

NONEXCLUSIVE UNDERGROUND ELECTRIC UTILITY EASEMENT

THIS NONEXCLUSIVE UNDERGROUND ELECTRIC UTILITY EASEMENT is made this 16th day of September, 1992, by and between GOOD WILL CO., INC., a Michigan corporation (the "Grantor"), of 2929 Walker, N.W., Grand Rapids, Michigan 49504, and THE DETROIT EDISON COMPANY, a Michigan corporation (the "Grantee"), of 2000 Second Avenue, Detroit, Michigan 48226.

R E C I T A L S

A. Grantor is the fee simple owner of a parcel of land containing approximately 53.737 net acres fronting on Allen Road near the intersection of West Road and Allen Road in the City of Woodhaven, Wayne County, Michigan (the "Grantor's Property").

B. Grantee has installed an underground electric transmission line running south off Carter Road across a portion of Grantor's Property for back-up electric service to Grantor's Property, and Grantee has requested that Grantor grant to it a utility easement for said underground electric transmission line.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual 10-foot wide nonexclusive underground easement for an electric transmission line, as legally described below and depicted in the attached Exhibit A (the "Easement Area"):

Part of the Southeast 1/4 of Section 15, Town 4 South, Range 10 East, City of Woodhaven, Wayne County, Michigan, described as commencing at the East 1/4 corner of said Section; thence South 81°18'10" West 60.76 feet across the West right-of-way of Allen Road to the Northeast corner of Lot 24 of Steel Manor Industrial Subdivision recorded in Liber 90 of Plats, Page 36 of Wayne County Records, thence South 81°18'10" West 287.80 feet along the North line of Lot 24 to the Northwest corner of Lot 24 of said subdivision, thence South 82°48'34" West 5.04 feet to the centerline of a 10-foot wide utility easement, also the point of beginning; thence South 00°04'30" East 372.95 feet, parallel to the West line of Lots 21, 22, 23 and 24 of the Steel Manor Industrial Subdivision to the point of ending of said utility easement.

2. Use of Easement; Encumbrances. This nonexclusive easement may be used by Grantee only for the purposes of laying, constructing, operating, maintaining, repairing, inspecting,

92 235208

RECORDED RIGHT OF WAY NO. 43804

FORESTER, YOUNGBLOOD,
REGISTER OF DEEDS
WAYNE COUNTY, MI

92 OCT 29 PM 1:21

25⁰⁰

replacing and removing an underground electric transmission line (the "Facilities") for the transmission of electric energy, together with the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of the Facilities, all within the Easement Area.

Grantee acknowledges that Grantor's Property is subject to all existing covenants, easements, restrictions, rights-of-way, and encumbrances affecting the Easement Area. Grantee further acknowledges that Grantor may grant other encumbrances over the Easement Area which do not unreasonably interfere with the uses permitted to Grantee hereunder.

3. Grantor's Use of Easement Area. Grantor and its successors or assigns may use the Easement Area for parking and access to its property and for any other purpose which would not unreasonably interfere with the uses permitted to Grantee hereunder, including, without limitation, landscaping, construction of driveways, curbing, paved parking areas and related improvements; provided that no buildings or permanent structure shall be constructed within the Easement Area.

4. Relocation of Easement. Grantee agrees that in the event Grantor desires to relocate the Facilities to any other location on Grantor's property, Grantee will cooperate with Grantor in connection with such relocation, provided Grantor pays for the cost of any relocation made at Grantor's request, and further provided that the relocation shall be performed by Grantee. In the event of any such relocation, the parties agree to amend the exhibits attached hereto, as required, in order to reflect of record the new location of the Facilities.

5. Maintenance of Facilities. Grantee agrees to install the Facilities and, so long as the Facilities remain in place, maintain the Facilities in good order and repair at Grantee's expense.

6. Manner of Work; Restoration. Grantee agrees to perform any construction, maintenance, repair, inspection, replacement, or removal of, or other work upon, the Facilities in an expeditious and workmanlike manner so as to minimize interference with the use of the Easement Area, and the conduct of business thereon, by Grantor or Grantor's successors or assigns. Promptly after completing the activity, Grantee will at its sole expense restore the Easement Area, and any improvements including driveways, roads, pavement, curbs, and landscaping, to substantially the same condition as existed immediately prior to the commencement of the activity.

7. Indemnification. Grantee agrees to defend, indemnify and hold Grantor and its parent, subsidiaries and affiliates harmless from any and all liability, claims, judgments, costs, and expenses (including attorney fees), whether for injury

RECORDED RIGHT OF WAY NO. 43804

to persons, including death, or damage to property (i) arising in connection with or as a direct or indirect result of Grantee's exercise of its rights hereunder, including work performed by Grantee, its licensees, contractors, agents or employees, on or about the Easement Area, except if caused by any act or omission by Grantor, its parent, subsidiaries and affiliates, their licensees or contractors; or (ii) arising out of any default of the Grantee hereunder.

8. Excavation. Prior to any excavation in the Easement Area, Grantee agrees to contact MISS DIG at 1-800-482-7171 to determine the location of any existing buried utility lines located in the Easement Area in order to avoid damage to said lines, if any.

9. Construction Liens. In the event any construction lien is filed against Grantor's Property in connection with any work performed by or for Grantee, Grantee agrees to promptly take such action as is necessary to have the lien discharged of record.

10. Binding Effect. The nonexclusive easement granted herein, and the rights and obligations set forth herein, shall run with the land and be binding upon and inure to the benefit of Grantor and Grantee and their respective transferees, successors and assigns.

11. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Nonexclusive Underground Electric Utility Easement.

IN WITNESS WHEREOF, the parties have executed this Nonexclusive Underground Electric Utility Easement as of the day and year first above written.

WITNESSES:

Barbara J. Vandekopple
Barbara J. Vandekopple
Pamela Bergman
Pamela Bergman

WITNESSES:

Michael C. Venetis
Michael C. Venetis
Sharon L. Selonke
SHARON L. SELONKE

GRANTOR:

GOOD WILL CO., INC.
By John S. Stephenson
Its Vice President-Real Estate

Legal _____
Bus. _____

GRANTEE:

THE DETROIT EDISON COMPANY
By Paul W. Potter
Its Corporate Real Estate

RECORDED RIGHT OF WAY NO. 43804

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 16th day of SEPT, 1992, by John S. Stephenson, the Vice President-Real Estate of Good Will Co., Inc., a Michigan corporation, for and on behalf of said corporation.

Pamela Patton Bergman
Pamela Patton Bergman
Notary Public, Kent Co., MI
My commission expires: 11/21/93
PAMELA PATTON BERGMAN
Notary Public, Kent County, MI
My Commission Expires Nov. 21, 1993

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 4th day of September, 1992, by Paul W. Potter, the Director - Corporate Real Estate of The Detroit Edison Company, a Michigan corporation, for and on behalf of said corporation.

MICHAEL C. VENETIS
Notary Public, Macomb County, MI
My Commission Expires Dec. 5, 1995

Michael C Venetis
Acting in
Notary Public, Wayne Co., MI
My commission expires: 12-5-95

PREPARED BY:
Robert A. Cekay, Attorney
2929 Walker, N.W.
Grand Rapids, MI 49504
(616) 791-3008
Y:\bc\#70\elec.esm
08/10/92 9:41am

ACKNOWLEDGED RIGHT OF WAY NO. 43804



LEGAL DEPARTMENT
PAMELA A. BERGMAN
Phone: (616) 791-3016
Fax : (616) 791-5349

November 30, 1992

Mr. Chuck Coleman
Detroit Edison Company
Right-of-Way Dept.
8001 Haggerty Road South
Belleville, MI 48111

In re: #70--Woodhaven, Wayne County, MI
Electric Easement/Backup Service

Dear Mr. Coleman:

Enclosed for your files is the original recorded Non-exclusive Underground Electric Utility Easement executed between Good Will Co., Inc. and The Detroit Edison Company for electric backup service at the Meijer store site in Woodhaven, Michigan. The easement was recorded on October 29, 1992 at Liber 26112, Page 784 of Wayne County Records. We have retained a photocopy in our files.

Thank you for your assistance in completing this matter. If you have any questions, please let me know.

Yours very truly,

MEIJER, INC.

Pamela A. Bergman
Paralegal

Enclosures

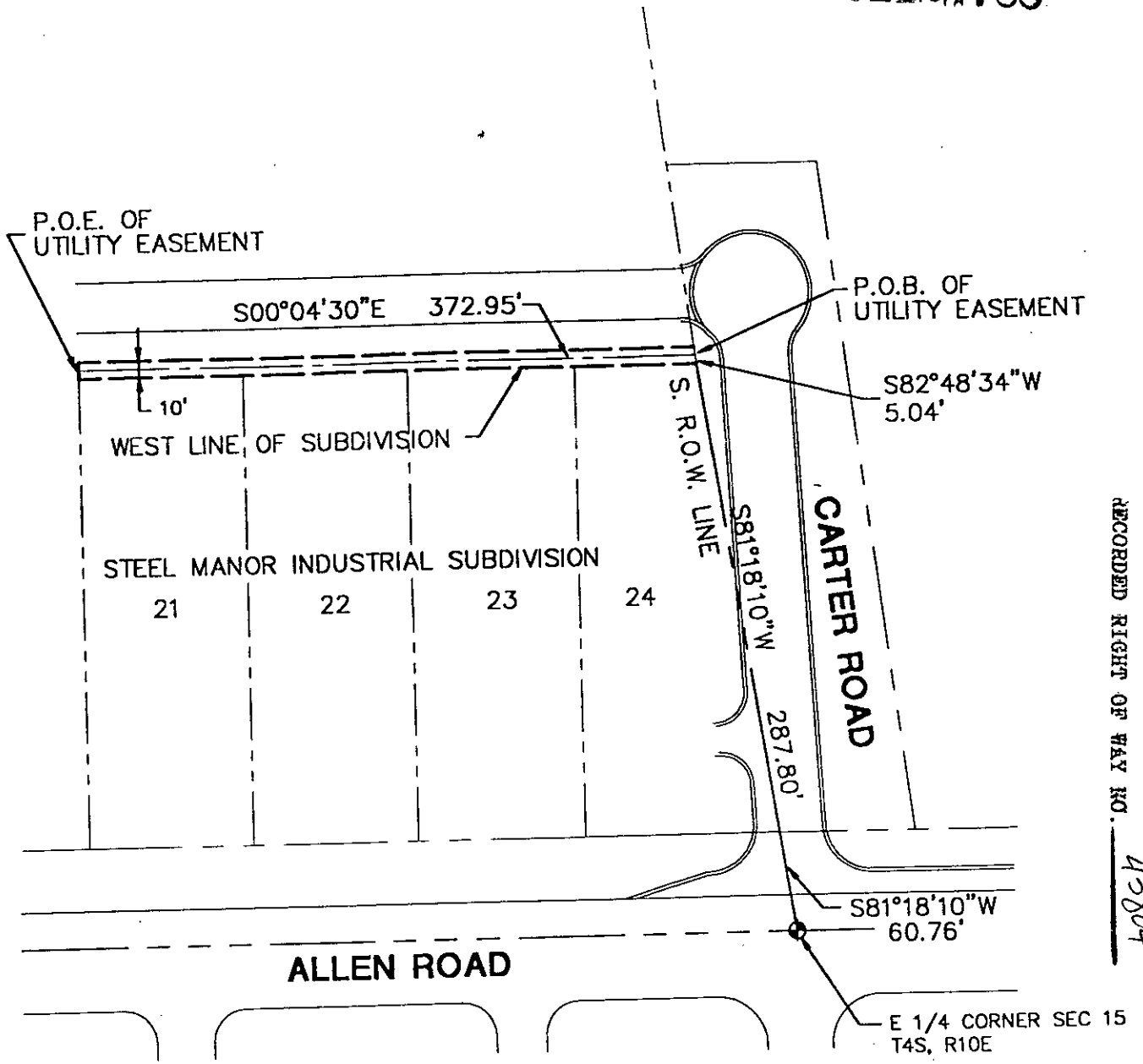
cc: R. Morgan (w/enc.)
R. Cekay

A:\70\DE.L02

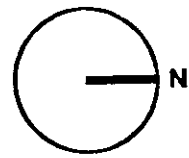
RECORDED RIGHT OF WAY NO.

43804

LI 26112 PA 788



RECORDED RIGHT OF WAY NO. 43804



SCALE 1"=100'

10/29/92 36156 MORTG 23.00

10/29/92 36156 REMO FEE 2.00

MCW
BJ
APPROVED AS TO FORM 9/31/92 DATE
LEGAL DEPARTMENT *[Signature]*