defaults previously filed with the Court, which said listing is entitled "Exhibit A" and is attached hereto and thereby made a part hereof.

The Court having found in favor of the Plaintiff and against all the Defendants as specified within Exhibit A and this Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED AND ADJUDGED that the land comprising the plat of "Shawnee Shores" subdivision and the Restrictive Covenants to Timberlane subdivision, as more particularly identified below, shall be and the same are hereby amended with the below-stated additional restrictive covenants, which shall apply to and run with the said lands, and said lands shall be held, transferred, sold, conveyed and occupied subject to the following.

The following shall apply to the land comprising the Plat of "Shawnee Shores", a part of the northeast fractional one-quarter, Section 3, Town 5 South, Range 2 East, Cambridge Township, Lenawee County, Michigan, recorded at Liber 11 of Plats, page 45 and 46.

"In order to maintain and improve the Shawnee Shores and Timberlane area, commencing September 1, 1984, and on September 1 of each year thereafter, the purchaser (or titleholder if title has been conveyed) shall pay association dues to the Shawnee Shores Civic Improvement Association, Inc., its designated successors or assigns; the majority of the dues to be used to maintain the private roads. Annual payments shall be a lien on each lot if not paid by November 1 of each year; such may be denoted by an affidavit recorded with the Register of Deeds, and this lien may be enforced as are real estate mortgages by foreclosure by advertisement or in Circuit Court."

The following shall apply to the above-identified Shawnee Shores Subdivision lands and in addition thereto, the below shall apply to the restrictive covenants to Timberlane Subdivision, said covenants being recorded at Liber 770, pages 102, 103 and 104 and Liber 951, page 631, Lenawee County Records (the said Plat of Timberlane being a part of the Northwest fractional one-quarter, Section 3, Town 5 South, Range 2 East, Cambridge Township, Lenawee County, Michigan; said plat being recorded at Liber 16 of Plats, page 38, Lenawee County

Records).

"Any and all restrictive covenants appearing herein and at Liber 770, pages 102, 103 and 104, and Liber 951, page 631, Lenawee County Records, and any and all other restrictive covenants which are applicable to the individual lots within the subdivisions known as "Timberlane" and "Shawnee Shores" (as specifically identified hereinabove) all being recorded within the Lenawee County Records may be changed, amended, altered or revised at any time and from time to time, upon the following conditions: There must first be obtained the affirmative, majority vote of the members present in person, or by proxy, at any meeting of the Shawnee Shores Civic Improvement Association or its designated successors or assigns; any such meeting may be called by any officer or any member of the Board of Directors of the said Association by serving written notice of the time, date and place of meeting to each member of the Association (being all owners of record of the Shawnee Shores and Timberlane Subdivisions) at the respective last known addresses of said members as shall appear from the records of the Association or the Lenawee County Register of Deeds."

"The annual assessment for each lot within both the said Timberlane and Shawnee Shores Subdivisions shall be determined by the Board of Directors of the Shawnee Shores Civic Improvement Association, its designated successors or assigns in accordance with the Bylaws of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance. The Shawnee Civic Improvement Association, Inc., a Michigan Non-profit corporation, its successors or assigns, as hereinabove referred to shall be and the same is hereby empowered and assigned the powers of maintaining and administering the common or community properties, private roads and facilities referred to herein and administering and enforcing the said restrictive covenants, and collecting and disbursing the assessment charges as herein created."

IT IS FURTHER HEREBY ORDERED AND ADJUDGED that a certified copy of this Judgment may be recorded with the same effect as though the restrictive covenants stated hereinabove had been executed and recorded independently of this Judgment.

IT IS FURTHER HEREBY ORDERED AND ADJUDGED that a copy of this Judgment may be served upon the respective Defendants named within Exhibit A of the original of this Default Judgment

for Plaintiff, and served upon the said Defendants by regular first class U.S. Mail and the said copy of this Judgment is not required to have Exhibit A attached thereto, but may be served upon the respective Defendants as aforesaid with a special notice attached to the said copy of Judgment in a form which has been approved by the Court.

IT IS FURTHER HEREBY ORDERED AND ADJUDGED that Plaintiff shall and does hereby have awarded to it all allowable costs to be taxed to the Defendants on a pro-rata basis; such costs may be collected in the same manner as above-stated assessments.

H. John C. Timms
John C. Timms
 Circuit Judge
Signed 5/14/84

Mr. and Mrs. John Vesta <i>Nelle</i> 2383 Tecumseh Drive Brooklyn, MI 49230 Lot 1-Shawnee Shores	Mr. and Mrs. Herbert Elby 6549 Rockland Dearborn Heights, MI 48127 Lot 16-Shawnee Shores	Mr. and Mrs. Anthony Allevato 1816 Carlisle Dearborn, MI 48205 Lot 26--Shawnee Shores
Mr. and Mrs. Nicholas Klonaris 2379 Tecumseh Dr. Brooklyn, MI 49230 Lot 2--Shawnee Shores	Ms. Josephine Sitarz 2207 Harrison Inkster, MI 48141 Lot 18-Shawnee Shores	Ms. Myrna Sneltzer 34573 Glenwood Rd. Wayne, MI 48184 Lot 28-Shawnee Shores
Mr. and Mrs. Robert Bodette 3754 Tecumseh Drive Brooklyn, MI 49230 Lot 3-Shawnee Shores	Ms. Beatrice Trautwein 2343 Tecumseh Drive Brooklyn, MI 49230 Lot 19-Shawnee Shores	Mr. and Mrs. George W. Hartley 22144 Doxtator Dearborn, MI 48128 Lot 29-Shawnee Shores
Mr. Murray Hess 13401 Person Hwy. Brooklyn, MI 49230	Mr. Bill Golen 1501 N. Mildred Dearborn, MI 48128 Lot 20-Shawnee Shores	Mr. and Mrs. Geoffrey C. Godwin 2319 Tecumseh Rd. Brooklyn, MI 49230 430 N. <i>Dearborn</i> <i>Dearborn, MI 48128</i> Lot 30-Shawnee Shores
Mr. James Loomis 2369 Tecumseh Drive Brooklyn, MI 49230 Lot 7 & 8-Shawnee Shores	Mr. Gordon Lapham 41624 Bedford Canton, MI 48187 Lot 21-Shawnee Shores	Mr. Timothy Richard 5765 N. Adrian Hwy. Adrian, MI 49221 Lot 31-Shawnee Shores
Mr. and Mrs. Gleen Taub 2361 Tecumseh Drive Brooklyn, MI 49230 Lot 9, 10 and 11-Shawnee Shores	Mr. Melvin Stevenson 41647 Bedford Canton, MI 48187 Lot 21-Shawnee Shores	Mr. Daniel M. Mahoney 2643 Pemberton Toledo, OH 43606 Lot 32-Shawnee Shores
Mr. Charles Clark 2363 Tecumseh Drive Brooklyn, MI 49230 Lot 10-Shawnee Shores	Mr. and Mrs. Paul Parks 2337 Tecumseh Drive Brooklyn, MI 49230 Lot 21 & 22-Shawnee Shores	Mr. and Mrs. Gerald Sutherland 4747 Holland-Sylvania Sylvania, OH 43560 Lot 33-Shawnee Shores
Mr. Francisco Saez 2357 Tecumseh Drive Brooklyn, MI 49230 Lot 9, 10, 11 and 12-Shawnee Shores	Mr. and Mrs. Rolf Baumann 2335 Tecumseh Drive Brooklyn, MI 49230 Lot 23-Shawnee Shores	Mr. Chester Potters 17687 Wormer Detroit, MI 48219 Lot 34-Shawnee Shores
Mr. and Mrs. Kenneth Skiver 2359 Tecumseh Drive Brooklyn, MI 49230 Lot 13-Shawnee Shores	Ms. Rita Fraser 2332 Tecumseh Drive Brooklyn, MI 49230 Lot 24-Shawnee Shores	Ms. Nora Netterfield 1812 Appledore Toledo, OH 43606 Lot 35-Shawnee Shores
Mr. Joseph Joseph 5268 Hale Troy, MI 49098 Lot 14-Shawnee Shores	Mr. and Mrs. Wm. Krauss 1294 Lochmar Blvd. Gross Point, MI 48236 Lot 25-Shawnee Shores	Mr. and Mrs. Wm. Wright 2304 Timbertrail Brooklyn, MI 49230 Lot 36, 37-Shawnee Shores
Mr. and Mrs. Joseph O'Aprile 36063 Congress Court Farmington Hills, MI 48018 Lot 15-Shawnee Shores	Dr. Leo Gerhardstein 22033 Nottingham Birmingham, MI 48010 Lot 27-Shawnee Shores	

Mr. Lawrence Tyrchiewica 2300 Timber Trail Brooklyn, MI 49230 Lot 39, 40-Shawnee Shores	Mr. Al Leggat 1022 Eden Isle Dr. NE St. Petersburg, FL 33704 Lot 57-Shawnee Shores	Mr. and Mrs. Lawrence Sullenger 15181 Ayres Hwy. Tipton, MI 49287 Lot 86-Shawnee Shores
Mr. and Mrs. Rbt. Dennison 1101 Stearns Rd. Toledo, OH 43612 Lot 44-Shawnee Shores	Mr. George Balog 2953 Syckelmore Trenton, MI 48183 Lot 58-Shawnee Shores	Mr. Allen Monroe 14529 Harold Taylor, MI 48180 Lot 88-Shawnee Shores
Mr. and Mrs. Wm. Youngman 6138 Edgewater Dr. Toledo, OH 43611 Lot 47-Shawnee Shores	Mr. and Mrs. Ronald Green 600 Maple Cr. #307 Glenview, ILL 60025 Lot 59, 60-Shawnee Shores	Mr. Michael J. Roberts 17203 Ryland Detroit, MI 48240 Lot 89-Shawnee Shores
Mr. and Mrs. Michael Marceau 116 Timber Tr. 355 Old Oak Dr. Brooklyn, MI 49230 Saline, MI 48176 Lot 48-Shawnee Shores	Mr. and Mrs. Glennis Lapham 3133 Crestview Adrian, MI 49221 Lot 62-Shawnee Shores	Mr. Stanley Zaszczurynski 2350 Tecumseh Dr. Brooklyn, MI 49230 Lot 89-Shawnee Shores
Mr. and Mrs. Erich W. Anderson 672D Willowood Drive Maumee, OH 43537 Lot 49-Shawnee Shores	Mr. Wm. Wyman 137 Timbertrail Brooklyn, MI 49230 Lot 66-Shawnee Shores	Mr. and Mrs. Robert Hoffman 2360 Tecumseh Drive Brooklyn, MI 49230 Lot 89-Shawnee Shores
Mr. and Mrs. George Ficker 25702 Eton Dearborn Heights, MI 48125 Lot 50-Shawnee Shores		Mr. Thomas R. Cory 2354 Tecumseh Dr. Brooklyn, MI 49230 Lot 89-Shawnee Shores
Mr. and Mrs. Dennis Leonard 42628 Boulden Ct. Canton, MI 48187 Lot 51-Shawnee Shores	Ms. Marie DuShane 115 Timber Tr. Brooklyn, MI 49230 Lot 76-Shawnee Shores	Mr. Edward A. Dziedze 7654 Warwick St. Detroit, MI Timber Trail -Shawnee Shores
Mr. and Mrs. Victor Ankus 5219 Provincial Dr. Bloomfield Hills, MI 48013 Lot 52-Shawnee Shores	Mr. Benjamin Nelson 10001 Winthrop Detroit, MI 48227 Lot 77-Shawnee Shores	
Mr. Fred Davis 41732 Onaway Drive Northville, MI 48167 Lot 53, 54-Shawnee Shores	Dr. Leo Gerhardstein 2327 Tecumseh Drive Brooklyn, MI 49230 Lot 80-Shawnee Shores	
Mr. and Mrs. Arthur Brighton 3145 Maplewood Lambertville, MI 48144 Lot 55-Shawnee Shores	Mr. and Mrs. Melvin Stevenson 41647 Bedford Dr. Canton, MI 48187 Lot 84-Shawnee Shores	
Mr. and Mrs. Andy Balog 1689 Old Goddard Rd. Lincoln Park, MI 48146 Lot 56-Shawnee Shores	Mr. and Mrs. Gordon Lapham 41624 Bedford Canton, MI 48187 Lot 85, 87-Shawnee Shores	

Mr. and Mrs. Wm. Klaassen 9237 Wampers Lake Brooklyn, MI 49230	Mr. and Mrs. Alfons Rehme 26207 Meadowbrook Way Lathrup Village, MI 48076 Lot 11-Timberlane	Mr. Michael Reed 403 Center Dr. Tecumseh, MI 49286 Lot 22-Timberlane
Mr. Ken Rutherford 44606 Lakecrest Dr. Belleville, MI 48111 Lot 1-Timberlane	Mr. and Mrs. Wm. O'Shea 22511 Elena Dr. Farmington Hills, MI 48018 Lot 12-Timberlane	Mr. Seigfried Arndt 5175 Beach Rd. Troy, MI 48098 Lot 23-Timberlane
Mr. and Mrs. Lee Dawdy 437 Biltmore Dearborn Hgts. MI 48127 Lot 13-Timberlane	Mr. Robert Turnstrom 12708 Longtin Southgate, MI 48195 Lot 24-Timberlane	
Mr. George McLaren Jr. 24048 Currier Dearborn Hgts, MI 48125 Lot 3-Timberlane	Mr. James I. Thomas 553 Timberlane Brooklyn, MI 49230 Lot 14-Timberlane	Mr. Julius Bardoni 1605 10th Wyandotte, MI 48192 Lot 25-Timberlane
Ms. Angelica Forge 901 New York Dearborn, MI 48128 Lot 4-Timberlane	Mr. and Mrs. F. Stevart Murden 3907 Cypress Landing, East Winter Haven, FL 33880-9740	Mr. and Mrs. Franz Sailer 26925 Northmore Dr. Dearborn Heights, MI 48127 Lot 26-Timberlane
Mr. and Mrs. Jake Schira 6110 Evergreen Detroit, MI 48228 Lot 5-Timberlane	Mr. and Mrs. Walt Balamucki 116 S. Dey Detroit, MI 48217 Lot 16-Timberlane	Mr. Mathew Javonovich 28829 Essex Roseville, MI 48066 Lot 27 & 28-Timberlane
Mr. Wm Gougherty 521 Timberlane Brooklyn, MI 49230	Mr. Adam Sturk 565 Timberlane Brooklyn, MI 49230 Lot 17-Timberlane	Mr. and Mrs. Gerald Plank 340 S. Reynolds Rd. #250 Toledo, OH 43615 Lot 29-Timberlane
Mr. and Mrs. Stanley Stachura 31453 Gardendale Warren, MI 48093 Lot 7-Timberlane	Mr. and Mrs. Lester Reinke 558 Timberlane Brooklyn, MI 49230 Lot 18-Timberlane	Mr. and Mrs. David Gramling Timberlane Brooklyn, MI 49230 Lot 30-Timberlane
Mr. and Mrs. Benedict Reed 529 Timberlane Brooklyn, MI 49230 Lot 8-Timberlane	Ms. Edith Holmès 200 Burt St. Tecumseh, MI 49286 Lot 19-Timberlane	David H. Susewitz Catherine R. Bard 6459 Elizabeth Garden City, MI Lot 31-Timberlane
Mr. and Mrs. Alexander Osteika 15521 Parklane Livonia, MI 48154 Lot 9-Timberlane	Mr. and Mrs. James Barnett 128 S. Dey Detroit, MI 48209 Lot 20-Timberlane	
Thomas Luck 7477 Pentecost Hwy Tipton, MI 49287	Mr. and Mrs. Roger Byrd 37580 Hillcrest Dr. Wayne, MI 48184 Lot 21-Timberlane	Mr. Gordon Jensen 300 Timberlane Brooklyn, MI 49230

Geneva T. Rutherford 44606 Lakecrest Drive Belleville, MI 48111 Lot 1-Timberlane	Chester F. Trautwein 2343 Tecumseh Drive Brooklyn, MI 49230	Margie Gauss 2350 Tecumseh Drive Brooklyn, MI 49230
Bruno Cieslak Charlotte Cieslak 8232 Glengary Dearborn Hts., MI 48127	Nancy S. Lapham 2340 Tecumseh Drive Brooklyn, MI 49230	Edward A. Dziedze 7654 Warwick Street Detroit, MI
Thomas C. Luck 7477 Pentecost Highway Tipton, MI 49284	Vera Stevenson 2336 Tecumseh Drive Brooklyn, MI 49230	Daniel G. Jones Thomas H. Jones 7508 Admiralty Canton, MI 48187
Maria A. Turnstrom 12708 Longtin Southgate, MI 48195	Bernard Cousino Lucille Cousino 2336 Tecumseh Drive Brooklyn, MI 49230	James Wroten Donna Wroten 2389 Hess Drive Brooklyn, MI 49230
Mary M. Hess 13401 Person Highway Brooklyn, MI 49230	Eleanora Richard 2318 Tecumseh Drive Brooklyn, MI 49230	Herbert A. Dawdy 10656 Clinton Road Manchester, MI 48158
Connie Sue Loomis 2369 Tecumseh Brooklyn, MI 49230	Judith A. Mahoney 2317 Tecumseh Drive Brooklyn, MI 49230	
Raymond Guy Leah Guy 10266 Macon Road Tecumseh, MI 49286	Mary Ann Tyrchniewicz 31745 Alvin Garden City, MI 48135	
Sheron L. Clark 2363 Tecumseh Drive Brooklyn, MI 49230	Betty Youngman 6138 Edgewater Drive Toledo, Ohio 43611	
Dolores Saez 2357 Tecumseh Drive Brooklyn, MI 49230	Phyllis M. Davis 4732 Onaway Drive Northville, MI 48167	
John Kenosian Mary Kenosian 2359 Tecumseh Drive Brooklyn, MI 49230	Pansy L. Leggat 1022 Eden Isle Drive, NE St. Petersburg, FL 33704	
Doris C. Joseph 235 Tecumseh Drive Brooklyn, MI 49230	William Wyman Brenda Wyman 137 Timber Trail Brooklyn, MI 49230	

STATEMENT OF PROPERTY MAINTENANCE

THE SHAWNEE SHORES CIVIC IMPROVEMENT ASSOCIATION WAS FORMED ON OR ABOUT NOVEMBER 11, 1981. IT WAS DEEMED AND DECLARED LEGAL BY COURT ORDER ON MAY 14, 1984. CORPORATION DOCUMENTS WERE FILED WITH THE STATE OF MICHIGAN ON APRIL 20, 1982, WITH AN AMENDMENT ENTERED ON DECEMBER 7, 1989.

PURPOSE: THE SHAWNEE SHORES CIVIC IMPROVEMENT ASSOCIATION EXISTS IN ORDER TO UNITE THE PROPERTY OWNERS ALONG HESS DRIVE, TIMBERLANE, TECUMSEH DRIVE, TIMBER TRAIL AND TIMBER COURT IN MAINTAINING THE COMMON AREAS (i.e., roadways and parks).

FUNDS: A FIVE MEMBER BOARD IS ACTIVE FOR THE PURPOSE OF COLLECTING DUES IN THE AMOUNT OF \$75.00 PER LOT. (A LOT SHALL BE DEFINED AS ANY PARCEL OF PROPERTY HAVING A SINGLE TAX BILL LEVIED AGAINST IT). DUES ARE DUE AND PAYABLE ON OR BY NOVEMBER 1, OF EACH YEAR.

KNOW BY ALL THESE PRESENT THAT THE PARTY(S) HEREIN LISTED HAVE MET ALL THE DUES AND/OR SPECIAL ASSESSMENT REQUIREMENTS FOR WHICH THEY ARE RESPONSIBLE AND HAVE NO LIENS CHARGED AGAINST SAID PROPERTY.

PARTY(S)
JAMES COMPTON
8030 VIRGINIA LANE
NORTHVILLE, MICHIGAN 48167

LOT(S)
PLAT OF TIMBERLANE
LOT #11

RECORDED
JENNIFER D. HAWKINS
REGISTERED RECORDS
1993 SEP - 1 PM 3:56
LENAWEE COUNTY
ADRIAN, MICH.

In witness whereof, this instrument is executed on the 30th day of August, 1993.

Signed, sealed and delivered in the presence of:

Shawnee Shores Civic Improvement Association, a Michigan Corp.

Jacqueline Pankow
Adrienne Pankow
Shirley A. Pankow
Shirley A. Pankow
STATE OF MICHIGAN)
SS
COUNTY OF LENAWEE)

Harvey Hawkins
by: HARVEY HAWKINS
its, President

The foregoing instrument was acknowledged before me this 30th day of August, 1993, by Harvey Hawkins an officer of the Shawnee Shores Civic Improvement Association, on behalf of the Corporation.

My commission expires:
ARLENE RAE LOVE
Notary Public, Lenawee County, MI
My Commission Expires Dec. 11, 1995

Arlene R. Love
Notary Public Signature
Lenawee County, Michigan

THIS FORM PREPARED BY:

WHEN RECORDED, RETURN TO:

HARVEY HAWKINS

✓ SHAWNEE SHORES CIVIC IMPROVEMENT

#1 Hess Dr.

ASSOCIATION

Brooklyn, MI 49230

#1 HESS DR

Brooklyn, MICHIGAN 49230

9th Ret to ✓



OIL AND GAS LEASE (PAID UP)

THIS AGREEMENT is made as of the 17 day of November 2010, by and between **Robert Hartman and Scarlett Hartman*** husband and wife, of 545 Timber Lane, Brooklyn, Michigan 49230, hereinafter called Lessor (whether one or more), and **Midnight Oil, LLC**, a Michigan Limited Liability Company, of 1500 N. Telegraph, Dearborn, Michigan, 48128, hereinafter called Lessee. * aka Scarlett A. Hartman

1. Lessor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land described below, including all interests therein Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights, privileges and easements useful or convenient in connection with the foregoing and in connection with treating, storing, caring for, transporting and removing oil and/or gas produced from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, drill, establish and utilize wells and facilities for disposition of water, brine or other fluids, and for enhanced production and recovery operations, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Lenawee State of Michigan, and is described as follows:

Township 5 South, Range 2 East, (Cambridge Township, Lenawee County, Michigan)

Section 3: Land described as Lots 12 & 23 Timberlane. (0.72 acres)
Parcel Number: 46-CA0-720-0120-00 & 46-CA0-720-0230-00

THIS IS A NON-DEVELOPMENT OIL AND GAS LEASE

Notwithstanding anything to the contrary herein, Lessee shall not prospect, mine, explore, drill, lay or maintain pipe lines of any kind, build or maintain roadways, tanks, power stations, or any other structures of any kind, nor conduct any operations of any nature on the surface of the described property; provided however, Lessee and/or its assigns, agents, contractors or subcontractors may conduct seismic, geophysical or geochemical operations over and across said lands. It is understood however, that Lessee and/or its assigns may use said lands or any part thereof, to pool or communitize with other land to comprise an Oil and/or Gas Development Unit or directionally drill under said land from adjoining property to comprise an Oil and/or Gas Development Unit.

Containing 0.7200 acres, more or less, and all lands and interests therein contiguous or appurtenant to the land specifically described above that are owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all lands underlying all alleys, streets, roads or highways and all riparian or submerged lands along and/or underlying any rivers, lakes or other bodies of water. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons, regardless of gravity, produced at the well in liquid form by ordinary production methods, including condensate separated from gas at the well. The term "gas" when used in this lease shall mean hydrocarbons produced in a gaseous state at the well (not including condensate separated from gas at the well), helium, nitrogen, carbon dioxide and other gases.

2. It is agreed that this lease shall remain in force for a primary term of **Three (3)** year(s) from the date of this lease, and as long thereafter as operations are conducted upon said land or on lands pooled or unitized therewith with no cessation for more than 90 consecutive days; provided, however, that in no event shall this lease terminate unless production of oil and/or gas from all wells located on said land, or on lands pooled or unitized therewith, has permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following and any activities related thereto: preparing location for drilling, drilling, testing, completing, equipping, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

23.⁰⁰ ✓ see page 4

WITNESSES:

LESSOR:

Robert Hartman

Robert Hartman

Scarlette A Hartman

Scarlette Hartman , aka Scarlette A. Hartman

STATE OF MICHIGAN)

) ss. (Individual Acknowledgment)

COUNTY OF LENAWEЕ)

The foregoing instrument was acknowledged before me this 17 day of November,
2010, by Robert Hartman and Scarlette Hartman* husband and wife.
*aka Scarlette A. Hartman

My Commission Expires: 03/01/2015

Gerald E. Cochrane Jr.

Gerald E. Cochrane Jr.

Notary Public

Notary in Jackson County, Michigan.

Acting in Lenawee County, Michigan.

Prepared by: Gerald E. Cochrane Jr. ✕

✓ After recording return to: Midnight Oil,*6120 Stonecreek Dr., Jackson, Michigan 49201



DECLARATION OF EASEMENT

MURRAY W. HESS III, TRUSTEE OF THE MARY M. HESS TRUST DATED JULY 20, 1990 AS FIRST AMENDED AND RESTATED ON DECEMBER 3, 1996, whose address 219 Hidden Valley Lane, Castle Rock, Colorado, 80108 and the **MURRAY HESS FAMILY LIMITED LIABILITY COMPANY**, A Michigan Liability Company, whose address is 219 Hidden Valley Lane, Castle Rock, CO 80108, the Declarants, make this Declaration of Easement on the 14th day of October 2013, to establish an easement, subject to the following conditions:

1. **Background.** On the first day of March of 1954 the declarant's predecessors in title dedicated the Plat of Shawnee Shores, a part of the Northeast fractional 1/4 of Section 3, Town 5 South, Range 2 East, Cambridge Township, Lenawee County, Michigan. A Private road, known as "Hess Drive," was created on order to allow ingress and egress to the Plat of Shawnee Shores, from Person Highway. On December 27, 2004 the Lenawee County Clerk certified the amended Fractional Plat of Lots 64, 65, 66 and 67 and Outlot A, Shawnee Shores, hereafter referred to as "Amended Plat of Shawnee Shores." Hess Drive continued to provide ingress and egress to the lots contained in the amended plat of Shawnee Shores. Present property owners and other interests now demand a formal declaration of the private road known as Hess Drive to be an nonexclusive easement dedicated to the use of those persons owning parcels in the Plat of Shawnee Shores, and the amended Plat of Shawnee Shores, and those persons owning land, together with future land owners, which abuts Hess Drive or whose sole access is by way of Hess Drive.
2. **Affected Parcels.** The Declaration and establishing an easement over and through a portion of parcels, 1 and 2 as stated in this document and as set forth in Exhibit A for the purpose of providing ingress and egress to all parcels contained in the Plat of Shawnee Shores and in the amended Plat of Shawnee Shores, and to parcels (and future parcels) which abut the easement or to which the easement provides access.
3. **Declaration of Easement.** The declarants, for good and valuable consideration to be received in conjunction with the sale or re-sale of the benefited parcels or property, declare, grant, convey, and establish the following described easement for ingress and egress for use by persons and vehicles to burden parcels 1 and 2, as set forth on attached Exhibit A and to benefit all parcels contained in the Plat of Shawnee Shores, and all parcels contained in the Amended Fractional Plat of Lots 64, 65, 66 and 67 and Outlot A, Shawnee Shores, and parcels, including future parcels, which abut the easement or to which the easement provides access, to wit:

Real Property easement situated in the Township of Cambridge, County of Lenawee, and State of Michigan:
All that part of the South 1/2, Northwest fractional 1/4 and the Southwest 1/4, Northeast fractional 1/4, Section 3, Town 5 South, Range 2 East, described as beginning at the Northwest corner, South 1/2, Northwest fractional 1/4, and running thence N 88° 03' E 1310.83 feet along

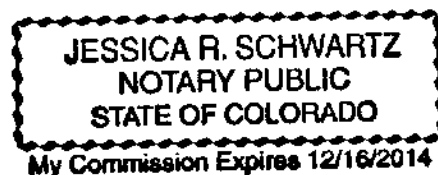
the north line of said South 1/2, Northwest fractional 1/4; thence N 88° 08' E 95.41 feet; thence S 51° 27' E 132.52 feet; thence along the arc of a 605.52 foot radius curve left 97.23 feet (chord bearing and distance being S 56° 03' E 97.12 feet); thence S 60° 39' E 96.73 feet; thence along the Arc of a 149.4 foot radius curve right 157.88 feet (chord bearing and distance being S 30° 22' 30" E 150.64 feet); thence S 0° 06' E 265.01 feet; thence along the arc of a 46.58 foot radius curve left 76.46 feet (chord bearing and distance being S 47° 07' 45" E 68.17 feet); thence N 85° 50' 30" E 368.85 feet; thence along the arc of a 316.50 foot radius curve right 137.36 feet (chord bearing and distance being S 81° 43' 30" E 136.29 feet); thence S 69° 17' 30" E 83.32 feet; thence along the arc of a 144.93 foot radius curve left 76.32 feet (chord bearing and distance being S 84° 22' 45" E 75.45 feet); thence N 80° 32' E 152.48 feet; thence along the arc of a 199.20 foot radius curve left 121.22 feet (chord bearing and distance being N 63° 05' 30" E 119.36 feet); thence N 45° 39' 30" E 305.65 thence S 08° 09' W 16.47 feet; thence S 44° 50' E 50.0 feet thence S 45° 39' 30" W 292.59 feet; thence along the arc of 259.20 foot radius curve right 157.73 feet (chord bearing and distance being S 63° 05' 30" W 155.31 feet); thence S 80° 32' W 152.48 feet; thence along the arc of a 204.93 foot radius curve right 107.93 feet (chord bearing and distance being N 84° 22' 45" W 106.68 feet); thence N 69° 17' 30" W 83.32 feet; thence along the arc of a 256.50 foot radius curve left 111.32 feet (chord bearing and distance being N 81° 43' 30" W 110.45 feet); thence S 85° 50' 30" W 368.85 feet; thence along the arc of a 106.58 foot radius curve right 174.94 feet (chord bearing and distance being N 47° 07' 45" W 155.96 feet); thence N 0° 06' W 265.01 feet; thence along the arc of a 89.40 foot radius curve left 94.47 feet (chord bearing and distance being N 30° 22' 30" W 90.13 feet); thence N 60° 39' W 96.73 feet; thence along the arc of a 665.52 foot radius curve right 106.86 feet (chord bearing and distance being N 56° 03' W 106.75 feet); thence N 51° 27' W 37.11 feet; thence along the arc of a 199.20 foot radius curve left 140.52 feet (chord bearing and distance being N 71° 39' 30" W 137.62 feet); thence S 88° 03' W 1310.7 feet to the Center of Person Highway; thence. N 02° 03' W 60.00 feet to the point of beginning.

4. **Use of the Easement.** The owners of the benefited parcels shall use the easement only for purpose of an access driveway to the benefited parcels of property. No structure, trees, plants, or objects shall be placed upon the easement, but properly placed traffic signs are allowed. The owners of parcels 1 and 2 may expand the use of this easement to include additional persons by dividing their property into smaller parcels if allowed by law.
5. **Interest in Realty.** The easement described in this document is for the use and benefit of the benefited parcels, shall be an appurtenance to the benefited parcels, shall run with the land and be an interest in realty and shall bind and benefit the owners and occupiers of the benefited parcels and their transferees, successors and assigns.
6. **Indemnity.** The owner of each benefited parcel shall indemnify the owner of each burdened parcel from all claims, judgments, costs and expenses (including attorney fees) in the connection with the exercise of the rights of use granted in this declaration, including from any claims based on injury to employees or contractors that is related to the construction, operation, maintenance, use, repair or replacement of the driveway or to any other activity by the owner of the benefited parcel or the owner's employees, agents, contractors, lessees, invitees or licensees on the easement or the burdened parcel.
7. **Notice.** Any notices sent under this easement shall be in writing and shall be sent by first-class mail to the owner of the parcel at the owner's mailing address.
8. **Governing Law.** This easement shall be governed by and interpreted in accordance with Michigan Law. Venue for any action brought under this easement shall lie in Lenawee, County, Michigan.

Dated: October 14, 2013

Murray W. Hess, III
Murray W. Hess, III
Trustee

STATE OF COLORADO)
)ss.
County of Douglas)



Subscribed and affirmed, or sworn to before me in the County of Douglas, State of Colorado, this 14 day October, 2013, by Murray W. Hess, III as Trustee of the Mary M. Hess Trust dated July 20, 1990 as first amended and restated on December 3, 1996.

My Commission Expires: 12/16/14 ✓

Jessica R. Schwartz
Jessica R. Schwartz Notary Public

Murray Hess Family Limited Liability Company

Dated: October 14, 2013

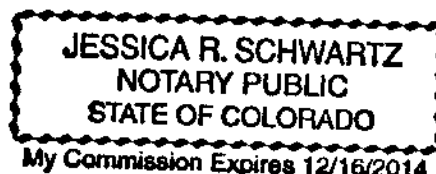
Murray W. Hess, III
By: Murray W. Hess, III
Its: Manager

STATE OF COLORADO)
)ss.
County of Douglas)

Subscribed and affirmed, or sworn to before me in the County of Douglas, State of Colorado, this 14 day October, 2013, by Murray W. Hess, III as manager of the Murray Hess Family Limited Liability Company, A Michigan limited liability company, for the company.

My Commission Expires: 12/16/14 ✓

Jessica R. Schwartz
Jessica R. Schwartz Notary Public



Drafted by:
Clarke F. Baldwin
Attorney at Law
204 E. Church Street
Adrian, MI 49221
(517) 263-7851

LIBER 2477 PAGE 0324 3 of 5

**EXHIBIT A
TO
DECLARATION TO EASEMENT
BURDENED PARCELS**

Premises situated in the Township of Cambridge, County of Lenawee and State of Michigan, to wit:

Parcel 1 (Mary M. Hess Trust Property)

The south half (1/2) of the northwest quarter (1/4) of Section 3, being eighty (80) acres, more or less.

EXCEPTING AND RESERVING THEREFROM the following parcel:

All that part of the Northwest fractional 1/4 of Section 3, Town 5 South, Range 2 East, described as beginning on the West line of Section 3, aforesaid, 549.16 feet North 2 degrees 10' 20" West from the West 1/4 corner of said Section 3; thence North 02 degrees 10' 20" West 474.64 feet along the said West line of Section 3; thence North 87 degrees 55' 55" East 260.40 feet; thence South 02 degrees 10' 20" East 474.64 feet; thence South 87 degrees 55' 55" West 260.40 feet to the point of beginning.

Parcel 2 (Murray Hess Family Limited Liability Company Property)

The Northeast 1/4, 160 acres, except plat of Shawnee Shores, also except that part commencing in West line of Timber Trail at a point located 11.97 feet South 20 degrees 15' West from Most Southerly corner of Lot 58, plat of Shawnee Shores, running thence North 36 degrees 25' West 216.57 feet, thence South 53 degrees 35' West 60 feet, thence South 38 degrees 43' East 249.69 feet to Westerly line of Timber Trail, thence North 20 degrees 15' East 60 feet to place of beginning, also except that part of Southwest 1/4 of the Northeast fractional 1/4 Section 3, commencing at most Southwesterly corner of Lot 1 on Plat of Shawnee Shores, thence South 48 degrees 53' West 181.08 feet, thence North 80 degrees 40' West 101.46 feet, thence North 82 degrees 10' East 171.59 feet, thence South 63 degrees 19' West 22.36 feet, thence North 34 degrees 54' West 19.90 feet, thence North 45 degrees 39' East 292.59 feet, thence North 68 degrees 51' East 115.42 feet to most Northwesterly corner of Lot 1, thence South 34 degrees 54' East 212.05 feet to the place of beginning, also except land beginning 83.78 feet South 20 degrees 15' West from most Southerly corner of Lot 58, said plat, running thence South 20 degrees 15' West 119.60 feet, thence North 36 degrees 26' West 322.31 feet, thence North 18 degrees 59' East 51.88 feet, thence North 36 degrees 25' West 6 feet, thence North 70 degrees 33' East 60 feet, thence 36 degrees 25' East 274.53 feet to the place of beginning, containing .71 acres, Section 3.

EXCEPTING AND RESERVING THEREFROM the following parcel:

Parcel A

All that part of the North 1/2 of Section 3, Town 5 South, Range 2 East, described as beginning 1468.73 feet South 01 degree 59' 53" East along the West line of said Section 3 and 2970.91 feet North 88 degrees 06' 32" East from the Northwest corner of Section 3, aforesaid; thence North 43 degrees 39' 13" West 400.27 feet; thence North 28 degrees 13' 40" East 101.00 feet; thence South 57 degrees 20' 34" East 71.96 feet; thence South 36 degrees 25' 47" East 328.80 feet; thence along the Westerly line of Timber Trail South 20 degrees 15' 00" West 78.06 feet and South 08 degrees 08' 41" West 2.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress for swimming purposes in Wamplers Lake over and across Lot 17, Shawnee Shores, as recorded in Liber 11 of Plats, Pages 45 and 46, Lenawee County Records.

ALSO TOGETHER WITH a non-exclusive easement for docking privileges over the following described land: All that part of the Northeast 1/4 of Section 3, Town 5 South, Range 2 East, described as beginning on the South side of Hess Drive 115.42 feet South 68 degrees 51' West and 292.59 feet South 45 degrees 39' 30" West from the Northwest corner of Lot 1, Shawnee Shores, as recorded in Liber 11 of Plats, Pages 45 and 46, Lenawee County Records; thence

South 34 degrees 54' East 19.90 feet; thence South 65 degrees 19' West 164.02 feet; thence South 46 degrees 33' West 47.79 feet; thence South 12 degrees 46' West 45.09 feet; thence South 08 degrees 39' East 64.32 feet; thence South 28 degrees 12' 23" East 52.62 feet; thence South 55 degrees 56' West 55.25 feet; thence North 09 degrees 28' West 195.08 feet; thence along a 25.00 foot radius curve right 39.27 feet (long chord bearing and distance being North 35 degrees 32' East 35.36 feet); thence continuing along the said South side of Hess Drive North 80 degrees 32' East 67.48 feet and along a 259.20 foot radius curve left 157.73 feet (long chord bearing and distance being North 63 degrees 06' East 155.31 feet) to the place of beginning. Also the land lying between the Southerly extension of the East line (South 34 degrees 54' East 19.90 feet) and Easterly extension of the South line (South 55 degrees 56' West 55.25 feet) and the waters edge of Houghton Lagoon.

Reference: Timber Trail

Parcel B

All that part of Lot 9, Shawnee Shores, as recorded in Liber 11 of Plats, pages 45 and 46, Lenawee County Records, and all that part of the Northeast fractional 1/4 of Section 3, Town 5 South, Range 2 East, described as beginning on the North line of said Lot 9, 34.24 feet North 75 degrees 25' East from the Northwest corner of said Lot 9; thence North 75 degrees 25' East 20.20 feet; thence South 6 degrees 37' East 108.63 feet; thence South 77 degrees 25' West 20.20 feet; thence North 6 degrees 37' West 108.63 feet to the place of beginning.

Parcel C

All that part of Lots 8 and 9, Shawnee Shores, as recorded in Liber 11 of Plats, Pages 45 and 46, Lenawee County Records and part of the Northeast fractional 1/4 of Section 3, Town 5 South, Range 2 East, described as beginning at the Northwest corner of Lot 9 aforesaid; thence North 75 degrees 23' 40" East (recorded as North 75 degrees 25' East) 54.44 feet along the North line of said Lot 9; thence continuing along the Westerly, Northerly and Westerly lines of parcels described in a deed recorded in Liber 1184, Pages 317 and 318, Lenawee County Records, South 06 degrees 37' 00" East 48.40 feet and South 77 degrees 25' 00" West 35.04 feet (recorded as 35.00 feet) and South 05 degrees 33' 00" East 43.54 feet to the face of a concrete seawall; thence continuing along the said face of the seawall (being the waters edge of Houghton Lagoon) North 48 degrees 23' 16" West 5.52 feet and North 53 degrees 14' 20" West 3.58 feet and North 55 degrees 13' 18" West 14.84 feet and North 38 degrees 04' 43" East 1.50 feet; thence leaving the said concrete seawall and continuing along the said waters of Houghton Lagoon North 47 degrees 57' 47" West 7.58 feet and North 77 degrees 22' 31" West 11.90 feet and South 75 degrees 53' 27" West 7.25 feet; thence North 14 degrees 48' 17" West 58.30 feet to the North line of said Lot 8; thence North 75 degrees 23' 40" East 30.13 feet (recorded as 30.0 feet) to the point of beginning;

EXCEPTING THEREFROM ALL THAT PART OF THE FOLLOWING DESCRIBED PARCEL THAT MAY BE CONTAINED IN THE ABOVE LEGAL DESCRIPTION: All that part of Lot 9, Shawnee Shores, as recorded in liber 11 of Plats, Pages 45 and 46, Lenawee County Records, and all that part of the Northeast fractional 1/4 of Section 3, Town 5 South, Range 2 East, described as beginning on the North line of said Lot 9, 34.24 feet North 75 degrees 25' East from the Northwest corner of said Lot 9; thence North 75 degrees 25' East 20.20 feet; thence South 6 degrees 37' East 108.63 feet; thence South 77 degrees 25' West 20.20 feet; thence North 6 degrees 37' West 108.63 feet to the place of beginning.

Parcel D

All that part of the North 1/2, of Section 3, Town 5 South, Range 2 East, further described by Michael J. Bartolo, Professional Surveyor, as commencing at the Northwest corner of Section 3; thence South 01 degree 59' 08" East (record South 01 degree 59' 53" East), 1468.73 feet along the West line of Section 3 (centerline of Person Highway); thence North 88 degrees 07' 28" East, 2971.10 feet (record North 88 degrees 06' 32" East, 2970.91 feet) for a point of beginning; thence South 08' 20' 15" West (record South 08 degrees 08' 41" West), 63.46 feet along the West line of Timber Trail; thence North 43 degrees 39' 13" West, 413.56 feet; thence North 03 degrees 15' 50" East (record North 03 degrees 16' 36" East), 22.19 feet; thence North 28 degrees 18' 12" East (record North 28 degrees 13' 40" East), 35.54 feet; thence South 43 degrees 39' 13" East, 400.65 feet (record 400.27 feet) to the point of beginning.

! We have released our refreshed version of BS&A Online as of April 1st.

545 TIMBER LANE

BROOKLYN, MI 49230
Parcel #CA0-720-0120-00
Property Owner: WINN JUDITH & KENNAW KELLY &

Owner and Taxpayer Information

Owner	WINN JUDITH & KENNAW KELLY & HARTMAN ANTHONY & CRAWFORD TERRY 545 TIMBER LANE BROOKLYN, MI 49230
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Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2025

Property Class	401 RESIDENTIAL-IMPROVED
School District	COLUMBIA SCHOOL DISTRICT
MAP #	No Data to Display
IMPRV/VAC	0
FIELDWORK	Not Available
USER ALPHA 3	Not Available
Historical District	Not Available
IMPRV/VAC	Not Available

Unit	CA0 CAMBRIDGE TOWNSHIP
Assessed Value	\$190,700
Taxable Value	\$138,549
State Equalized Value	\$190,700
Date of Last Name Change	02/12/2026
Notes	Not Available
Census Block Group	Not Available
Exemption	No Data to Display

Principal Residence Exemption Information

Effective Date	No Data to Display
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Principal Residence Exemption	June 1st	Final
2025	100.0000%	100.0000%

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$167,900	\$167,900	\$134,384
2023	\$137,900	\$137,900	\$127,985
2022	\$132,900	\$132,900	\$121,891

Land Information

Zoning Code	RE
Land Value	\$119,600
Renaissance Zone	No
ECF Neighborhood	LK-18: TIMBER LAKE LAKEFRONT
Lot Dimensions/Comments	LF

Total Acres	0.360
Land Improvements	\$6,634

Renaissance Zone Expiration Date	No Data to Display		
Mortgage Code	No Data to Display		
Neighborhood Enterprise Zone	No		
Lot(s)	Frontage	Depth	
Lot 1	92.00 ft	0.00 ft	

Legal Description

LOT 12 TIMBERLANE.

Land Division Act Information

Date of Last Split/Combine	No Data to Display		
Date Form Filed	No Data to Display		
Date Created	No Data to Display		
Acreage of Parent	0.00		
Split Number	0		
Parent Parcel	No Data to Display		
Number of Splits Left	0		
Unallocated Div.s of Parent	0		
Unallocated Div.s Transferred	0		
Rights Were Transferred	Not Available		
Courtesy Split	Not Available		

Sale History

Sale Date	Sale Instrument Price	Grantor	Grantee	Terms of Sale	Liber/Page
11/11/2025	\$0.00 OTH	HARTMAN, SCARLETTE A		07-DEATH CERTIFICATE	2695--378
01/31/2018	\$0.00 QC	HARTMAN, SCARLETTE	HARTMAN, SCARLETTE, L/E	18-LIFE ESTATE	2558-411
05/12/2017	\$0.00 OTH	HARTMAN, ROBERT HAROLD, DEC'D		07-DEATH CERTIFICATE	2558-409
06/30/1994	\$0.00 WD	O'SHEA/WILLIAM & BRIDGET//	HARTMAN/ROBERT & SCARLETTE//	03-ARM'S LENGTH	13210572
04/04/1944	\$0.00 OTH			03-ARM'S LENGTH	07230086
01/01/1900	\$0.00 WD	00000		21-NOT USED/OTHER	08010779

Building Information - 1472 sq ft OTHER (Residential)

General	
Floor Area	1,472 sq ft
Garage Area	480 sq ft
Foundation Size	1,472 sq ft
Estimated TCV	\$256,629
Basement Area	1,472 sq ft
Year Built	1994
Occupancy	Single Family
Effective Age	30 yrs
Percent Complete	0%
AC w/Separate Ducts	No
Year Remodeled	No Data to Display
Class	C
Tri-Level	No
Heat	Forced Heat & Cool
Wood Stove Add-on	No
Basement Rooms	0

How can I help you today?

1st Floor Rooms	0
2nd Floor Rooms	0
Bedrooms	3

Water	Water Well
Sewer	Septic
Style	OTHER

Area Detail - Basic Building Area

Height	Foundation	Exterior	Area Heated
1 Story	Basement	Siding	1,472 sq ft 1 Story

Basement Finish

Recreation	1,300 sq ft
Living Area	0 sq ft
Walk Out Doors	2

Recreation % Good	0%
Living Area % Good	0%
No Concrete Floor Area	0 sq ft

Plumbing Information

3 Fixture Bath	2
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Built-In Information

Dishwasher	1
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Fireplace Information

Dishwasher	1
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Garage Information

Area	480 sq ft
Foundation	42 Inch
Year Built	1994
Auto Doors	0

Exterior	Siding
Common Wall	1 Wall
Finished	No
Mech Doors	0

Porch Information

CPP	45 sq ft
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Foundation	Standard
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Deck Information

Treated Wood	432 sq ft
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Building Information - 0 sq ft Two-Story (Residential)

General

Floor Area	0 sq ft
Garage Area	0 sq ft
Foundation Size	0 sq ft

Estimated TCV	No Data to Display	How can I help you today?
Basement Area	0 sq ft	
Year Built	No Data to Display	
Occupancy	Single Family	
Effective Age	20 yrs	
Percent Complete	100%	

AC w/Separate Ducts	No
Year Remodeled	<i>No Data to Display</i>
Class	CD
Tri-Level	No
Heat	Forced Air w/ Ducts
Wood Stove Add-on	No
Basement Rooms	0
1st Floor Rooms	0
2nd Floor Rooms	0
Bedrooms	0
Water	<i>No Data to Display</i>
Sewer	<i>No Data to Display</i>
Style	Two-Story
Basement Finish	
Recreation	0 sq ft
Living Area	0 sq ft
Walk Out Doors	0
Recreation % Good	0%
Living Area % Good	0%
No Concrete Floor Area	0 sq ft
Plumbing Information	
3 Fixture Bath	1

How can I help you today?

545 TIMBER LANE

BROOKLYN, MI 49230
Parcel #CA0-720-0120-00
Property Owner: WINN JUDITH & KENNAW KELLY &

Owner and Taxpayer Information

Owner	HARTMAN, SCARLETTE 545 TIMBER LANE BROOKLYN, MI 49230
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Amount Due

Delinquent Taxes: \$0.00

Taxpayer	SEE OWNER INFORMATION
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Legal Description

Legal Description not on file.

Tax History

Year Season	Total Amount	Total Paid Last Paid	Total Due
2025 Winter	\$1,203.89	\$1,203.89 12/19/2025	\$0.00
2025 Summer	\$2,584.21	\$2,584.21 08/08/2025	\$0.00
2024 Winter	\$1,173.44	\$1,173.44 02/13/2025	\$0.00
2024 Summer	\$2,510.27	\$2,510.27 08/20/2024	\$0.00
2023 Winter	\$1,127.36	\$1,127.36 01/23/2024	\$0.00
2023 Summer	\$2,391.43	\$2,391.43 07/20/2023	\$0.00
2022 Winter	\$1,073.53	\$1,073.53 01/10/2023	\$0.00
2022 Summer	\$2,277.58	\$2,277.58 08/25/2022	\$0.00
2021 Winter	\$1,029.08	\$1,029.08 12/17/2021	\$0.00
2021 Summer	\$2,211.67	\$2,211.67 09/02/2021	\$0.00

How can I help you today?

How can I help you today?

