

DEED OF EASEMENT
Form No. 6-L & M.
124-12-41

Name and Address

U
M

Serial No.

Eas. No. 250

Map No. 767

Mr. Frank Damico et ux

Doc. No. R42

Charge 28/7013

This Indenture, made this 2nd day of Aug 1948
by and between Frank Damico and Anna Damico,

his wife, ~~her~~ of the County of Berrien
in the State of Michigan, parties of the first part, and

INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws
of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the parties of the first part by the
party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of fur-
nishing service in the vicinity, said parties of the first part hereby grant, bargain, sell, con-
vey, and warrant, to the party of the second part, its successors and assigns forever, a right of way
and easement with the right, privilege and authority to said party of the second part, its successors,
assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for
the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along,
over, through or across and also along any highway as now or hereafter laid out abutting the following
described lands situated in Benton Township, in the County of Berrien
in the State of Michigan, and part of Section No. 7 Township No. 4 South and
Range No. 18 West and bounded and described as follows: Commencing 378.3' South
of the West quarter post of said Section 7, thence South 349.3', East 1247.4 ft.
North 349.3 ft., West 1247.4 ft. to point of beginning, containing 10 acres more
or less.

ONE GUY WIRE ONLY

It is understood between the parties hereto that this easement is for a single rural distribution line including poles,
wires and appurtenances across the above described property, and shall be limited to such single rural distribution line
when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, in-
spect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto
from time to time, across, through or over the above described premises, to cut and, at its option, remove from said prem-
ises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or
other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached
thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises,
and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the
line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything
necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any
time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges
and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee
will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay
Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the
construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance
of said lines, shall be made at the office of the Grantee at 220 West Colfax Ave., South Bend, Indiana
within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same
shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and
assigns.

In Witness Whereof, the parties of the first part have hereunto set their hand
the day and year first above written.

Signed and Acknowledged in the presence of:

Frank Damico
Frank Damico

Ted R. Cottrell, Jr.
Leonard L. Smietanka

Anna Damico
Anna Damico

THE STATE OF INDIANA,

County } st.

Before me,

day of , 194

and for said County and State, this

personally appeared the above named

I and acknowledged the execution of the annexed deed of easement
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

My commission expires , 19

Notary Public.

STATE OF MICHIGAN.

COUNTY OF BERRIEN } ss.

day of August, 194

before me personally ap-

peared Frank Danico and Anna Danico,

to me known to be the person described in and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act and deed.

Leonard L. Salsanaka, Notary Public

Berrien County, Michigan

My commission expires January 4, 1952

Twp. Benton

Name Frank Danico et ux

Address R.3, Benton Harbor, Michigan

Line Millburg Local

Eas. No. 250 Map No. 767

-Tp-

Ind. & Mich. Elect. 60.

State of Michigan } ss.

Berrien County

Received for Record this 13th day of September, A.D. 1945

at 8:15 o'clock A.M. and

recorded in Liber 109

Miscellaneous 870

E. L. Salsanaka

Notary Public,
Berrien Co., Mich.

Received for Record M 19

Recorded in Deed Records 19

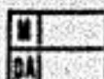
Volume Page

Recorder

of County

State of

Name and Address



Serial No. 16136

Eas. No. 1116 Map No. 613

Orig. No. P-42

Charge * U. #571/2115

Mr. Ralph Carnegie et ux

RFD #3 Box 384

Benton Harbor, Michigan

This Indenture, made this 16th day of October 1967

by and between

Ralph Carnegie and Gursia L. Carnegie

his wife, (or-unmarried)

of the County of Berrien in the State of Michigan, part les of the first part, and
INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws
of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the part les of the first part by the
party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of fur-
nishing service in the vicinity, said part les of the first part hereby grant, bargain, sell, con-
vey, and warrant, to the party of the second part, its successors and assigns forever, a right of way
and easement with the right, privilege and authority to said party of the second part, its successors,
assigns, lessees, and tenants to construct, erect, operate and maintain a line of poles and wires for
the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along,
over, through or across and also along any highway as now or hereafter laid out abutting the following
described lands situated in Benton Township, in the County of Berrien
in the State of Michigan, and part of Section No. 7 Township No. 4 North and
Range No. 18 West and bounded and described as follows:

The East half of the Southwest quarter of the Northeast quarter of said Section.

It is understood between the parties hereto that this easement is for a single rural distribution line including poles,
wires and appurtenances across the above described property, and shall be limited to such single rural distribution line
when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, in-
spect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto
from time to time, across, through or over the above described premises, to cut and, at its option, remove from said prem-
ises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or
other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached
thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises,
and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the
line, of repairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything
necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any
time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges
and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee
will immediately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay
Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the
construction, operation and maintenance of said lines. All claims for damages caused in the operation and maintenance
of said lines, shall be made at the office of the Grantee at 220 S. Wolcott, South Bend, Ind. 46601
within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same
shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and to Hold the same unto said party of the second part, its successors and
assigns.

In Witness Whereof, the part les of the first part have hereunto set their hand
the day and year first above written.

Signed and Acknowledged in the presence of:

Ralph Carnegie

Thomas R. Manning
THOMAS R. MANNING
Richard Fohrer

Gursia L. Carnegie
Gursia L. Carnegie

THE STATE OF INDIANA.

County } ss.

Before me,

day of 196

in and for said County and State, this

personally appeared the above named

and acknowledged the execution of the annexed deed of easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

Notary Public.

My commission expires 19

STATE OF MICHIGAN,
COUNTY OF Berrien } ss.

On this 16th day of October, 1967, before me personally ap-

peared

Ralph Carnegie and Gursie L. Carnegie

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

Berrien County, Michigan

My commission expires September 3, 1960.

Name Ralph Carnegie et ux

RFD #3 Box 384

Address Benton Harbor, Michigan

Line Benton Harbor Local

Eas. No. 1116 Map No. 613

INDIANA & MICHIGAN ELECTRIC CO.

State of Michigan } ss.
Berrien County

Received for Record this 8th

day of January, A.D. 1968

at 9:30 o'clock AM and

recorded in Book 165

Miscellaneous 321

Catherine Miller

Recorder of Deeds
Berrien Co., Mich.

Received for Record M 19

Recorded in Deed Records 19

Volume Page

Recorder

of County

State of

JUL -5 39

QB R F

LIBER

66

PAGE

25

Name and Address
Mr. Sam Bavidio
411 Park St. Benton Harbor, Mich.

M
DA

Eas. No. 392Map No. 6135Drg. No. D-3-1533

W.O.

Req. No. 391-210

3409
This Indenture, made this 3rd day of April 1929
by and between Sam Bavidio

his wife, (or) (unmarried) of the County of Berrien
in the State of Michigan, part 4 of the first part, and
INDIANA & MICHIGAN ELECTRIC COMPANY, a corporation organized and existing under the laws
of the State of Indiana, party of the second part.

Witnesseth: That for One Dollar (\$1.00) in hand paid to the part 4 of the first part by the
party of the second part, the receipt of which is hereby acknowledged, and the contemplated plan of fur-
nishing service in the vicinity, said part 4 of the first part hereby grant², bargain², sell², con-
vey², and warrant², to the party of the second part, its successors and assigns forever, a right of way
and easement with the right, privilege and authority to said party of the second part, its successors,
assigns, lessees, and tenants to construct, erect, operate and maintain 4 line of poles and wires for
the purpose of transmitting electric or other power, including telegraph or telephone wires in, on, along,
over, through or across and also along any highway as now or hereafter laid out abutting the following
described lands situated in Benton Township, in the County of Berrien
in the State of Michigan, and part of Section No. 7 Township No. 4-S and
Range No. 18-W and bounded and described as follows:

The West 11 acres of the East 26 acres of the Northwest Quarter ($\frac{1}{4}$)
of the Northeast Quarter ($\frac{1}{4}$) of Section 7.

It is understood between the parties hereto that this easement is for a single rural distribution line including poles,
wires and appurtenances across the above described property, and shall be limited to such single rural distribution line
when constructed thereon.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, in-
spect, add to the number of, and relocate at will, poles, crossarms or fixtures, and string wires and cables, adding thereto
from time to time, across, through or over the above described premises, to cut and, at its option, remove from said prem-
ises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or
other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached there-
to or any structure on said premises, and the right of ingress and egress to and over said above described premises, and
any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of re-
pairing, renewing or adding to the number of said poles, structures, fixtures and wires, and for doing anything necessary
or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or
all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurten-
ances in or to said lands which may be required for the full enjoyment of the rights herein granted. Grantee will imme-
diately repair or replace all fences, gates, drains and ditches injured or destroyed by it on said premises or pay Grantor all
damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction,
operation and maintenance of said lines. All claims for damages caused in the operation and maintenance of said lines,
shall be made at the office of the Grantee at 220 W. Colfax Ave., South Bend, Indiana,
within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same
shall be arbitrated and this indenture contains all agreements, expressed or implied, between the parties hereto.


To Have and to Hold the same unto said party of the second part, its successors and
assigns.

In Witness Whereof, the part 4 of the first part has hereunto set his hand
the day and year first above written.

Signed and Acknowledged in the presence of:

Newton W. Taylor
Carl Garmire
Carl Garmire

Sam Bavidio
Sam Bavidio



THE STATE OF INDIANA, } ss.
County

Twp. Benton

Before me, _____, a _____ day of _____, 193____,
in and for said County and State, this _____ day of _____, 193____,
personally appeared the above named _____

and acknowledged the execution of the annexed deed of easement.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year
above written.

My commission expires _____, 19____.

Notary Public.

STATE OF MICHIGAN,
COUNTY OF Berrien ss.

On this 4th day of April, 1939, before me personally ap-
peared Sam Davido

to me known to be the person described in and who executed the foregoing instrument, and
acknowledged that he executed the same as _____ free act and deed.

Carl Gemmire Carl Gemmire, Notary Public
Berrien County, Berrien
My commission expires Oct. 23, 1942

Name Sam Davido
Address 411 PARK ST. Benton, Mich.
Line Benton Water Dept
Eas. No. 392 Map No. 613

SAM DAVIDO
TO
IND. & MICH. ELECTRIC CO.

Received for Record 9 A. M. 19____
Recorded in 1939 Index Records July 24 1939
Volume 56 Page 25
of Sam Davido Recorder
of Berrien County
State of Michigan

3400

EASEMENT

In consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, WHIRLPOOL CORPORATION, a Delaware corporation authorized to do business in the State of Michigan (herein called "GRANTOR") hereby grants to the CITY OF BENTON HARBOR, a Michigan Municipal Corporation, its successors and assigns (herein called "GRANTEE") for an indefinite period of time, commencing on the date hereof and continuing thereafter until terminated as provided herein, an easement through and under the land owned by GRANTOR, more fully described below, and the right to lay, maintain, operate, repair and remove certain water mains, risers, valves and appurtenances thereon, situate and being in the City of Benton Harbor, County of Berrien and State of Michigan, known and described as follows, to-wit:

That part of the NE 1/4 of Sec. 7, T4S, R18W, described as follows: Commencing at the SW corner of the SE 1/4 of the NE 1/4, thence N. along the West line of said SE 1/4 564.9 feet; thence South 88° 21' E. 501.6 feet to the center line of Paw Paw Avenue (formerly M-139), the pt. of beginning of the parcel of land herein described; thence North 27° 25' East along said center line 310.37 feet to the Easterly extension of the South line of the parcel previously conveyed to Tucker Freight Lines, Inc.; thence North 88° 21' West along said South line 644.06 feet to the East line of the SW 1/4 of said NE 1/4; thence North along said East line to the North line of said SW 1/4; thence West along said North line to the East line of the East 1/2 of the West 25 A. of the NW 1/4 of said NE 1/4; thence North along said East line to a line described as being 125 feet Northerly., meas. at right angles, of a line described as follows: "Beginning at a point on the North and South 1/4 line of said Sec. 7, which is South 0° 16' 18" East a distance of 1460.43 feet from the North 1/4 cor. of said Sec. 7, thence South 89° 17' 10" East a distance of 238.86 feet to the point of curvature of a 2,292.006 foot radius curve to the left, whose long chord bears N. 66° 45' 05" East; thence NEly along the arc of said curve 1917 feet to the point of tangency and a point of ending"; thence SWly along said line which is 125 feet Northerly of the above described line to the West line of said E. 1/2 A.; thence South along said W. line to the North line of the SW 1/4 of said NE 1/4; thence West along said N. line to the North and South 1/4 line of said Section 7; thence South along said 1/4 line to the East and West 1/4 line of said Sec. 7; thence East along said 1/4 line to the East line of the West 20 A. of the SW 1/4 of the NE 1/4 of said Section 7; thence North along said East line to the South line of the North 15 A. of the East 1/2 of the SW 1/4 of the NE 1/4 of said Sec. 7; thence East

RECORDED

FEB 4 9 27 AM '70

James L. Hoot
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

LIBER 859 PAGE 108

along said South line to the West line of the SE 1/4 of said NE 1/4; thence S. along said West line to the East and West 1/4 line of said Sec. 7; thence East along said 1/4 line to the centerline of Paw Paw Ave. (formerly M-139); thence NEly along said centerline to the point of beginning

and being a 15-foot strip of land lying 7.5 feet in width on each side of the following described lines:

Commencing at the center of said Section 7, thence North along the North and South 1/4 line 794.18 feet to the point of beginning of said centerline; thence S 88° 41' E 1367.38 feet; thence S. 62° 29' E. 412.66 feet to the Westerly line of Paw Paw Avenue, formerly Highway M-139, the point of ending of said centerline.

GRANTOR and GRANTEE agree that in the event GRANTEE abandons or fails after date hereof for any reason whatsoever, to maintain and operate a water main through the entire easement for a period of six (6) consecutive months, the easement granted in this instrument shall automatically terminate as to that strip of land through which no water main is maintained or operated, and all right, title and interest to said strip of land shall automatically revert to GRANTOR, its successors or assigns. Upon termination of all or any part of the easement as hereinabove provided, GRANTEE shall, at its sole expense, remove all water mains, risers, valves and appurtenances from such portion of the easement within one hundred twenty (120) days after such termination. In the event that said water main, risers, valves and appurtenances are not removed by GRANTEE within one hundred twenty (120) days after termination, GRANTOR may remove the same, dispose of the water main, risers, valves and appurtenances so removed as GRANTOR sees fit, and charge all costs of removal to GRANTEE.

GRANTEE agrees that, except for necessary risers and valves, said water main shall be laid not less than five (5) feet below the surface of the earth in covered trenches and that the laying, maintaining, operating, repairing and removing of such water main shall be done in a good and workmanlike manner at GRANTEE's sole responsibility and expense, and so as to cause no unnecessary damage or disturbance to said premises and so that upon completion of the work the surface shall be restored to its present condition, or as near thereto as shall be reasonably possible, and further that GRANTEE shall pay for and hold GRANTOR harmless from the payment of any and all damage or liability resulting from the laying, maintenance, operation, repair or removal of said water main.

GRANTEE will at any time within ninety (90) days after receiving written notice given by GRANTOR that GRANTOR desires relocation of all or any part of said water main, at the expense of GRANTOR, remove said water main and relocate the same in such course and manner as the duly authorized representative of

GRANTOR, its successors or assigns, shall specify.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed on their behalf by their duly authorized representatives this 21st day of January, 1970.

ATTEST:

By

Richard F. Koch

Richard F. Koch

Its

Assistant Secretary

WHIRLPOOL CORPORATION (GRANTOR)

By

Walter A. Holt

Its

Vice President

WITNESSES AS TO WHIRLPOOL CORPORATION:

Esther Mortenson

Esther Mortenson

Hilde Versaw

Hilde Versaw

CITY OF BENTON HARBOR (GRANTEE)

By

Wilbert F. Smith

Its

Wilbert F. Smith

Mayor

ATTEST:

By

Evelyn Grenawitzke

Evelyn Grenawitzke

Its

City Clerk

WITNESSES AS TO
CITY OF BENTON HARBOR

Jennie L. Reybuck

Jennie L. Reybuck

Daphna Sexton

Daphna Sexton

STATE OF MICHIGAN)
COUNTY OF BERRIEN) SS.

Before me, a Notary Public in and for said County and State, personally appeared WALTER A. HOLT the Vice President and RICHARD F. KOCH the Assistant Secretary of the above-named Whirlpool Corporation, a corporation, who represented that they are duly authorized in the premises and who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed as such officers and is the free act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Benton Harbor, Michigan, this 21st day of January, 1970.

Esther E. Mortenson

Notary Public

ESTHER E. MORTENSON
Notary Public, Berrien County, Mich.
My commission expires May 19, 1973

STATE OF MICHIGAN)
COUNTY OF BERRIEN) SS.

Before me, a Notary Public in and for said County and State, personally appeared Wilbert F. Smith the Mayor and Evelyn Grenawitzke the City Clerk of the above-named City of Benton Harbor, Michigan, who represented that they are duly authorized in the premises and who acknowledge that they did sign the foregoing instrument, and that the same is their free act and deed as such officers and is the free act and deed of said City of Benton Harbor, Michigan.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Benton Harbor, Michigan, this 2nd day of February, 1970.

D. V. Krawczewicz

Notary Public

D. V. KRAWCZEWICZ
Notary Public, Berrien County, Mich.
My Commission Expires April 7, 1973

This instrument prepared by Law Department, Whirlpool Corporation,
Benton Harbor, Michigan

RECORDED

DEC 23 11 33 AM '70

EASEMENT AND RELEASE OF PRIOR EASEMENT*Janet E. Lick*
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

THIS INDENTURE made this 5th day of November, 1970 between VITO EPISCOPO and ANNA EPISCOPO, husband and wife, of North Shore Drive, Benton Harbor, Michigan, par of the first part, and the CITY OF BENTON HARBOR, a Michigan municipal corporation, 200 Wall Street, Benton Harbor, Michigan, party of the second part,

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, and of the conditions and agreements hereinafter contained to be performed by said party of the second part, which the said party of the second part, by acceptance hereof, agrees to perform and comply with, do by these presents grant and convey unto the said party of the second part and to its successors and assigns forever, the right to construct and maintain permanently water distribution mains, valves and necessary appurtenances, all of which shall be underground, on that certain piece or parcel of land situated and being in Benton Township, Berrien County, Michigan, known and described as follows, to-wit:

A 15.0 foot strip of land lying 7.50 feet either side of and adjacent to the following described center line; beginning at a point on the North and South quarter line of Section 7, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan that is 658.35 feet North of the center of said Section 7, thence North 88° 41' West 7.0 feet to the center of a manhole, thence South 45° 19' West 207.20 feet, thence North 88° 49' West 2058.40 feet to a point that is 7.50 feet Easterly of and at right angles to the right of way of U.S. Highway 33, thence South 28° 49' West and parallel with said right of way 56.37 feet to the point of ending.

The party of the second part shall have the right to go upon said premises at any time after said water mains are constructed thereon, to repair or inspect same; and parties of the first part give and grant unto said party of the second part, its successors and assigns, the right to use said premises permanently for the uses and benefits of said party of the second part, its successors and assigns forever.

Whenever repairs to said water mains are found necessary, access thereto shall be obtained outside of said premises if possible. If it is not possible to obtain access outside of said premises, then access may be gained thereto on said premises, and the party of the second part shall recompense said parties of the first part for any damage resulting therefrom.

The parties of the first part reserve the right to construct and maintain any lawful kind of buildings or improvements upon or above the described premises, provided that the construction of same will not be such as to injure or damage the aforementioned water mains. Thirty (30) days written notice of such anticipated construction shall be given to the party of the second part.

The parties of the first part their respective heirs, representatives, successors and assigns shall have the right to connect to said water mains constructed by party of second part across said easement, any such connection to be at the expense of parties of the first part; provided further, that any such connection shall be in accordance with regulations and engineering specifications as determined by party of the second part.

As part of the consideration for the primary easement granted above, party of the second part also agrees it will grant an easement to parties of the first part, at a later time, for a sewer line which parties of the first part may decide to construct across the lands of party of the second party lying immediately to the east of and abutting the land of parties of the first part, which easement would extend to Paw Paw Avenue. The specific location and terms of this secondary easement shall be as mutually agreed to by the parties, if parties of the first part shall in the future decide to construct such a sewer line.

This easement is given as a replacement for that certain easement dated July 25, 1967 between the same parties and recorded in Liber 810 of Berrien County Records, pages 202-204, for the purpose of correcting the legal description contained in said prior easement to comply with the actual

Location of the water distribution system described herein. Said prior easement dated July 25, 1967 is hereby released and extinguished by agreement of the parties hereto.

The covenants, conditions and agreements, made and entered into by the several parties hereto, are declared binding on their respective heirs, representatives, successors and assigns.

In the presence of:

Ronald W. Sondee
Ronald W. Sondee

Dolores M. Brunke
Dolores M. Brunke

Vito Episcopo
Vito Episcopo

Anna Episcopo
Anna Episcopo

CITY OF BENTON HARBOR, a Michigan
Municipal Corporation,

Samuel R. Henderson
Samuel R. Henderson

Daphna Sexton
Daphna Sexton

By

Wilbert F. Smith
Wilbert F. Smith
Its Mayor

Evelyn Grenawitzke
Evelyn Grenawitzke
Its Clerk

STATE OF MICHIGAN)

County of Berrien)

ss.

On November 5, 1970 before me, a notary public in and for said county, personally appeared Vito Episcopo and Anna Episcopo to me known to be the same persons described in and who executed the within easement, who each acknowledged the same to be his free act and deed.

Dolores M. Brunke
Dolores M. Brunke
Notary Public, Berrien County, Michigan
My commission expires March 12, 1973

Drafted by:
Attorney Ronald W. Sondee
777-A Riverview Drive
Benton Harbor, Michigan

DRAIN

J
4
BCD

Lori D. Jarvis Register Of Deeds

Berrien County, Michigan

Rec \$19.00

Remon \$4.00

Tax Crt \$0.00

Recorded

NOVEMBER 12, 2014 11:27:28 AM

Liber 3087 Page 0360 - 0363

Receipt # 280303 EASE #2014 03429



Liber 3087 Page 0360



DRAIN EASEMENT
WOODRIDGE PLACE DRAIN

For and in consideration of Zero Dollars and (00/100) and the prospective benefits to be derived because of the establishment, construction, operation, maintenance and improvement of the Woodridge Place Drain, a county drain under the supervision of Roger Zilke, Berrien County Drain Commissioner, whose address is 701 Main, St. Joseph, Michigan 49085;

WOODRIDGE PLACE CONDOMINIUM ASSOCIATION, a Michigan domestic non-profit corporation, whose address is 1334 Whispering Trail, Benton Harbor, Michigan 49022, who are the owners of lands described in Exhibit A (hereafter "Landowner"), now conveys and releases to the Woodridge Place Drain Drainage District ("Drainage District"), whose address is 701 Main, St. Joseph, Michigan 49085, an easement for purposes of establishment, construction, operation, maintenance and improvement of said Drain over and across land owned by them. The easement is described and depicted in the attached Exhibit A ("Easement Area").

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District, an easement over the Easement Area for the uses and purposes of drainage with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors within the specific limits of the Easement Area. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over the Easement Area for the clearing of the Easement Area and the spreading and/or removal of spoil and excavated materials.

Landowner and the Drainage District understand and agree that the Easement Area is the general common element of a condominium development and that it must be preserved and protected whenever reasonable. In recognition of this understanding and agreement, the Drainage District shall conduct the establishment, construction, operation, maintenance and improvement of the Drain within the Easement Area with minimal impact when possible using best management practices.

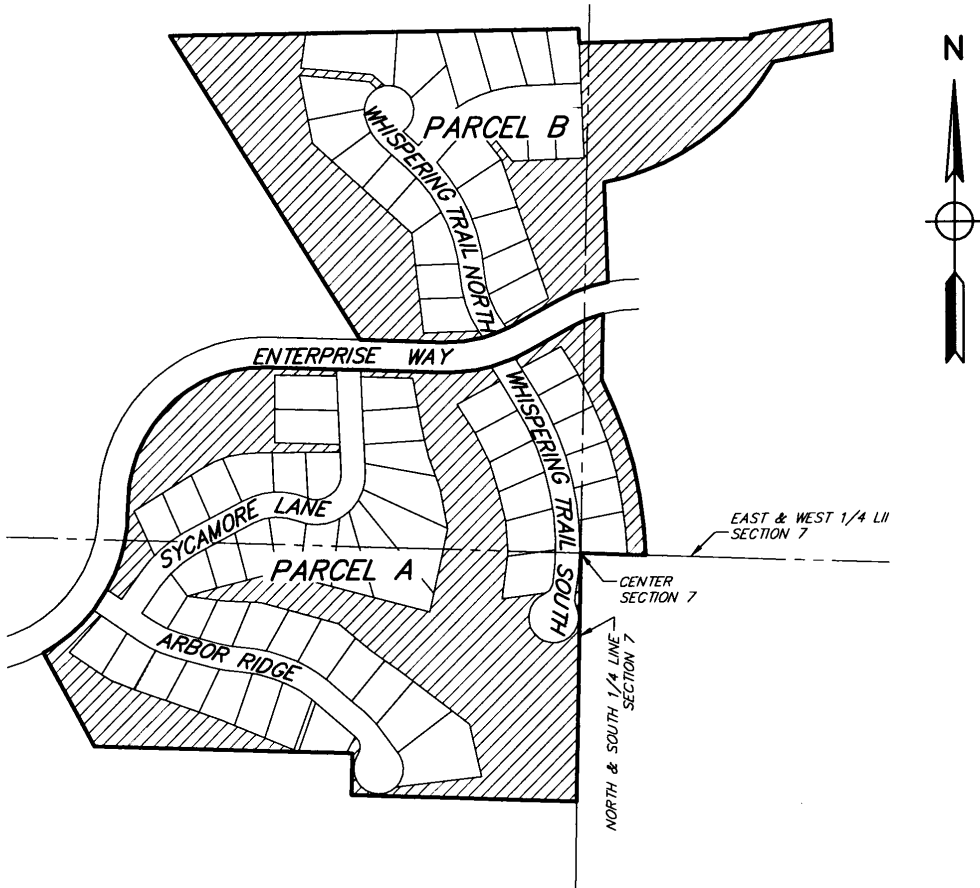
11-03

11-03-9000
OWNER:
Woodridge Place Condominiums
Association
Benton Harbor, MI 49022

EXHIBIT A
DRAIN EASEMENT



SECTION 07 T.4 S.-R.18 W.
BENTON TOWNSHIP
BERRIEN COUNTY, MICHIGAN



LEGEND

 - COMMON AREA

FOR LEGAL DESCRIPTIONS: SEE SHEET 2 OF 2.

SCALE: 1" = 400'

DRAWN BY: MLU
CHECKED BY: DMW

DATE: 01-09-14
SHEET 1 OF 2

JOB#: 120623SG2013
DWG#: JA-4171-01

11-03-9000

OWNER:

Woodridge Place Condominiums
Association
Benton Harbor, MI 49022

EXHIBIT A
DRAIN EASEMENT



PARENT PARCEL DESCRIPTION (PER MASTER DEED RECORDED IN L. 148, P. 19-58):

Parcel A

Beginning at the Center of Section 7, T.4 S.-R.18 W., Benton Township, Berrien County, Michigan, said point being 2559.42 feet, S.89°-18'-03"E., of the West 1/4 Post of the Section; thence S.00°-11'-18"E., on the North and South 1/4 line, 660.94 feet; thence N.89°-20'-30"W., 606.79 feet; thence N.00°-17'-05"E., 111.60 feet (Recorded as 112.00 feet); thence N.89°-20'-03"W., 696.30 feet; thence N.29°-56'-00"W., 284.76 feet to the Southerly Right of Way of Enterprise Way; thence the following eight (8) course along said Southerly Right of Way: 462.92 feet around a curve to the left with a radius of 440.00 feet and a chord that bears N.29°-55'-36"E., 441.87 feet; thence N.00°-12'-50"W., 23.02 feet; thence 571.24 feet around a curve to the right with a radius of 360.00 feet and a chord that bears N.45°-14'-39"E., 513.17 feet; thence S.89°-17'-53"E., 479.86 feet; thence 235.77 feet around a curve to the left with a radius of 440.00 feet and a chord that bears N.75°-21'-04"E., 232.96 feet; thence N.60°-00'-00"E., 136.60 feet; thence 35.87 feet around a curve to the right with a radius of 360.00 feet and a chord that bears N.62°-31'-17"E., 36.85 feet to the North and South 1/4 line; thence 53.20 feet around a 360.00 foot radius curve to the right, said curve having a chord bearing N.69°-56'-44"E., 53.16 feet; thence S.00°-12'-09"E., 175.33 feet; thence 483.84 feet around a 107.00 foot radius curve to the right, said curve having a chord bearing S.15°-20'-28"E., 480.00 feet; thence N.89°-12'-19"W., 175.38 feet to the point of beginning.

Parcel B

Commencing at the Center of Section 7, T.4 S.-R.18 W., Benton Township, Berrien County, Michigan, said point being 2559.42 feet, S.89°-18'-03"E., of the West 1/4 Post of the Section; thence N.00°-12'-09"W., on the North and South 1/4 line, 703.65 feet to a point on the Northerly Right of Way of Enterprise Way the following Four (40) courses: 79.02 feet around a curve to the left with a radius of 440.00 feet and a chord that bears S.65°-08'-42"W., 76.92 feet; thence S.60°-00'-00"W., 136.60 feet; thence 192.91 feet around a curve to the right with a radius of 360.00 feet and a chord that bears S.75°-21'-04"W., 190.61 feet; thence N.89°-17'-53"W., 240.00 feet; thence N.30°-03'-00"W., 974.80 feet; thence S.88°-20'-15"E., 1100.54 feet to the North and South 1/4 line; thence S.00°-12'-09"E., on same, 36.58 feet; thence S.88°-52'-36"E., 460.87 feet; thence N.00°-10'-00"W., 10.57 feet; thence 215.37 feet around a 2167.01 foot radius curve to the left, said curve having a chord bearing N.82°-07'-10"E., 215.28 feet; thence S.00°-12'-09"E., 80.89 feet; thence 158.60 feet around a 2167.01 foot radius curve to the right, said curve having a chord bearing S.81°-21'-44"W., 158.57 feet; thence 571.26 feet around a 675.00 foot radius curve to the right, said curve having a chord bearing S.57°-14'-42"W., 554.36 feet; thence S.00°-12'-09"E., 240.00 feet; thence 52.08 feet around a 440.00 foot radius curve to the left, said curve having a chord bearing S.73°-40'-49"W., 52.05 feet to the point of beginning.

PROPOSED DRAIN EASEMENT LEGAL DESCRIPTION:

All that part of Woodridge Place Condominiums that is referred to as General Common Element, Woodridge Place Condominiums, recorded in L. 148, P. 19 - 58, Berrien County Register of Deeds, Section 7, T.4 S.-R.18 W., Benton Township, Berrien County, Michigan.

SCALE: 1" = 400'

DRAWN BY: MLU
CHECKED BY: DMW

DATE: 01-09-14
SHEET 2 OF 2

JOB#: 120623SG2013
DWG#: JA-4171-02

RECORDED

Drain
copy

ON JAN 26 PM 3:31

ERIN D. JAMES
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

01/26/04

01/26/04

111#7390 A55
MISCELLANEOUS \$16.00
111#7390 A55
STATE REMON FEE \$4.00

DO NOT WRITE ABOVE THIS LINE

AGREEMENT TO CONVERT PRIVATE DRAIN TO COUNTY DRAIN

DRAIN: WOODRIDGE PLACE (NOTE: CONDO DEVELOPMENT)

ENGINEERING FIRM: MERRITT ENGINEERING, INC.

MUNICIPALITIES: BENTON CHARTER TOWNSHIP SECTION 7, T4S, R18W

CONTRACTOR: SOUTHWEST TRANSPORTATION

I. PARTIES:

- A. ISADORE DIMAGGIO, Berrien County Drain Commissioner, Berrien County Administration Center, 701 Main Street, St. Joseph, Michigan 49085 ("Drain Commissioner"), on behalf of the drainage district.
- B. PAUL HARVEY AND CAROLYN PHILLIPS, Township Supervisor and Clerk respectively, on behalf of and authorized by BENTON CHARTER TOWNSHIP ("Developer" or "Landowner") Telephone: (269) 925-0616

II. PURPOSE OF AGREEMENT:

- A. A private drain exists in Berrien County at a place particularly described in Attachment A (Route and Course of drain) and all parties desire to improve the existing drainage system;
- B. The Drain Commissioner is willing to assume jurisdiction of the completed drainage system if the drainage system meets the required specifications for quality and workmanship;
- C. The Drain Commissioner believes that the completed drainage system will be conducive to public health, convenience and welfare.

III. DEVELOPER OR LANDOWNER AGREES:

- A. To obtain, at his/her own expense, a certificate from a registered professional engineer satisfactory to the Drain Commissioner to the effect that the outlet for the existing drain is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet for the proposed drain to serve as an adequate outlet without detriment to, or diminution of, the drainage service which the outlet presently provides.

AGREEMENT TO CONVERT PRIVATE DRAIN TO COUNTY DRAIN - PAGE 2

- B. To construct the drainage system as shown in the plans, two copies of "As Built Plans" to be provided for Drain Commissioner's records, and shall pay all costs related to the construction, including but not limited to acquisition of rights of way, engineering, construction, inspection and administration.
- C. That all construction of the drainage system will be performed in a good and workmanlike manner to the sole satisfaction of the Drain Commissioner.
- D. That upon obtaining the necessary rights of way and easements, the rights of way will be transferred and conveyed to the new drainage district upon acceptance of the drain facility by the Drain Commissioner. **ALL EASEMENTS ARE EITHER DEDICATED ON CONDO PLAT OR ARE IN THE ROAD RIGHT OF WAY.**
- E. To obtain waivers of lien from all contractors, subcontractors, laborers, and materialmen who perform any services on the site, or who supply or furnish any materials in the construction of the drainage system, before submitting the drainage system to the Drain Commissioner for his acceptance.
- F. To indemnify and hold harmless Berrien County, its agents and employees, from and against all claims, damages, losses, and expenses, including attorney fees arising out of or resulting from the performance of the construction of the drainage system, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Developer or Landowner and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer or Landowner under worker's compensation acts, disability benefit acts or other employee benefits act.
- G. To deposit with the Drain Commissioner 5% of the cost of the drain, but not more than \$2,500.00, plus the fee for the recording of the Agreement in Register of Deeds.

IV. DRAIN COMMISSIONER AGREES:

- A. To accept the drainage system as part of the County Drainage System if all terms and conditions of this Agreement are satisfied by Developer or Landowner.
- B. To dedicate the drain to public use.
- C. To establish a drainage district (Attachment B - District Description) for tax assessment purposes to maintain the drain.
- D. To deposit the sum received from the Developer or Landowner under Section III-G of this Agreement in a special drain fund which shall be used for the future maintenance of the transferred drain.
- E. That after acceptance of the drainage system, the constructed system will be come known as the WOODRIDGE PLACE Drainage District and will become a County Drain under the jurisdiction of the Berrien County Drain Commissioner and Developer or Landowner will surrender any and all rights thereto.
- F. That the Drain will be known as the WOODRIDGE PLACE Drain.
PLEASE NOTE THAT THIS IS IN A CONDO DEVELOPMENT NOT IN A REGULAR SUBDIVISION.

AGREEMENT TO CONVERT PRIVATE DRAIN TO COUNTY DRAIN - PAGE 3

V. EFFECTIVE DATE:

A. This Agreement is in effect on date Drain Commissioner signs the Agreement.

VI. SIGNATURES:

DEVELOPER OR LANDOWNER
On behalf of and authorized by BENTON TOWNSHIP BOARD

DATE: DECEMBER 16, 2003

Paul Harvey
PAUL HARVEY, Supervisor

Carolyn Phillips
CAROLYN PHILLIPS, Clerk

STATE OF MICHIGAN)
COUNTY OF BERRIEN) SS.

On DECEMBER 16, 2003 before me, a Notary Public, in and for said County, appeared
PAUL HARVEY & CAROLYN PHILLIPS to me personally known, who, being by me duly sworn, did for himself/
herself say that he/she is the Supervisor and Clerk of BENTON CHARTER TOWNSHIP
the company/corporation named in and which executed the within instrument, and that the seal affixed to said
instrument is the corporate seal of said company/corporation by authority of His/Her position
and said PAUL HARVEY & CAROLYN PHILLIPS acknowledged said instrument to be the free act and deed
of said company/ corporation.

JANICE A AVERY
Notary Public, Berrien County, Michigan
My Commission Expires May 20, 2006

Janice A Avery
Notary Public
Berrien County, Michigan
My commission expires: 5/20/2006

VI. SIGNATURES:

DATE: 12/23/03

BERRIEN COUNTY DRAIN COMMISSIONER

Isadore Dimaggio
ISADORE DIMAGGIO

STATE OF MICHIGAN)
COUNTY OF BERRIEN) SS.

On December 22, 2003 before me, a Notary Public, in and for said County,
Personally appeared to me ISADORE DIMAGGIO, BERRIEN COUNTY DRAIN COMMISSIONER
known to be the person(s) described in and who executed the foregoing instrument, and who
acknowledged that he executed the same as his free act and deed.

Anne S. Hendrix
Anne S. Hendrix
Notary Public, Berrien County, Michigan
My commission expires: 4-7-07

Document prepared by: Berrien County Drain Commission, Berrien County Administration Center, 701 Main
Street, St. Joseph, Michigan 49085 (D. Wisner)

agr\Woodridge Place-03

10/20/93

10/20/97

11:49743 933
MISCELLANEOUS \$13.00
11:49743 933
STATE REMON FEE \$2.00

EASEMENT

In consideration of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, **WHIRLPOOL CORPORATION**, a Delaware corporation (herein called "Grantor"), hereby grants to **THE ENTERPRISE PARK CONDOMINIUM ASSOCIATION**, a Michigan Non-Profit Corporation, its successors and assigns (herein called "Grantee") for an indefinite period of time, commencing on the date hereof and continuing thereafter until terminated as provided herein, an easement through and under the land owned by Grantor, and more fully described below, and the right to lay, maintain, operate, repair and remove a certain storm sewer, and all appurtenances thereon, situate and being in the Township of Benton, County of Berrien and State of Michigan, known and described as follows, to-wit:

A parcel of land lying 15.00 feet each side of the following centerline located in the Northwest one-quarter of Section 7, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan, more particularly described as follows:

Commencing at the North quarter post of Section 7, Township 4 South, Range 18 West, Benton Township, Berrien County, Michigan; thence South 00 degrees 12' 09" East, along the North and South quarter line of said Section 7, 1981.56 feet, to the point of beginning of the herein described parcel; thence South 89 degrees 16' 08" West, 15.13 feet; thence South 48 degrees 35' 00" West, 223.28 feet; thence South 59 degrees 00' 00" West, 244.00 feet to the point of ending;

and Grantor further hereby grants to the Grantee, its successors and assigns, the right to discharge water from the storm sewer into the ravine located on the premises owned by the Grantor. This right to discharge water is intended to cover water resulting from melting ice and snow, rain water, possible run-off as a result of lawn and plant sprinkling and other incidental surface water run-off; provided, however, that it is not intended to cover water run-off as a result of any kind of processing or other type of usage where a sanitary sewer and waste treatment is customarily required.

Grantor and Grantee agree that in the event that Grantee abandons or fails after the date hereof for any reason whatsoever to maintain and operate a storm sewer through the entire easement for a period of six (6) consecutive months, the easement granted in this instrument shall automatically terminate as to that strip of land through which no storm sewer is maintained or operated, and all right, title and interest to such strip of land shall

automatically revert to Grantor, its successors and assigns. Upon termination of all or any part of the easement as hereinabove provided, Grantee shall, at its sole expense, remove the storm sewer and all appurtenances from such portion of the easement within one hundred twenty (120) days after such termination. In the event that said storm sewer and appurtenances are not removed by Grantee within one hundred twenty (120) days after termination, Grantor may remove the same, dispose of the storm sewer and appurtenances so removed as Grantor sees fit, and charge all cost of removal to Grantee.

Grantee agrees that, as except for appurtenances necessary for maintenance of the storm sewer, said storm sewer shall be laid not less than five (5) feet below the surface of the earth in covered trenches and that the laying, maintaining, operating, repairing and removing of such storm sewer shall be done in a good and workmanlike manner at Grantee's sole responsibility and expense, and so as to cause no unnecessary damage or disturbance to said premises and so that upon completion of the work the surface shall be restored to its present condition, or as near thereto as shall be reasonably possible, and further that Grantee shall pay for and hold Grantor harmless from the payment of any and all damage or liability resulting from the laying, maintenance, operation, repair or removal of such storm sewer.

Grantee will, at any time within ninety (90) days after receiving written notice given by Grantor that Grantor desires relocation of all or any part of said storm sewer, at the expense of Grantor, remove such storm sewer and relocate the same in such course and manner as the duly authorized representative of Grantor, its successors or assigns, shall specify.

This Easement and the right to discharge water from the storm sewer onto Grantee's land shall run with the land and shall be binding upon the Grantor and the successors and assigns of Grantor and shall inure to the benefit of the Grantee and the successors and assigns of Grantee.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed on their behalf by their duly authorized representatives the 30th day of August, 1993.

In the presence of:

WHIRLPOOL CORPORATION
(Grantor)


* Robert L. Denton

By 
Dennis J. Keilman


* Lee R. Utke

Its Director, Corporate Real Estate

In the presence of:

THE ENTERPRISE PARK
CONDOMINIUM ASSOCIATION
(Grantee)

Elyne Haak
* ELYNE HAAK

David W. Kolhagen
* DAVID W. KOLHAGEN

By Richard L. Schanze
RICHARD L. SCHANZE

Its VICE CHAIRMAN

*please print names under signatures

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 30th day of August, 1993, before me, a Notary Public in and for said County, appeared Dennis J. Keilman, of Whirlpool Corporation, a Delaware corporation, to me personally known, who being by me duly sworn, did say that he is the Corporate Real Estate of Whirlpool Corporation, the Corporation named in and which executed the within instrument, and that said instrument was signed and sealed on behalf of said Corporation; and acknowledged the same to be the free act and deed of said Corporation.

Nancy L. Bickel
Nancy L. Bickel Notary Public
Berrien County, Michigan
My Comm. Exp.: September 21, 1996

STATE OF MICHIGAN)
) ss.
COUNTY OF BERRIEN)

On this 20th day of SEPTEMBER, 1993, before me, a Notary Public in and for said County, appeared RICHARD L. SCHANZE, of the Enterprise Park Condominium Association, a Michigan Non-Profit Corporation, to me personally known, who being by me duly sworn, did say that he is the VICE CHAIRMAN of the Enterprise Park Condominium Association, the Corporation named in and who executed the within instrument, and that said instrument was signed and sealed on behalf of said Corporation; and acknowledged the same to be the free act and deed of said Corporation.

Dona L. Lucker
DONA L. LUCKER Notary Public
Berrien County, Michigan
My Comm. Exp.: FEBRUARY 7, 1996

Prepared by:
William M. Engeln (P39053)
Kinney, Cook & Lindenfeld
811 Ship Street, P.O. Box 24
St. Joseph, Michigan 49085
Telephone: (616) 983-0103

When Recorded Return to:
William M. Engeln (P39053)
Kinney, Cook & Lindenfeld
811 Ship Street, P.O. Box 24
St. Joseph, Michigan 49085
Telephone: (616) 983-0103

RECORDED

OCT 20 10 38 AM '93

Bernice T. Tuckney
REGISTER OF DEEDS
BERNICE COUNTY MICHIGAN

Form No. 8105-M/Rev. 9/89

DISTRIBUTION EASEMENT

Indiv. & Corp.

W.O. No. 762/7259Eas. No. 2269Map No. 613

Overhead & Underground

THIS INDENTURE, made this 14th day of January, 19 93,
between Cornerstone Alliance, Inc., a Michigan Non-Profit Corporation,

whose address is 185 East Main Street, Benton Harbor, Michigan 49022

(hereinafter called "Grantor"), and **INDIANA MICHIGAN POWER COMPANY**, an Indiana Corporation authorized to do business in the State of Michigan, whose address is P.O. Box 60, One Summit Square, Fort Wayne, Indiana, 46801 (hereinafter called "grantee").

WITNESSETH: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a right-of-way and easement for the construction, operation, use, maintenance, repair, renewal, and removal of a line or lines of overhead and underground facilities and equipment for the transmission of electrical energy, and for communication purposes including the right to permit attachments of others to said facilities, in, on, along, under, over, across, and through the following described Premises situated in City of Benton Harbor Township, County of Berrien, State of Michigan, and being a part of Section 7, Township 4 South, and Range 18 West, to wit:

Being the same (or a part of the same) property conveyed to Cornerstone Alliance, Inc.

by Whirlpool Corporation by deed dated September 1, 19 92, and recorded in Liber 1530 Page 266

, in the office of the Register of Deeds of Berrien County, Michigan, to which reference is made for further description.

See attached description....

03/02/93

111#2251

A66

MISCELLANEOUS \$11.00

03/02/93

111#2251

A66

STATE REMON FEE \$2.00

RECORDED

MAR 2 12 37 PM '93

By _____
H. J. _____

20

TOGETHER with the right of ingress and egress to, from, and over said Premises, and also the right to cut or trim any trees and bushes which may endanger the safety or interfere with the construction and use of said facilities.

Grantee shall promptly repair or replace all physical damage on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities.

The Grantor warrants that no structure or building shall be erected upon said easement.

After the completion of said system the Grantor reserves the full use of the land which is not inconsistent with the existence and maintenance of said facilities but does agree not to change elevation or grade within the area of said easement without prior written consent of Grantee.

It is agreed that the foregoing is the entire contract between the parties hereto and that this written agreement is complete in all its terms and provisions and shall be binding on their respective representative, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual(s), has hereunto set his hand _____; and if corporation, has caused its corporate name and seal to be affixed by its duly authorized officers, the day first above written.

Signed, Sealed and Delivered in Presence of

Susan A. Lackey
Susan A. Lackey
Linda C. Honyoust
Linda C. Honyoust

Cornerstone Alliance, Inc.
Duane A. O'Neil
Duane A. O'Neil
President
President

This instrument was prepared by Linda C. Honyoust, Agent for Indiana Michigan Power Company on its behalf.

STATE OF MICHIGAN

County of Beaumont } ss:

On this 14th day of January
in the year of our Lord one thousand nine hundred and 93
before me, a Notary Public in and for said County
appeared Duane A. O'Neil to me personally
known, who, being by me duly sworn, did _____ say that _____
_____ the _____
of _____
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Barrie M. Power
Notary Public, Beaumont County, Michigan
My commission expires August 22, 19 93

STATE OF MICHIGAN

County of _____ } ss:

On this _____ day of _____, 19 _____, before me personally appeared _____
to me known to be the person _____ described in and who executed the within instrument, and acknowledged that _____ executed the same as _____ free act and deed.
_____, Notary Public
_____, County, Michigan
My commission expires _____, 19 _____.

That part of the Northeast Quarter of Section 7, described as follows: Commencing at the North Quarter post of Fractional Section 7, thence South $00^{\circ} 12' 09''$ East, along the North and South Quarter line of said fractional Section 7, 1332.18 feet, to the Northwest corner of the Southwest One-Quarter of the Northeast One-Quarter of said Section, being the point of beginning of the herein described parcel; thence continuing South $00^{\circ} 12' 09''$ East, along said North and South Quarter line, 1332.18 feet, to the center Quarter Post of said Section; thence South $89^{\circ} 12' 20''$ East, along the East and West Quarter line of said Section, 657.12 feet, to the Southeast corner of the West 20 acres of the Southwest One-Quarter of the Northeast One-Quarter of said Section; thence North $00^{\circ} 09' 05''$ West, along the East line of said West 20 acres, 332.10 feet, to the Southwest corner of the North 15 acres of the East one-half of the Southwest One-Quarter of the Northeast One-Quarter of said Section; thence South $89^{\circ} 07' 24''$ East, along the South line of said North 15 acres, 657.43 feet, to the West line of the Southeast One-Quarter of the Northeast One-Quarter of said Section; thence South $00^{\circ} 06' 01''$ East, along the West line of said Southeast One-Quarter of the Northeast One-Quarter, 331.15 feet, to the Southwest corner of the Southeast One-Quarter of the Northeast One-Quarter of said Section; thence South $89^{\circ} 12' 20''$ East, along said East and West Quarter line of said Section, 210.13 feet, to the centerline of Paw Paw Avenue (formerly M-139); thence North $27^{\circ} 17' 09''$ East (recorded as North $27^{\circ} 25'$ East) along said centerline, 934.48 feet; thence North $88^{\circ} 27' 02''$ West, 640.21 feet (recorded as North $88^{\circ} 21'$ West, 644.06 feet), to the East line of the Southwest One-Quarter of the Northeast One-Quarter of said Section; thence North $00^{\circ} 06' 01''$ West, along the East line of said Southwest One-Quarter of the Northeast One-Quarter, 479.69 feet, to the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section; thence North $88^{\circ} 52' 36''$ West, along the North line of said Southwest One-Quarter of the Northeast One-Quarter, 493.78 feet, to the East line of the East 11 acres of the West 25 acres of the Northwest One-Quarter of the Northeast One-Quarter of said Section; thence North $00^{\circ} 08' 19''$ West, along the East line of said East 11 acres, 80.90 feet, to a point of intersection with a non-tangent curve, said curve having a radius of 2167.01 feet and a central angle of $09^{\circ} 43' 27''$; thence Westerly along the arc of said curve to the right, a distance of 367.78 feet, to the West line of said East 11 acres, being the point of intersection with a non-tangent line, said arc subtended by a chord which bears South $80^{\circ} 06' 17''$ West, a distance of 367.34 feet; thence South $00^{\circ} 10' 00''$ East, along the West line of said East 11 acres, 10.67 feet, to the North line of the Southwest One-Quarter of the Northeast One-Quarter of said Section; thence North $88^{\circ} 52' 36''$ West, along the North line of said Southwest Quarter of the Northeast Quarter, 460.86 feet, to the point of beginning.