

NONEXCLUSIVE ELECTRIC EASEMENT

THIS NONEXCLUSIVE ELECTRIC EASEMENT is made this 14TH day of OCTOBER, 1993, 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 35.13 acres fronting on Telegraph Road near the intersection of Telegraph Road and Stewart Road in Monroe Township, Monroe County, Michigan (the "Grantor's Property").

B. Grantee has installed overhead utility lines and poles in the right of way of Telegraph Road and has installed a guy wire and anchor on Grantor's Property for one of the utility poles.

C. Grantee desires to obtain, and Grantor agrees to grant to Grantee, a nonexclusive easement to install and maintain a guy wire and anchor (the "Facilities") over a portion of Grantor's Property upon the terms and conditions set forth below.

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 six (6') foot wide nonexclusive easement over a portion of Grantor's Property for the Facilities, the centerline of said easement being legally described as follows (the "Easement Area"):

A 6 feet wide easement lying 3 feet on both sides of, parallel with, and adjacent to the following described centerline:

Part of Section 30, T6S, R9E, Frenchtown Twp., Monroe County, Michigan, described as commencing at the intersection of the centerline of Stewart Road with the westerly line of the C & O Railroad; thence North 32°30'00" West along said centerline 1145.19 feet; thence North 41°57'00" West along said centerline 183.27 feet; thence North 27°01'20" East along the southeasterly 50-foot right of way line of Telegraph Road (US-24) 973.78 feet to the point of beginning of the within-described centerline description; thence from said point of beginning South 62°58'40" East 38.00 feet to the point of ending.

The location of the Facilities is approximately as shown in the drawing attached hereto as Exhibit A.

Howe
REGISTER OF DEEDS
MONROE COUNTY, MICH

RECORDED RIGHT OF WAY NO. 45261

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2. Use of Easement; Encumbrances. This nonexclusive easement may be used by Grantee only for the purposes of installing, maintaining, repairing, inspecting, replacing and removing the Facilities, together with the right to cut or trim any trees and bushes which may endanger the safety or interfere with the maintenance 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 installation, 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

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45061

affiliates harmless from any and all liability, claims, judgments, costs, and expenses (including attorney fees), whether for injury 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 the sole negligent act or omission of Grantor, its parent, subsidiaries and affiliates, their licensees or contractors; or (ii) arising out of any default of the Grantee hereunder.

8. 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 Electric Easement.

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

WITNESSES:

LaRae B. Stiergenka
LaRae B. Stiergenka
Barbara J. Vandekopple
Barbara J. Vandekopple

GRANTOR:

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

Legal RAC
Bus. JB

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45061

WITNESSES:

Thomas Wilson
THOMAS WILSON

GRANTEE:

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

APPROVED AS TO FORM 9/21/93 DATE
LEGAL DEPARTMENT [Signature]

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 14th day of OCTOBER, 1993, 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

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 27th day of September, 1993, by Paul W. Potter, the DIRECTOR, Corporate Real Estate of The Detroit Edison Company, a Michigan corporation, for and on behalf of said corporation.

Thomas Wilson

Notary Public, Wayne Co., MI
My commission expires: _____

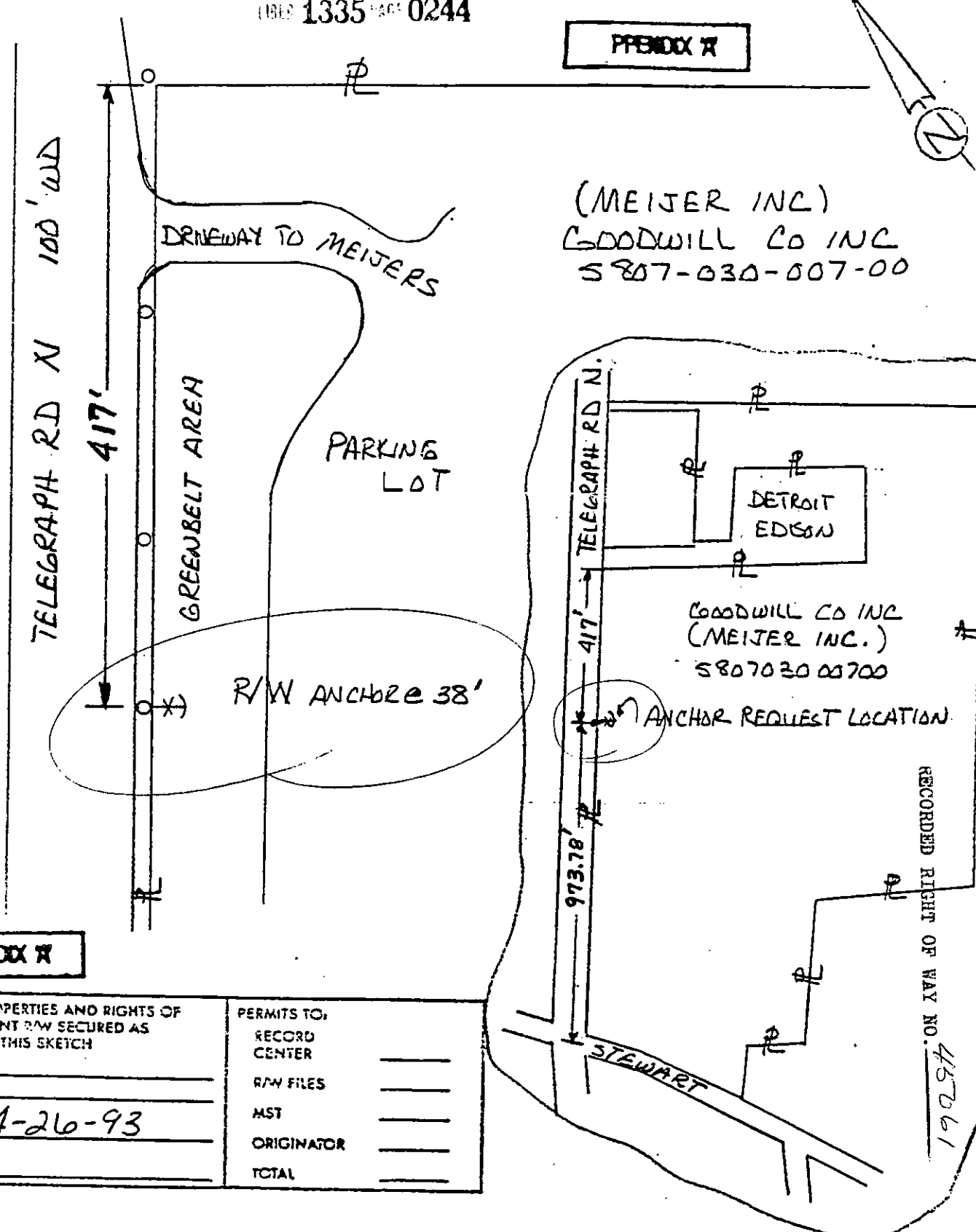
THOMAS WILSON
NOTARY PUBLIC-WAYNE COUNTY, MICH.
MY COMMISSION EXPIRES 10-2-94

PREPARED BY:
Robert A. Cekay, Attorney
2929 Walker, N.W.
Grand Rapids, MI 49504
(616) 791-3008
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kw*

RECORDED RIGHT OF WAY NO. 45261

APPENDIX A



APPENDIX A

REPORT OF PROPERTIES AND RIGHTS OF WAY DEPARTMENT R/W SECURED AS INDICATED ON THIS SKETCH		PERMITS TO:
BY _____		RECORD CENTER _____
DATE _____		R/W FILES _____
DATE WANTED <u>4-26-93</u>		MST _____
DISTRICT _____		ORIGINATOR _____
FIELDMAN _____		TOTAL _____

LEGEND	
	FOREIGN POLE
	EXIST D.E. CO. POLE
	PROPOSED POLE
	EXIST ANCHOR
	PROPOSED ANCHOR
	TREE
	120/240 VOLT LINE
	4800 VOLT LINE
	13,200 VOLT LINE
	40,000 VOLT LINE

THE DETROIT EDISON COMPANY-SERVICE PLANNING DEPARTMENT			
CITY OR TOWNSHIP <u>FRENCHTOWN TWP</u>	COUNTY <u>MONROE</u>	QTR. & TWP. SECT. NO. <u>NE 1/4 30</u>	DEPT. ORDER NO.
MAP SECT. <u>2-250-160</u>	TOWN <u>10S</u>	RANGE <u>9E</u>	R/W NO. <u>R-9301476-1W</u>
PROJECT NAME	TEL. ENGR' & DIST.	JOINT R/W REQUIRED YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	PROJ. OR PART NO.
CIRCUIT <u>DC 9359 SEVILLE</u>			OF.W. S.O. OR P.E. NO.
REASON <u>SERVICE TO GORDON SMD SERV 1733 TELEGRAPH N.</u>			BUDGET ITEM NO. <u>3MJA-MAN</u>
PLANNER <u>G. MESIC</u>	SCALE <u>1" = 100'</u>		DATE <u>4-6-93</u>

Return to:
D. Bergman, Legal Dept
Meyer Ave.
2929 Walker NE
Bk. Rapids, MI 49504