

DECLARATION OF RESTRICTION
ON LAND USE

08/23/96

111H1437 A66
MISCELLANEOUS \$27.00

08/23/96

111H1437 A66
STATE REMIN FEE \$2.00

This declaration is made this 24th day of July, 1996 by Lon Keast, CNB Investment Company, 1001 South Worth Street, Birmingham, Michigan 48009-6943 (herein referred to as "Owner").

Owner is the title holder of certain property located in the Charter Township of St. Joseph, Berrien County, T 5 S, R 19 W, Section 1 & 2 and Section 35 & 36, Lot Nos 1 through 53, as described on the attached Exhibit "A" and which property is referred to as the "Property".

The property contains areas identified as "waters of the United States", including wetlands, "as defined in regulations promulgated pursuant to Section 404 of the Clean Water Act (33 CFR 328.3(b)).

Owner desires to obtain reasonable use of the property by dredging an access channel, placing rip-rap, in conjunction with pond expansion/cove creation, and associated residential upland development, a road crossing requires certain improvements being constructed in a specified portion of the waters of the United States, as outlined in the attached permit drawings. The location of the jurisdictional improvement is described and shown on the metes and bounds description attached hereto as Exhibit "B".

Owner has agreed to restrict any future activities in the wetland areas in the property, as described in Exhibit "B", and defined on the permit drawings as Exhibit "C", depicted thereon as "Preserved Area".

Owner has agreed to minimize detriments to the wetland resources in the Preserved Area remaining outside the improvements area in exchange for and as a condition of authorization of improvements by the Department of the Army, United States of America, Corps of Engineers ("Corps").

Owner hereby declares and covenants that no discharge of dredge or fill material, dredging, or other altering, modification or development of the Preserved Area will be undertaken, and they will assure, to the best of their ability, that the vegetation, soils, and hydrology of the Preserved Area, will remain in an unaltered natural condition.

The restriction and conveyance created herein shall be perpetual, will be binding to the owner and their legal representatives, heirs, and assigns. The Corps and its successors and designees, shall have the right to enforce any of the provisions contained herein against the Owner and their legal representatives, heirs, and assigns.

In witness whereof, the undersigned, being the Owner herein, have executed this instrument on the day set forth above.

WITNESS(ES)

Marc Howard
Marc Howard, Eagle Pointe Assoc., Ltd.
Mary Ann Agdanowski
Mary Ann Agdanowski

Lon Keast
Lon Keast, CNB Investment Co.
Owners Authorized Representative

RECORDED

AUG 23 3 03 PM '96

STATE OF MICHIGAN

COUNTY OF

SS.

Bernice T. ...
NOTARY PUBLIC
MICHIGAN

On this Aug. 22, 1996 before me, a notary public in and for said county, personally appeared Lon Keast and made oaths that they executed the within Declaration of Restriction on Land Use of their own free act and deed.

MARY ANN AGDANOWSKI
NOTARY PUBLIC
MICHIGAN

Mary Ann Agdanowski
LIBER 1767 PAGE 1271

PARCEL IV - EXHIBIT "A"

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST AND SECTION 35 AND SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER POST OF SECTION 2, TOWNSHIP 5 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN; THENCE NORTH $00^{\circ}45'02''$ EAST, ALONG THE EAST LINE OF SAID SECTION 2, 2275.70 FEET, TO THE CENTERLINE OF HIGHWAY M-63 FORMERLY U.S. 31; THENCE NORTH $42^{\circ}48'43''$ WEST, ALONG SAID CENTERLINE, 194.91 FEET, TO A POINT CALLED 2335 FEET NORTH AND 59 FEET WEST AND NORTH $43^{\circ}10'$ WEST 100 FEET FROM SAID EAST QUARTER POST, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH $42^{\circ}48'43''$ WEST, ALONG SAID CENTERLINE, 0.93 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 1014.08 FEET AND A CENTRAL ANGLE OF $18^{\circ}47'23''$; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 332.56 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $52^{\circ}12'24''$ WEST, A DISTANCE OF 331.07 FEET, TO A POINT OF TANGENCY; THENCE NORTH $61^{\circ}36'06''$ WEST, ALONG SAID CENTERLINE, 472.39 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 716.20 FEET AND A CENTRAL ANGLE OF $31^{\circ}51'00''$; THENCE NORTHWESTERLY ALONG SAID CENTERLINE AND THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 398.12 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $45^{\circ}40'36''$ WEST, A DISTANCE OF 393.02 FEET, TO A POINT OF TANGENCY; THENCE NORTH $29^{\circ}45'06''$ WEST, ALONG SAID CENTERLINE, 129.39 FEET, THENCE NORTH $60^{\circ}14'54''$ EAST, 25.66 FEET TO A POINT OF CURVATURE AND THE BEGINNING OF A CURVE, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF $77^{\circ}31'13''$; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 54.12 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $07^{\circ}43'11''$ EAST, A DISTANCE OF 50.08 FEET, TO A POINT OF TANGENCY; THENCE NORTH $46^{\circ}28'48''$ EAST, 38.39 FEET; THENCE NORTH $35^{\circ}04'48''$ EAST, 192.11 FEET, TO A POINT OF CURVATURE AND THE BEGINNING OF A CURVE, SAID CURVE HAVING A RADIUS OF 1218.00

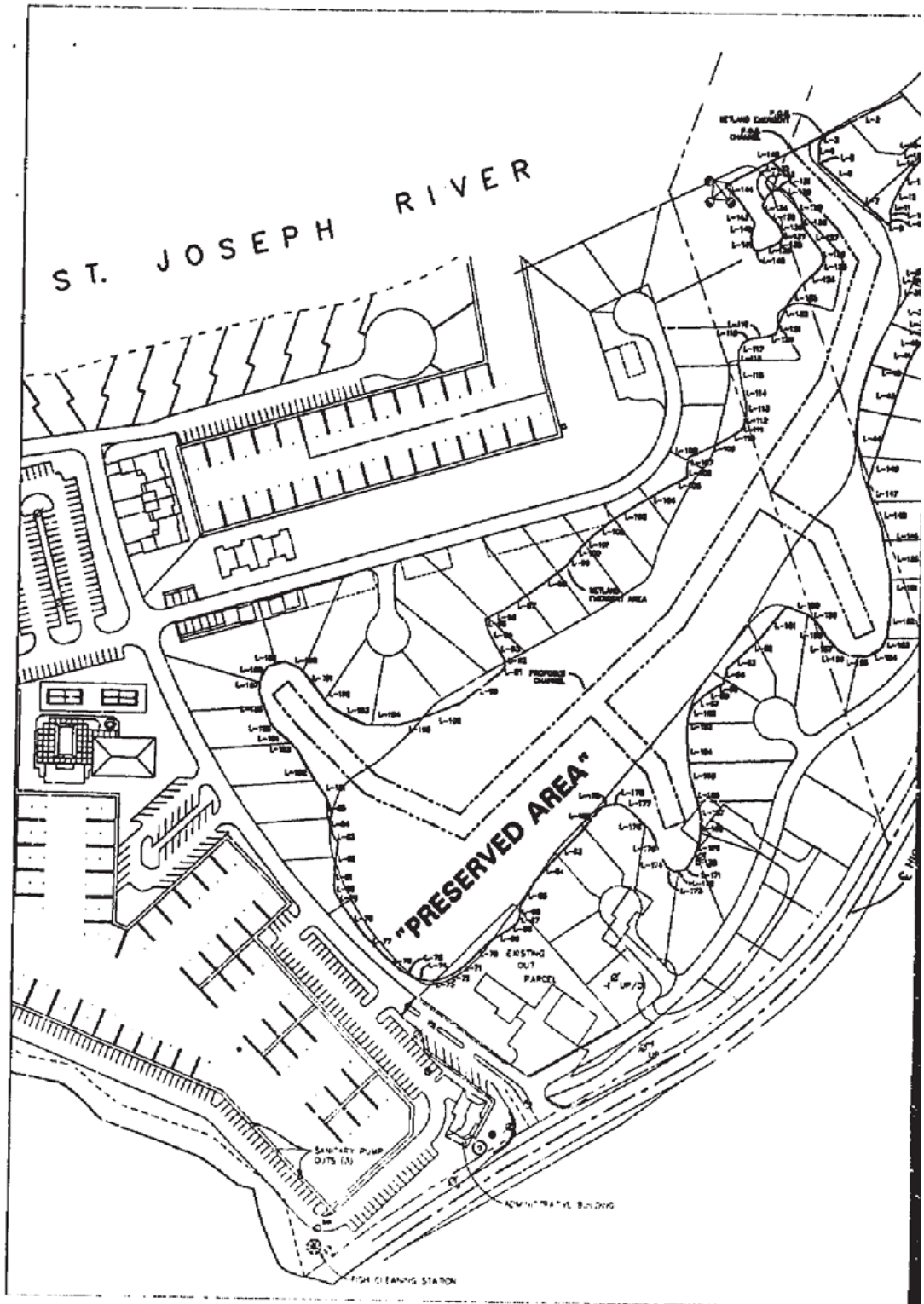
FEET AND A CENTRAL ANGLE OF $29^{\circ}19'51''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 623.52 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $52^{\circ}59'46''$ EAST, A DISTANCE OF 616.73 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE SOUTH $16^{\circ}11'20''$ EAST, 213.27 FEET; THENCE NORTH $73^{\circ}48'40''$ EAST, 29.00 FEET; THENCE SOUTH $16^{\circ}11'20''$ EAST, 362.00 FEET; THENCE SOUTH $73^{\circ}48'40''$ WEST, 20.00 FEET; THENCE SOUTH $16^{\circ}11'20''$ EAST, 80.00 FEET, TO THE POINT OF CURVATURE OF A CURVE, SAID CURVE HAVING A RADIUS OF 170.00 FEET AND A CENTRAL ANGLE OF $61^{\circ}06'56''$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 181.33 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH $46^{\circ}44'48''$ EAST, A DISTANCE OF 172.86 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH $12^{\circ}41'45''$ EAST, 20.00 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF $32^{\circ}01'52''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 83.86 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH $86^{\circ}40'49''$ EAST, A DISTANCE OF 82.77 FEET, TO A POINT OF TANGENCY; THENCE NORTH $70^{\circ}39'53''$ EAST, 125.34 FEET; THENCE NORTH $25^{\circ}51'05''$ WEST, 90.59 FEET; THENCE NORTH $37^{\circ}32'11''$ EAST, 80.37 FEET, TO AN INTERMEDIATE TRAVERSE LINE OF THE ST. JOSEPH RIVER; THENCE SOUTH $27^{\circ}59'04''$ EAST, ALONG SAID INTERMEDIATE TRAVERSE LINE, 561.28 FEET; THENCE SOUTH $47^{\circ}01'00''$ WEST (RECORDED SOUTH $46^{\circ}30'$ WEST), 590.46 FEET, TO THE POINT OF BEGINNING.

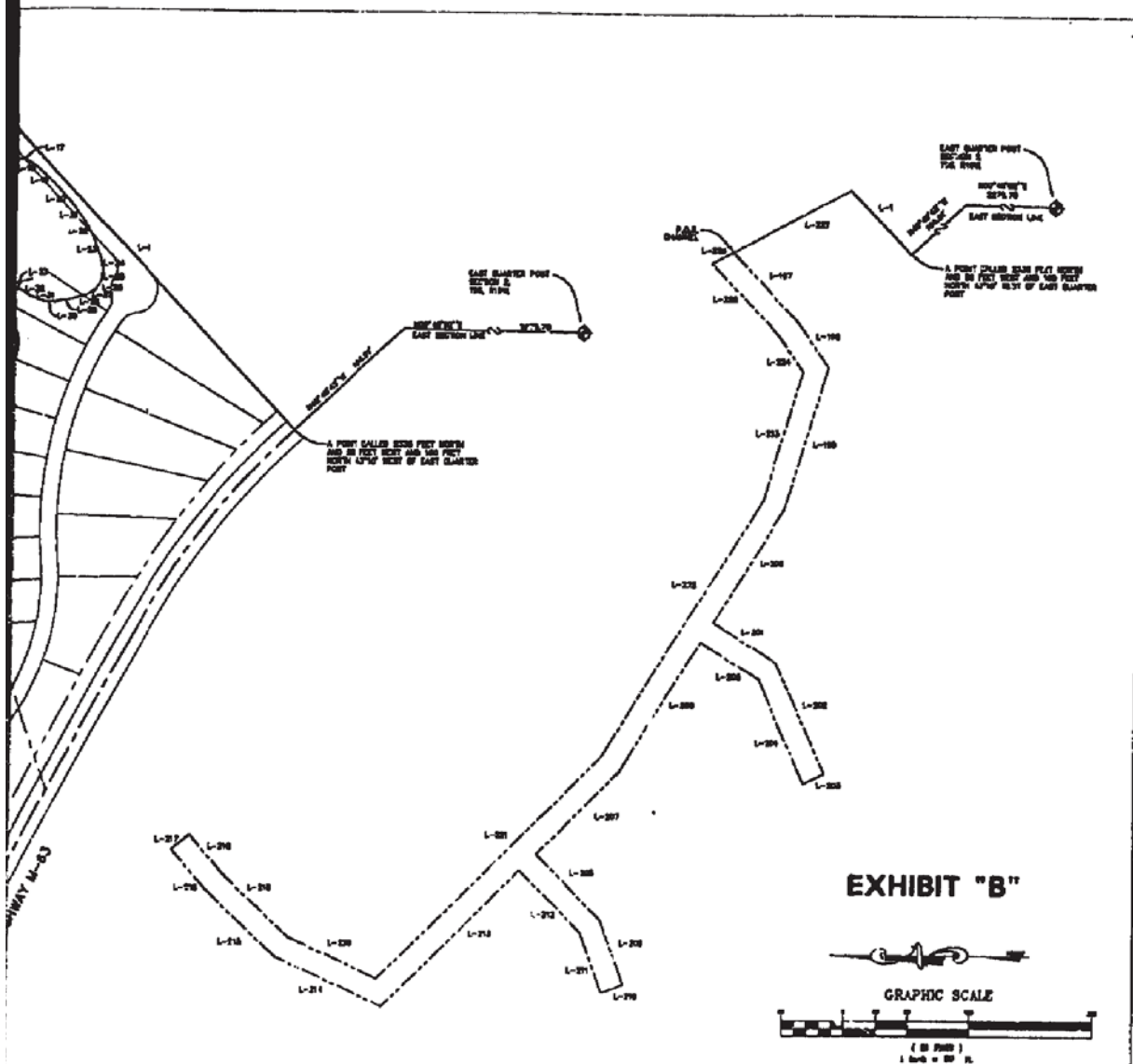
ALSO INCLUDING ALL THAT LAND LYING BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE CENTERLINE OF THE ST. JOSEPH RIVER.

EXCEPTING THEREFROM:

PARCEL "A" AS RECORDED DECEMBER 11, 1991, IN THE FIRST AMENDMENT TO EXHIBIT B DRAWINGS, EAGLE POINT HARBOR CLUB CONDOMINIUM, LIBER 70, PAGE 100-159 INCLUSIVE, BERRIEN COUNTY RECORDS. SUBJECT TO EASEMENTS OF RECORD.

E:\SDSKPR00\95334\DWG\95334MTL Wed Jun 26 10:03:54 1996 COPYRIGHT 1996-ABONMARCHÉ CONSULTANTS, INC.





PROPOSED CHANNEL DETAIL

EXHIBIT "B"



GRAPHIC SCALE



Daniel B. Thaler June 26, 1996
 DANIEL B. THALER
 LICENSED PROFESSIONAL SURVEYOR #78431
 ABONMARCHÉ CONSULTANTS, INC.

NO.	REVISION DESCRIPTION	BY	DATE
EAGLE POINTE HARBOR			
ABONMARCHÉ CONSULTANTS, INC. 1711 E. Michigan Avenue Ann Arbor, Michigan 48106 TEL 313-963-4530 FAX 313-963-4531			
ARCHITECTURE / ENGINEERING / LAND SURVEYING NATURAL RESOURCES / CONSTRUCTION MANAGEMENT			
DRAWING TITLE WETLAND BOUNDARY			
SCALE VERTICAL: 1" = 50' HORIZONTAL: 1" = 50' DATE: MAY 31, 1996 DESIGNED: DRAWN: GSK/AJH APPROVED: JOB NO. 95334 WLT			SHEET 1 OF 1 SHEETS

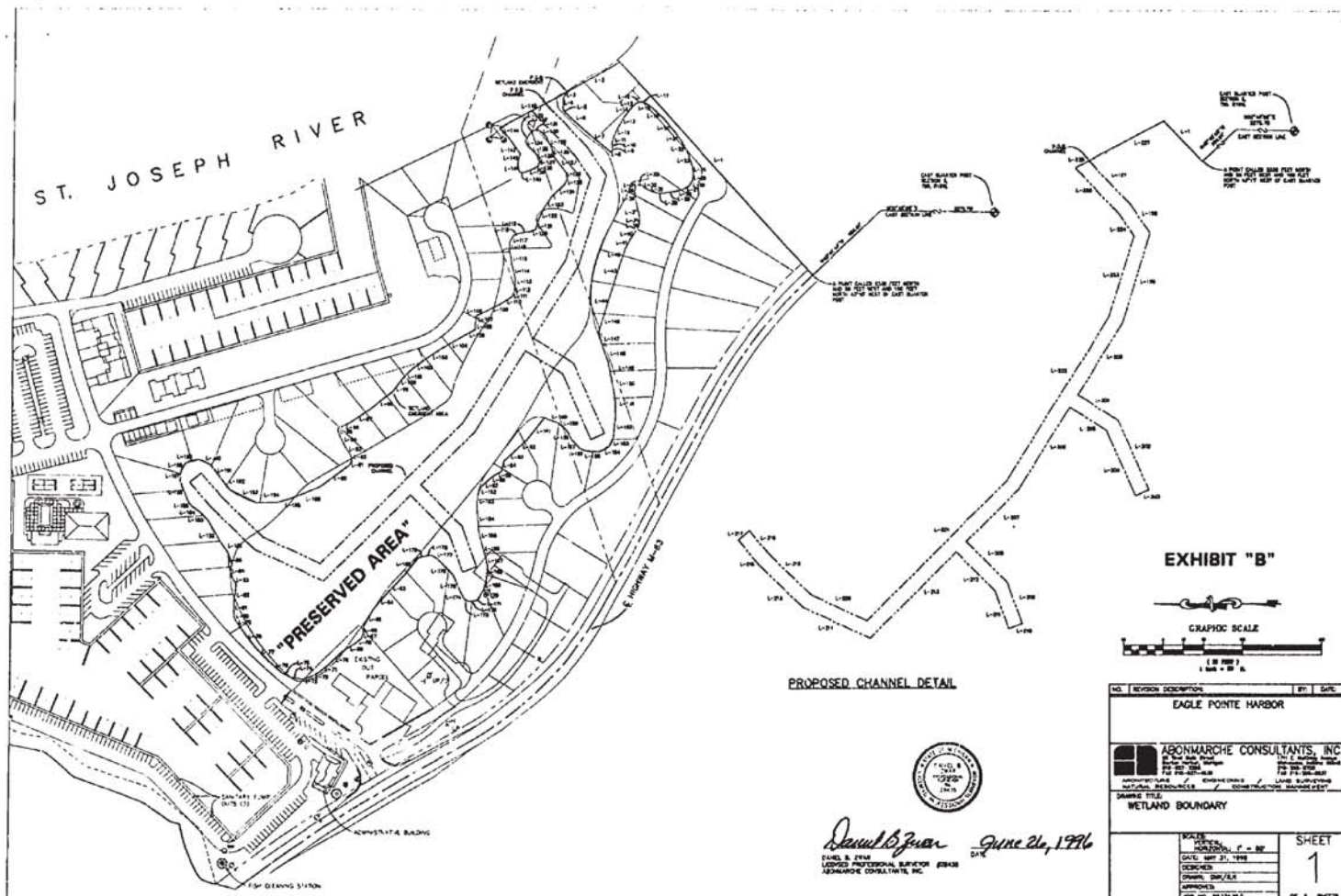


EXHIBIT "8"

LINE DATA

[The page contains dense, illegible vertical text.]

[illegible]

"PRESERVED AREA"

WETLAND EMERGENT DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 18 WEST AND SECTION 36 AND SECTION 38, TOWNSHIP 4 SOUTH, RANGE 18 WEST, ST. JOSEPH TOWNSHIP, BARRON COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PROPOSED CHANNEL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 5 SOUTH, RANGE 18 WEST AND SECTION 36 AND SECTION 38, TOWNSHIP 4 SOUTH, RANGE 18 WEST, ST. JOSEPH TOWNSHIP, BURNER COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

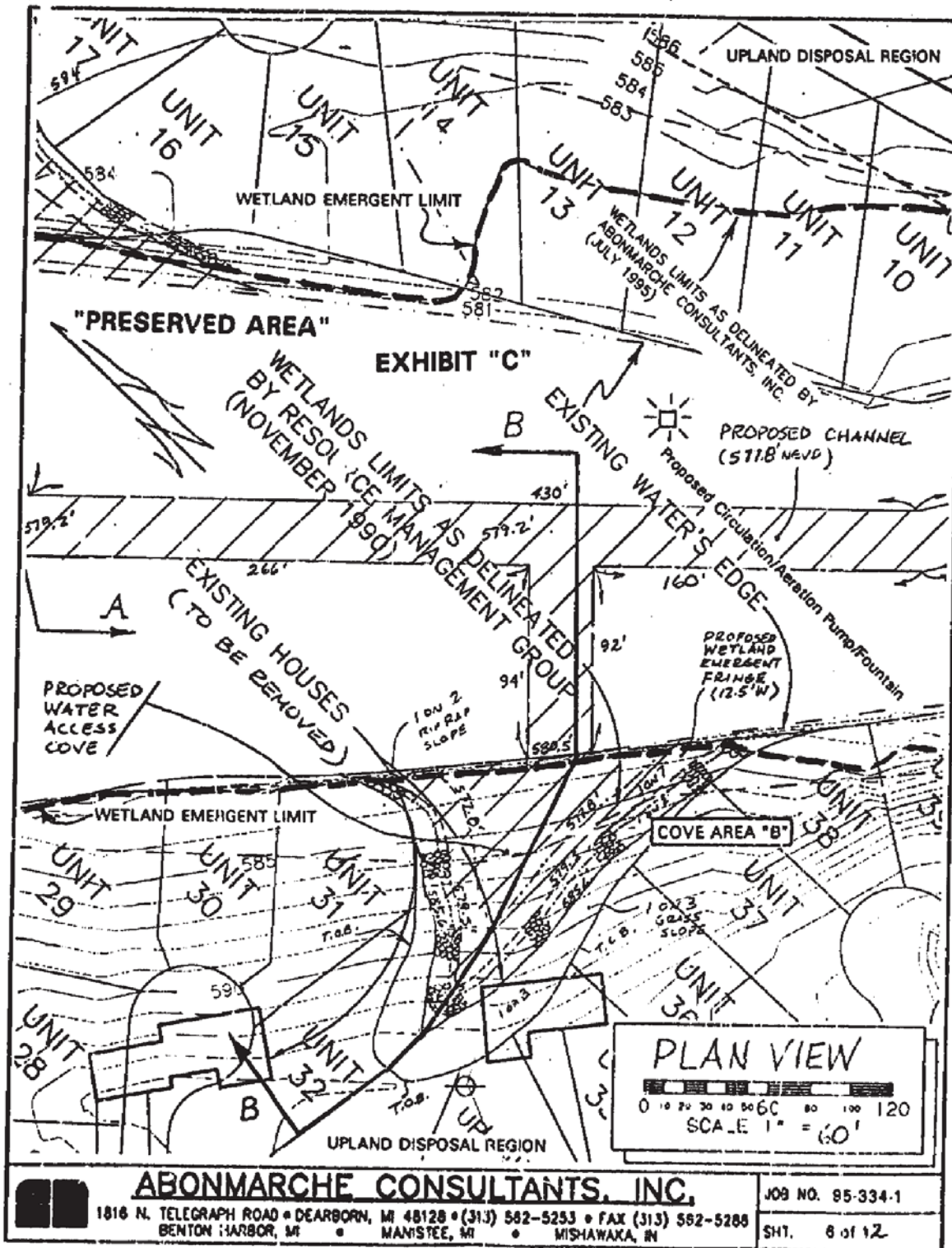
EXCEPTING THEREFROM:
PROPOSED CHANNEL, IS DESCRIBED

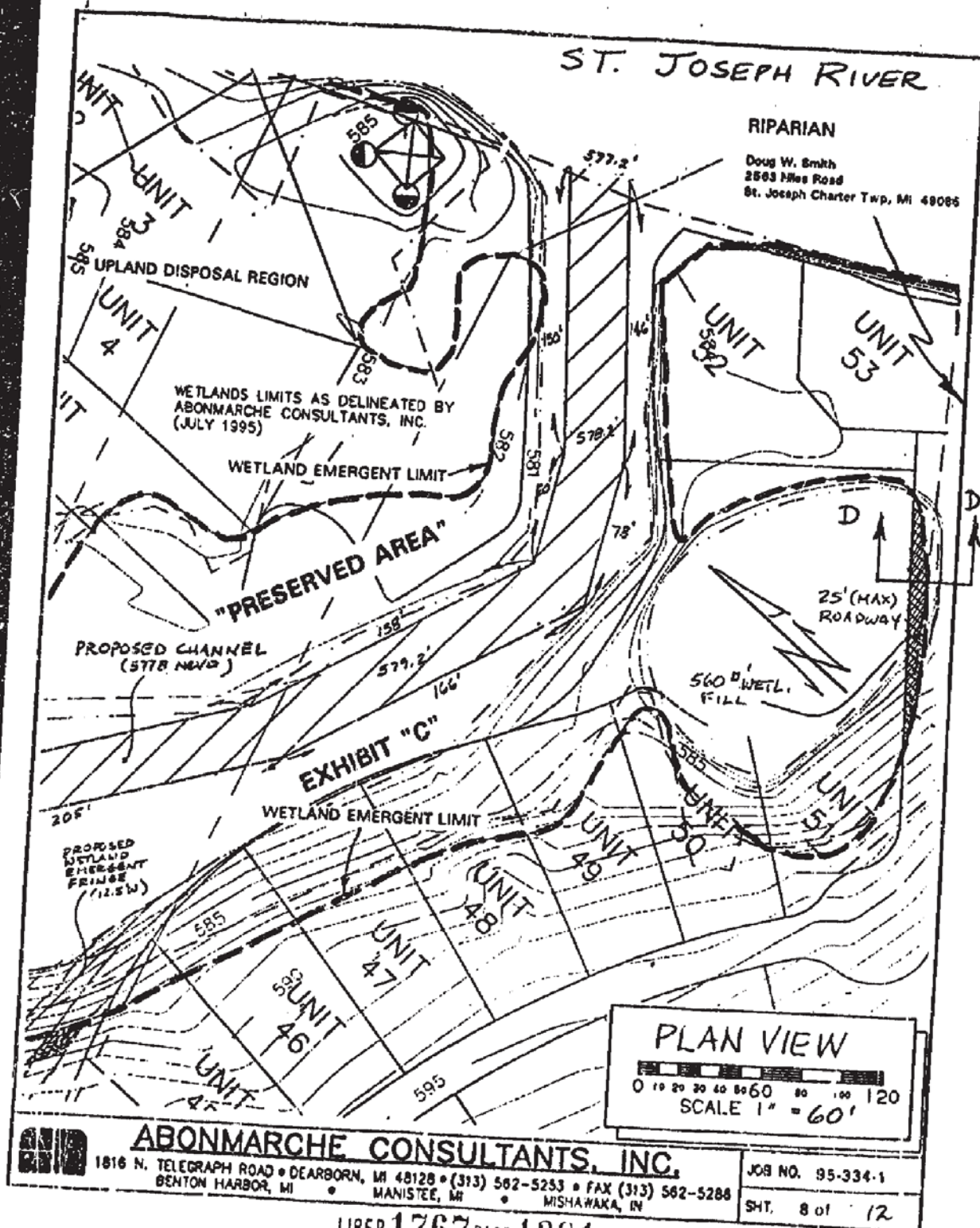


Daniel B. Zuer June 26, 1996
DATE

NO. REGION SUBREGION	SP. DATE
EAGLE PONTE HARBOR	
 ABONMARCHÉ CONSULTANTS, INC. 1000 Avenue du Parc 10th Floor Montreal, Quebec H3B 2Y4 Tel: (514) 392-1111 Fax: (514) 392-1112 Email: info@abonmarche.com	
ARCHITECTURE	ENGINEERING
LANDSCAPE ARCHITECTURE	LAND SURVEYING
DESIGN TITLE	
WETLAND BOUNDARY LINE DATA & LEGAL DESCRIPTIONS	







RECORDED

01 JUL 18 PH 1:27

W. J. JARVIS
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

07/18/01 111#7759 A44
MISCELLANEDUS \$13.00
07/18/01 111#7759 A44
STATE REMON FEE \$2.00

DISTRIBUTION EASEMENT

Indiv. & Corp.
Overhead & Underground

W.O. No. 7500803 Eas. No. 1633 Map No. 658
SERIAL # 26382

THIS INDENTURE, made this 14TH day of JUNE, 192001,
between TWENTY-THREE ACRES LLC

whose address is 2351 NILES ROAD, ST. JOSEPH, MI 49085

(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 ST. JOSEPH Township, County of BERRIEN, State of Michigan, and being a part of Section 2, Township S SOUTH, and Range 19 WEST, to wit:

Being the same (or part of the same) property conveyed to _____
by _____, and recorded in _____ by deed dated _____
_____, in the office of the Register of Deeds of _____
County, Michigan, to which reference is made for further description.

SEE THE ATTACHED SHEETS FOR DESCRIPTION AND "EXHIBIT A"

11-18

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), ha_____ hereunto set _____ 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

Linda C. Honyoust
LINDA C. HONYOUST
Linda S. Alfieri
LINDA S. ALFIERI

TWENTY-THREE ACRES LLC

Paul Watt, Jr.
PAUL WATT, JR.

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

PREPARED BY:
LINDA C. HONYOUST
INDIANA/MICHIGAN POWER COMPANY
2425 MEADOWBROOK ROAD
BENTON HARBOR, MI 49022

STATE OF MICHIGAN
County of BERRIEN ss:

On this 14th day of JUNE
in the year of our Lord one thousand nine hundred and 2001
before me, a NOTARY PUBLIC in and for said County
appeared PAUL WATT, JR. to me personally
known, who, being by me duly sworn, did _____ say that HE
IS the MEMBER
of TWENTY-THREE ACRES LLC
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 PAUL WATT, JR
_____ acknowledged said instrument to be the
free act and deed of said corporation.

Linda C. Honyoust

LINDA C HONYOUST
Notary Public, Berrien County, MI
My Commission Expires Dec 28, 2003

Notary Public, BERRIEN County, Michigan

My commission expires DECEMBER 28, 2003

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____

A 15.00 foot wide easement for facilities for as shown by the attached drawing "EXHIBIT A" and contained in the following described property:

Commencing at the East Quarter Post of Section 2; Thence North 0°45'02" East 2275.7 feet to the Center Line of M-63; Thence North 42°48'43" West 194.91 feet to the Point of Beginning said point also called 2335 feet North 59 feet West and North 43°10' West 100 feet from said Quarter Post; Thence North 42°48'43" West .93 feet; Thence along a 1014.08 foot radius curve left a chord distance of North 52°12'24" West 331.07 feet; Thence North 61°36'06" West 472.39 feet; Thence along a 716.2 foot radius curve right a chord distance North 45°40'36" West 393.02 feet; Thence North 29°45'06" West 129.39 feet; Thence North 60°14'54" East 25.66 feet; Thence around a 40 foot radius curve to the right a chord distance North 07°43'11" East 50.08 feet; Thence North 46°28'48" East 38.39 feet; Thence South 29°39' East 150.55 feet; Thence North 47°31' East 229.51 feet; Thence North 45°03' West 188.12 feet; Thence along a 1218 foot radius curve to the right a chord distance North 52°59'46" East 616.73 feet; Thence South 16°11'20" East 213.27 feet; Thence North 73°48'40" East 29 Feet; Thence South 16°11'20" East 362 feet; Thence South 73°48'40" West 20 feet; Thence South 16°11'20" East 80 feet; Thence along a 170 foot radius curve to the left a chord distance South 46°44'48" East 172.86 feet; Thence North 12°41'45" East 20 feet; Thence along a 150 foot radius curve to the left a chord distance of North 86°40'49" East 82.77 feet; Thence North 70°39'53" East 125.34 feet; Thence North 25°51'05" West 90.59 feet; Thence North 37°32'11" East 80.37 feet to the Travis line along the St. Joseph River; Thence South 27°59'04" East 561.28 feet; Thence South 47°01' West 590.46 feet to the point of beginning.

RECORDED

03 FEB 14 PM 3:03

L. C. H. D. JARVIS
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

02/14/03 111#6153 A44
02/14/03 111#6153 A44
MISCELLANEOUS \$13.00
STATE RECDN FEE \$2.00

DISTRIBUTION EASEMENT
Indiv. & Corp.
Overhead & Underground

W.O. No. 7501775 Eas. No. MI020105

THIS INDENTURE, made this 8th day of October, 2002
between TWENTY-THREE ACRES, LLC

whose address is 2351 NILES ROAD, ST. JOSEPH, MI 49085

(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 ST. JOSEPH Township, County of BERRIEN, State of Michigan, and being a part of Section 35/36, Township S SOUTH, and Range 19 WEST, to wit:

Being the same (or part of the same) property conveyed to TWENTY-THREE ACRES, LLC

by CNB INVESTMENT COMPANY by deed dated
FEBRUARY 1, 2000, and recorded in LIBER 2029 PAGE 1635

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

SEE THE ATTACHED DESCRIPTION AND "EXHIBIT A".

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.

LIBER 2345
PAGE 782

RECEIVED FEB 6 2003

11-18

IN WITNESS WHEREOF, Grantor, if individual (s), ha_____hereunto set _____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

Linda C. Honyoust
Linda C. Honyoust
Edward K. Owens
Edward K. Owens

Twenty-Three Acres, LLC
Paul Watt, Jr.
Paul Watt, Jr.
Manager

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

PREPARED BY:
LINDA C. HONYOUST
INDIANA/MICHIGAN POWER COMPANY
2425 MEADOWBROOK ROAD
BENTON HARBOR, MI 49022

STATE OF MICHIGAN
County of Berrien ss:

On this 8th day of October
in the year of our Lord ~~two thousand and nine hundred and~~ 2002
before me, a Notary Public in and for said County
appeared Paul Watt, Jr. to me personally
known, who, being by me duly sworn, did say that he is the Manager
of Twenty-Three Acres, LLC
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 Paul Watt, Jr
acknowledged said instrument to be the
free act and deed of said corporation.

KATHY MENSINGER
NOTARY PUBLIC BERRIEN CO. MI
MY COMMISSION EXPIRES Feb 19, 2006

Kathy Mensinger
Kathy Mensinger
Notary Public, Berrien County, Michigan

My commission expires 02/19/06 ~~19xx~~

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____

ILLEGIBILITY
DUE TO POOR ORIGINAL

10/10/02
30.00
MIOZOLIOS

A 15.00 foot wide Easement for facilities as shown by the attached drawing "EXHIBIT A" and contained in the following described property:

Commencing at the East Quarter Post of Section 2; Thence North 00°45'02" East along the East Line of said Section 2 a distance of 2275.70 feet to the Centerline of Highway M-63 formerly US-31; Thence North 42°48'43" West along said Centerline 194.91 feet to a point called 2335 feet North and 59 feet West and North 43°10' West 100 feet from said East Quarter Post, said point being the point of beginning of the herein described parcel; Thence continuing North 42°48'43" West along said Centerline 0.93 feet to the point of curvature of a curve said curve having a radius of 1014.08 feet and a central angle of 18°47'23"; Thence Northwesterly along said centerline and the arc of said curve to the Left a distance of 332.56 feet, said arc subtended by a chord which bears North 52°12'24" West a distance of 331.07 feet to a point of tangency; Thence North 61°36'06" West along said centerline 472.39 feet to the point of curvature of a curve said curve having a radius of 716.20 feet and a central angle of 31°51'00"; Thence Northwesterly along said Centerline and the arc of said curve to the Right a distance of 398.12 feet said arc subtended by a chord which bears North 45°40'36" West a distance of 393.02 feet to a point of tangency; Thence North 29°45'06" West along said Centerline 129.39 feet; Thence North 60°14'54" East 25.66 feet to a point of curvature and the beginning of a curve, said curve having a radius of 40.00 feet and a central angle of 77°31'13"; Thence Northwesterly along the arc of said curve to the Right a distance of 54.12 feet said arc subtended by a chord which bears North 07°43'11" East a distance of 50.08 feet to a point of tangency; Thence North 46°28'48" East 38.39 feet; Thence North 35°04'48" East 192.11 feet to a point of curvature and the beginning of a curve said curve having a radius of 1218.00 feet and a central angle of 29°19'51"; Thence Easterly along the arc of said curve to the Right, a distance of 623.52 feet said arc subtended by a chord which bears North 52°59'46" East a distance of 616.73 feet to a point of intersection with a non-tangent line; Thence South 16°11'20" East 213.27 feet; Thence North 73°48'40" East 29.00 feet; Thence South 16°11'20" East 362.00 feet; Thence South 73°48'40" West 20.00 feet; Thence South 16°11'20" East 80.00 feet to the point of curvature of a curve said curve having a radius of 170.00 feet and a central angle of 61°06'56"; Thence Southeasterly along the arc of said curve to the Left a distance of 181.33 feet said arc subtended by a chord which bears South 46°44'48" East a distance of 172.86 feet to a point of intersection with a non-tangent line; Thence North 12°41'45" East 20.00 feet to a point of intersection with a non-tangent curve, said curve having a radius of 150.00 feet and a central angle of 32°01'52"; Thence Easterly along the arc of said curve to the Left a distance of 83.86 feet, said arc subtended by a chord which bears North 86°40'49" East a distance of 82.77 feet to a point of tangency; Thence North 70°39'53" East 125.34 feet; Thence North 25°51'05" West 90.59 feet; Thence North 37°32'11" East 80.37 feet to an intermediate traverse line of the St. Joseph River; Thence South 27°59'04" East along said intermediate traverse line 561.28 feet; Thence South 47°01'00" West (Recorded South 46°30' West) 590.46 feet to the point of beginning.

~~Also including all that land lying between the intermediate traverse line and the centerline of the St. Joseph River.~~

EXCEPTING THEREFROM:

PARCEL "A"

Commencing at the Northwest corner of Trail Lane and the Southerly Right of Way Line of Highway US-31 & 33 (Niles Road) in said Section 35; Thence North 36°53' West 679.00 feet; Thence North 46°30' East 84.34 feet to the place of beginning of the parcel of land herein described; Thence South 29°39' East 150.55 feet; Thence North 47°31' East 228.75 feet; Thence North 45°03' West 188.12 feet; Thence South 35°06' West 191.38 feet to the place of beginning.

ILLEGIBILITY
DUE TO POOR ORIGINAL

MI020105

MI020105

EXHIBIT A

SEE SHEETS 8C & 8D OF M
FOR UNITS 73-78

SANITARY SEWER/WATERMAIN
EASEMENT

SEAWALL

10.0' WIDE UTILITY
EASEMENT

LIBER 2345
PAGE 755

EN WATER

EASEMENT AND RIGHT OF WAYThe Grantor(s), Eagle Point AssociatesLimited Partnership, whose address is2351 Niles Road, St. Joseph, 49085,hereby grant(s) and convey(s) to Grantee, Michigan Gas Utilities Company, a Michigan corporation, whose address is 899 South Telegraph Road, Monroe, Michigan 48161 for the sum of One dollar and no/100

-----(\$1.00), receipt of which is hereby acknowledged, an easement and right of way to lay, construct, and maintain an initial gas pipeline and any additional pipelines desired by Grantee, with the usual connections and accessories, for the purposes of gathering, transporting or transmitting gas through, and across the following described parcel of land located in the

Township of St. Joseph, County of Berrien, Michigan:

See attached "EXHIBIT A."

RECORDED

OCT 17 11 19 AM '89

Bernice T. Thaw
REGISTER OF DEEDS
BERRIEN COUNTY MICHIGAN

The easement and right of way is more specifically described as follows:

Easement to lie 7.5 feet on either side of gas lines as installed on the above described parcel.

Grantee, its successors and assigns, shall have the right to enter the first above described parcel of land at all times for purposes of constructing, repairing, removing, replacing, and maintaining its gas pipeline in the easement and right of way. The Grantee shall pay the then owner of the land and any tenant or lessee thereof, as their respective interests may appear, for damages caused by such subsequent entry and use. The entry shall be over established

Liber _____

Page _____

public or private rights of way, or if there are none, at a place which will minimize damages which might result from entry. Fences and soil drainage systems, if any, on the parcel shall be left in as good condition as found.

Grantor may use the easement and right of way for cultivation and other purposes not inconsistent with this easement and right of way or contrary to safety as determined by Grantee; provided, however, no buildings, structures or other obstructions shall be built or placed upon or encroach upon this easement and right of way, nor shall any excavation, removal of soil, installation of drain tiles or drilling be done in the easement and right of way except with the written consent of Grantee.

Grantee shall have the right from time to time to clear the right of way and easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and easement and right of way herein granted.

Executed this 12th day of October, 1989.

WITNESSES

William E. Miller
WILLIAM E. MILLER

Michael R. Michalek
Michael R. Michalek

GRANTOR(S)
Eagle Point Associates

By: Marc Howard
MARC HOWARD, Partner

By: Eric C. Foster
ERIC C. FOSTER, Partner

By: Paul Watt Sr.
PAUL WATT SR., Partner

By: Paul Watt Jr.
PAUL WATT JR., Partner

State of Michigan)
County of Berrien) SS.

The foregoing instrument was acknowledged before me this 12th day of October, 1989 by Marc Howard, Eric Foster, Paul Watt, Sr., and Paul Watt, Jr., Partners Jeannine L. Marks.

JEANNINE L. MARKS
Notary Public, Berrien County, Michigan
My Commission Expires Dec. 31, 1991

Notary Public, Berrien County, Michigan
My Commission Expires: 12/31/91

Prepared By: & Return to:

Peter D. Elliott
MICHIGAN GAS UTILITIES
1769 Dewey Avenue
Benton Harbor, MI 49022

Liber _____

Page _____

EXHIBIT A

That part of Sections 35 and 36, Township 4 South, Range 19 West, and that part of Section 2, Township 5 South, Range 19 West, described as follows: Commencing in the center of Highway US-31 at a point that is 2510 feet North and 236 feet West of the East Quarter post of said Section 2; thence North 46 degrees 30' East 672 feet to the Westerly bank of the St. Joseph River; thence Northerly, downstream, along the Westerly bank of said river, to the East and West center line of said Section 35; thence West 526 feet to the center of Hickory Creek; thence Southwesterly, upstream, along the center line of said creek, to the Easterly line of the right of way of the Michigan Central Railroad; thence Southwesterly along said railroad right of way, 190 feet, more or less, to the center of Highway US-31; thence Southeasterly, along the center line of said Highway, 1497 feet to the place of beginning, containing 60 acres, more or less,

EXCEPTING THEREFROM Commencing at the Northwest corner of Trail Lane and the Southerly right of way line of Highway US-31 & 33 (Niles Road) in said Section 35; thence North 36 degrees 53' West 679.00 feet; thence North 46 degrees 30' East 84.34 feet to the place of beginning of the parcel of land herein described; thence South 29 degrees 39' East 150.55 feet; thence North 47 degrees 31' East 228.75 feet; thence North 45 degrees 03' West 188.12 feet; thence South 35 degrees 06' West 191.38 feet to the place of beginning, SUBJECT to a right of way for purposes of ingress and egress, over, upon, through and across a parcel of land 66 feet in width on the Northerly side of the above described exception and lying 33 feet on either side of the following described line; Commencing at the Northwest corner of Trail Lane and the Southerly right of way line of Highway US-31 & 33 (Niles Road) in said Section 35; thence North 36 degrees 53' West 679 feet; thence North 46 degrees 30' East 16.36 feet to the Northerly right of way line of said highway; thence North 29 degrees 39' West, along said right of way line, 33.98 feet to the place of beginning of the center line herein described; thence North 46 degrees 30' East 56.55 feet; thence North 35 degrees 06' East 193.82 feet to the place of ending,

ALSO EXCEPTING THEREFROM Commencing at the Northwest corner of Trail Lane, in the recorded Plat of Lincoln Village Number 1, with the Southwesterly right of way line of Highway US-31 & 33; thence North 36 degrees 53' West 679.0 feet; thence North 46 degrees 30' East 84.34 feet to a point that is 66.0 feet Northeasterly, measured at right angles to the Northeasterly right of way of said Highway; thence South 29 degrees 39' East and parallel with said Northeasterly right of way, 170.50 feet to a point of curvature; thence around a 626.86 foot radius curve to the left and parallel with said right of way, South 39 degrees 51' East 226.3 feet to the place of beginning of the parcel of land herein described; thence continuing around a 626.86 foot radius curve to the left, a chord distance of South 55 degrees 16' East 125.07 feet; thence North 34 degrees 23' East 275.5 feet to the waters' edge of a pond; thence Northwesterly, along said waters' edge to a point that is North 34 degrees 23' East of the place of beginning, thence South 34 degrees 23' West 282.0 feet, more or less to the place of beginning, containing 0.80 acres, more or less, SUBJECT TO a right of way, for purposes of ingress and egress over, upon, through and across a parcel of land 66 feet in width on the Northerly side of the above described exception and lying 33 feet on either side of the following described line: Commencing at the Northwest corner of Trail Lane, in the recorded Plat of Lincoln Village Number 1 with the Southwesterly right of way of Highway US-31 & 33; thence North 36 degrees 53' West 679.0 feet; thence

North 46 degrees 30' East 84.34 feet to a point that is 66.0 feet Northeasterly, measured at right angles to the Northeasterly right of way of said Highway and the place of beginning of said roadway; thence South 29 degrees 39' East 170.50 feet; thence around a 626.86 foot curve to the left, to the Southeasterly corner of the above description; thence South 34 degrees 23' West 66.0 feet to the Northeasterly right of way of said Highway; thence Northwesterly, along said right of way to a point that is 67.97 feet South 46 degrees 30' West of the place of beginning; thence North 46 degrees 30' East 67.97 feet to the place of beginning,

ALSO EXCEPTING THEREFROM Beginning at the Northwest corner of Trail Lane, in Lincoln Village No. 1, a subdivision in part of Section 35, Township 4 South, Range 19 West, and Section 2, Township 5 South, Range 19 West, St. Joseph Township, Berrien County, Michigan, and recorded in Liber 15 on page 45 of plats, said Northwest corner being on the Southwesterly right of way line of Niles Road (U.S. Highway 31-33) thence North 36 degrees 53' West 679.00 feet, thence North 46 degrees 30' East 84.34 feet, to a point that is 66.00 feet Northeasterly, measured at right angles, to the Northeasterly right of way line of said Niles Road (U.S. Highway 31-33) thence South 29 degrees 39' East and parallel with said Northeasterly right of way line, 150.55 feet to the place of beginning of the land herein described; thence continuing South 29 degrees 39' East 19.95 feet to a point of curvature, thence around a 626.86 foot radius curve to the left, and parallel with said Northeasterly right of way line, a chord distance of South 39 degrees 51' East 226.30 feet, thence North 34 degrees 23' East 282 feet more or less to the waters edge of a pond, thence Northwesterly along said waters edge to a point that is North 47 degrees 31' East of the place of beginning, thence South 47 degrees 31' West 228.75 feet more or less to the place of beginning. Containing 1.25 acres more or less.

ALSO a 66 feet roadway for Roadway purposes described as follows: A 66 foot strip of land to be used for roadway purposes, described as beginning at the Northwest corner of Trail Lane, in Lincoln Village No. 1, a subdivision in part of Section 35, Township 4 South, Range 19 West and Section 2, Township 5 South, Range 19 West, St. Joseph Township, Berrien County, Michigan; and recorded in Liber 15 on page 45 of plats, said Northwest corner being on the Southwesterly right of way line of Niles Road (U.S. 31-33) thence North 36 degrees 53' West 679.00 feet, thence North 46 degrees 30' East 84.34 feet, to a point that is 66.0 feet Northeasterly, measured at right angles to the Northeasterly right of way line of said Niles Road (U.S. Highway 31-33) and the place of beginning of the land herein described; thence South 29 degrees 39' East 170.50 feet, thence around a 626.86 foot radius curve to the left, and parallel with said Northeasterly right of way line, a chord distance of South 45 degrees 19' 30" East 348.45 feet, thence South 34 degrees 23' West 66.00 feet, to said Northeasterly right of way line, thence around a 692.86 foot radius curve to the right, along said Northeasterly right of way line, a chord distance of North 45 degrees 06' 50" West 378.07 feet, thence North 29 degrees 39' West 154.22 feet, thence North 46 degrees 30' East 67.97 feet to the place of beginning.

003 1701 12/16/89

Form No. 8105/Rev. 2/88

DISTRIBUTION EASEMENT

Indiv. & Corp.

W.O. No. 762/7175 Eas. No. 1477 Map No. 658

Overhead & Underground

THIS INDENTURE, made this 5th day of July, 1989,
between Eagle Pointe Associates Limited Partnership, a Michigan Limited
Partnership

whose address is 41700 Conger Bay Drive, Mt. Clemens, Michigan 48045

(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 St. Joseph Township, County of Berrien, State of Michigan, and being a part of Section 35, 36, 2, Township 5 South, 4 South, and Range 19 West, to-wit:

See attached sheet for description...

RECORDED

DEC 18 3 07 PM '89

Register of Deeds
REGISTER OF DEEDS
BERRIEN COUNTY, MICHIGAN

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 representatives, heirs, successors, and assigns.

IN WITNESS WHEREOF, Grantor, if individual(s), ha s 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

Eagle Pointe Associates Limited
Partnership

Linda C. Honyoust
Linda C. Honyoust

Barbara J. Oliver
Barbara J. Oliver

Paul D. Watt, Sr.
Paul D. Watt, Sr., Partner

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

STATE OF INDIANA

County of _____ } ss:

Be it remembered that on the _____ day of _____, 19____ before the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared _____ President of the _____ Company, and acknowledged the execution of the foregoing instrument on behalf of said Company, as the voluntary act and deed of said Company for the uses and purposes therein set forth, and said officer, having been duly sworn, swears that the statements contained therein relating to Indiana gross income tax are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.
My Commission Expires _____, 19____

Notary Public

I am a resident of _____ County

STATE OF MICHIGAN

County of _____ } ss:

On This _____ day of _____
in the year of our Lord one thousand nine hundred and _____
before me, a _____ in and for said County
appeared _____ 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 in 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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Notary Public, _____ County, Michigan
My commission expires _____, 19____

STATE OF INDIANA

County _____ } ss:

Before me _____, a Notary Public in and for said
County and State, this _____ day of _____, 19____, personally appeared
the above named _____

and acknowledged the execution of the within instrument.

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

Notary Public.

My commission expires _____, 19____.

I am a resident of _____ County.

STATE OF MICHIGAN

County of _____ } ss:

On this 5th day of July, 1989, before me personally appeared
Paul D. Watt, Sr.

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

Linda C. Honyoust, Notary Public
Berrien County, Michigan

My commission expires 2/18/92.

LINDA C. HONYOUST
Notary Public, Berrien County, Michigan
My Commission Expires February 18, 1992

Serial No. 23682

That part of Section 35 and 36, and that part of Section 2, described as follows: Commencing in the center of Highway US-31 at a point that is 2510 feet North and 236 feet West of the East quarter post of said Section 2; thence North 46 degrees 30' East 672 feet to the Westerly bank of the St. Joseph River; thence Northerly, downstream, along the Westerly bank of said river, to the East and West center line of said Section 35; thence West 526 feet to the center of Hickory Creek; thence Southwesterly, upstream, along the center line of said creek, to the Easterly line of the right-of-way of the Michigan Central Railroad; thence Southwesterly, along said railroad right-of-way, 190 feet more or less, to the center of Highway US-31; thence Southeasterly, along the center line of said highway, 1,497 feet to the place of beginning. Excepting therefrom (Parcel "A") commencing at the Northwest corner of Trail Lane and the Southerly right-of-way line of Highway US-31 & 33 (Niles Road) in said Section 35; thence North 36 degrees 53' West 679.00 feet; thence North 46 degrees 30' East 84.34 feet to the place of beginning of the parcel of land herein described; thence South 29 degrees 39' East 150.55 feet; thence North 47 degrees 31' East 228.75 feet; thence North 45 degrees 03' West 188.12 feet; thence South 35 degrees 06' West 191.38 feet to the place of beginning.

Name and Address

Mr. Gustav Wesner et ux

Hilltop Road

St. Joseph, Michigan



Serial No. 15307

Eas. No. 542 Map No. 652

Org. No. P-41 & P-36

Charge W.O. #221/2010

This Indenture, made this 5th day of May 1952

by and between

Gustav Wesner and Dorothy L. Wesner,

his wife, ~~(or unmarried)~~

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 St. Joseph Township, in the County of Berrien
in the State of Michigan, and part of Sections No. 36, 35 & 2 Township No. 4 & 5 South and
Range No. 19 West and bounded and described as follows:

Commencing 2510 feet North and 236 feet West of the East quarter post of said Section
2; thence North 46°30' East 672 feet to the St. Joseph River; thence Northerly along
the River to the East and West quarter line of said Section 35; thence West 526 feet
to the center line of Hickory Creek; thence Southerly along the center line of said
Creek to the Easterly line of the Michigan Central Railroad right of way; thence (over)

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 the premises, and the right of ingress and egress to and over said above described premises,
and any of the adjoining land 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 W. Colfax Avenue, South Bend 2, 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:

Gustav Wesner
Gustav Wesner

Richard Fohrer
Richard Fohrer

Dorothy L. Wesner
Dorothy L. Wesner

Curshaw
Curshaw

THE STATE OF INDIANA, } ss.
County

Before me, _____, a _____, 195____,
in and for said County and State, this _____ day of _____,
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, } ss.
COUNTY OF Berrien

On this _____ 5th day of _____ May _____, 195____, before me personally ap-
peared _____

Gustav Wesner and Dorothy L. Wesner

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

C. W. Bookwalter
C. W. Bookwalter, Notary Public
Berrien County, Michigan

My commission expires _____ May 20 _____, 195____.

(Continued)

Southerly along said right of way 190 feet to center line of U. S. 21 Highway;
thence Southeasterly along the center line of said Highway to the place of beginning.

Twp. of St. Joseph

Name Gustav Wesner et ux
Hilltop Road
Address St. Joseph, Michigan
Line St. Joseph Local

Eas. No. 542 Map No. 653
to

Indiana & Michigan Elect. Co.

State of Michigan } ss.
Berrien County

Received for Record this 19th

day of November A.D. 1953

8:30 A.M.

Recorded in Liber 139

Miscellaneous on page 501

Catherine Weber

Register of Deeds,
Berrien Co., Mich

Received for Record M 19

Recorded in Deed Records 19

Volume Page

Recorder

County

State of

Name William Wesner DA Eas. No. 34 Map No. 1584
Address St. Joseph, Mo. Drg. No. W. O. 491/7012

This Indenture, made this 23 day of January, 1932 by and between William Wesner and Elm Wesner, his wife, and Gustav Wesner and Dorothy Wesner, his wife (~~or unmarried~~) of the County of Berrien, 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 and in consideration of the sum of One Dollar in hand paid to the part of the first part by the party of the second part, the receipt of which is hereby acknowledged, said part of the first part hereby grant, bargain, sell, convey, 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 towers and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in St. Joseph Township, in the County of Berrien, in the State of Michigan, and part of Section No. 35, 36, 2 Township No. 4 & 5 South and Range No. 19 West and bounded: On the North by the lands of L. Mercure; F. Eger On the East by the lands of St. Joseph River On the South by the lands of F. Smardo; G. Lausman On the West by the lands of G. Lausman; M.C. RR & Hickory Creek

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of, and relocate at will, towers, 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 premises or the premises of the part 1.2.3. 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 towers 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 part 1.2.3. of the first part, at any and all times, for the purpose of patrolling the line, for repairing, renewing or adding to the number of said towers, 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; provided however, the said INDIANA & MICHIGAN ELECTRIC COMPANY, its successors or assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, hereinbefore described, from time to time, whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged 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. It is understood and agreed between the parties hereto that no building or structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at or mailed to the office of the Grantee at Fort Wayne, Indiana, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, 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 1.2.3. of the first part has hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

W. T. Morgan
W. T. Morgan


Don Andrew
Don Andrew

William Wesner
William Wesner
Elm Wesner
Elm Wesner

Agnes Wesner
Agnes Wesner
Agnes Wesner
Agnes Wesner

Gustav Wesner
Gustav Wesner
Dorothy Wesner
Dorothy Wesner

100



Received for Record the
DEED OF EASEMENT
Form No. 6 I & M

28th

day of

April

A. D. 19 37, at 3

o'clock, P. M

Oscar Damon

Register of Deeds

Warren Smith

Name and Address

Mr. Warren Smith

Eas. No. 89

Map No. 658

511 Broad St. St. Joseph
Mich.

Drawing No. D-3-1926

Reg. No. 6789

Apr 13 37

This Indenture, made this 1st

day of

February

1937 by and between

Warren C Smith and Augusta Smith

his wife (~~separated~~) 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 part ~~ies~~ of the first part by the party of the second part, the receipt of which is hereby acknowledged and the contemplated plan of furnishing service in the vicinity, said part ~~ies~~ of the first part hereby grant, bargain, sell, convey, 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 St. Joseph Township, in the County of Berrien, in the State of Michigan, and part of Section No. 35 Township No. 4-S and Range No. 19-W and bounded: and des-

cribed as follows: The Southeast quarter of Section 35, except that part thereof lying between U. S. 31 Highway and Hickory Creek and except the west 107' of the North 172' thereof and except the Michigan Central Railway right of way and the Northern Indiana Railway right of way and except commencing ~~On the North by the lands of~~ 128 1/4' North of the South quarter post of Section 35, thence North 523.6', thence East 35', thence South 72.43', East 256', thence South 6.14', East 233.8', thence South 26.42', West 290', thence North 72.48', West 145.9', thence West 33' to beginning and except that part of the following description lying within said Section 35, commencing 134.5' South of the North quarter post of Section 2, thence North 28.5', West 159.8', thence North 25.1', West 133.3', thence North 5.26', West 125', thence North 0.13', West 211', thence East 391', thence South 597.5', thence West 249', to place of beginning. Also except commencing in the center of Section 35, thence East 150.6', thence South 30', East 700', thence South 21', East 800', thence South 14.55', East 627.5', to beginning point, thence South 41.55', East 200', thence South 38.25', East 300', thence South 50.25', East 170', thence South 62.55', East 166', thence South 69.50', East 147', thence South 20.10' West

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, 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 premises 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 W. Colfax South Bend Ind.

Within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. ~~Any taxes on will be paid for by Board Measure, using Scribner's Lumber Rules, at the most~~ 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 ~~ies~~ of the first part have hereunto set their hand the day and year first above written.

Signed and Acknowledged in the presence of:

Warren C. Smith

Augusta Smith

Raymond J Neary

STATE OF MICHIGAN,
County of Berrien,

ss.

On this 1st

day of

February,

1937, before me personally appeared

Warren C Smith and Augusta Smith

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

(SEAL)

Raymond J Neary,

Notary Public, Berrien County, Michigan.

My Commission expires April 30th, 1940.

66' to Northern Indiana Railway, thence North 78°30' West along Railway 372', thence North 51° 50' West 81', thence North 78°40' West 342' to easterly line of Michigan Central Railway, thence North 5°22' East 480.5' to beginning.

Lora L. Freehling Register Of Deeds

Berrien County, Michigan

 Rec \$26.00
 Remon \$4.00
 Tax Crt \$0.00

Recorded

MARCH 08, 2019 02:20:51 PM

Liber 3231 Page 1000 - 1005

Receipt # 595314 EASE #2019239810



Liber 3231 Page 1000



Line Name: Hickory Creek Extension

Line No.: TLN120:95-055 Easement No.: 64

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

Twenty-Three Acres, LLC, a Michigan Limited Liability company, whose address is 2397 Niles Rd, Saint Joseph, MI 49085 ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described in that certain document recorded in Liber 90, Page 149 of the real property records of Berrien County, Michigan, and such tract is subject to easements and rights-of-way granted in favor of Indiana Michigan Power Company including but not limited to the following:

Grantee is the owner of a right of way and easement under the terms of the following agreement, dated 1/23/1952, and recorded in Liber 128, Page 536, Official Records of Berrien County, Michigan (the "Original Easement").

Indiana Michigan Power Company, a(n) Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under the Original Easement.

For and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to supplement the Original Easement to locate, fix, and define the easement area as follows:

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to

 Berrien County Register of Deeds
 RECEIVED 3/8/2019 2:13 PM

Liber: 3231 Page: 1001 Liber/Page stamp electronically added

said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

Liber: 3231 Page: 1002 Liber/Page stamp electronically added

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The signature pages from each counterpart may be removed and attached to one document for purposes of recording this Supplemental Easement and Right of Way in the real property records of Berrien County, Michigan.

Grantor acknowledges that AEP has explained the transmission project to Grantor, and Grantor's consent for such project is hereby granted.

This Supplemental Easement and Right of Way is executed effective as of this 26 day of February, 2019.

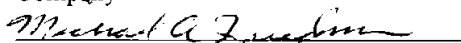
Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

Liber: 3231 Page: 1003 Liber/Page stamp electronically added

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Twenty-Three Acres, LLC, a Michigan Limited Liability Company



By: Michael A. Friedman

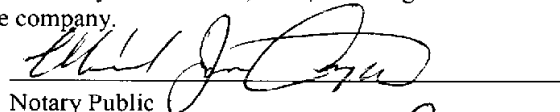
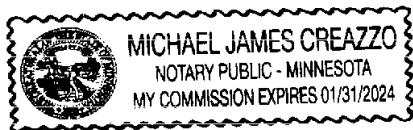
Its: Authorized Signer

State of Minnesota §

§

County of Washington §

This instrument was acknowledged before me on this 26th day of Feb., 2019 by Michael A. Friedman, authorized signer for Twenty-Three Acres, LLC, a Michigan Limited Liability Company, for or on behalf of the company.



Notary Public

Print Name: Michael James CreazzoMy Commission Expires: 01-31-2024I am a resident of Washington County, MIActing in the County of Washington

This instrument is exempt from tax by reason of the provisions of MCL 207.505 (f) and MCL 207.256 (f). (The easement shall be assessed as personal property under MCL 211.8 (g).)

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

Liber: 3231 Page: 1004 Liber/Page stamp electronically added

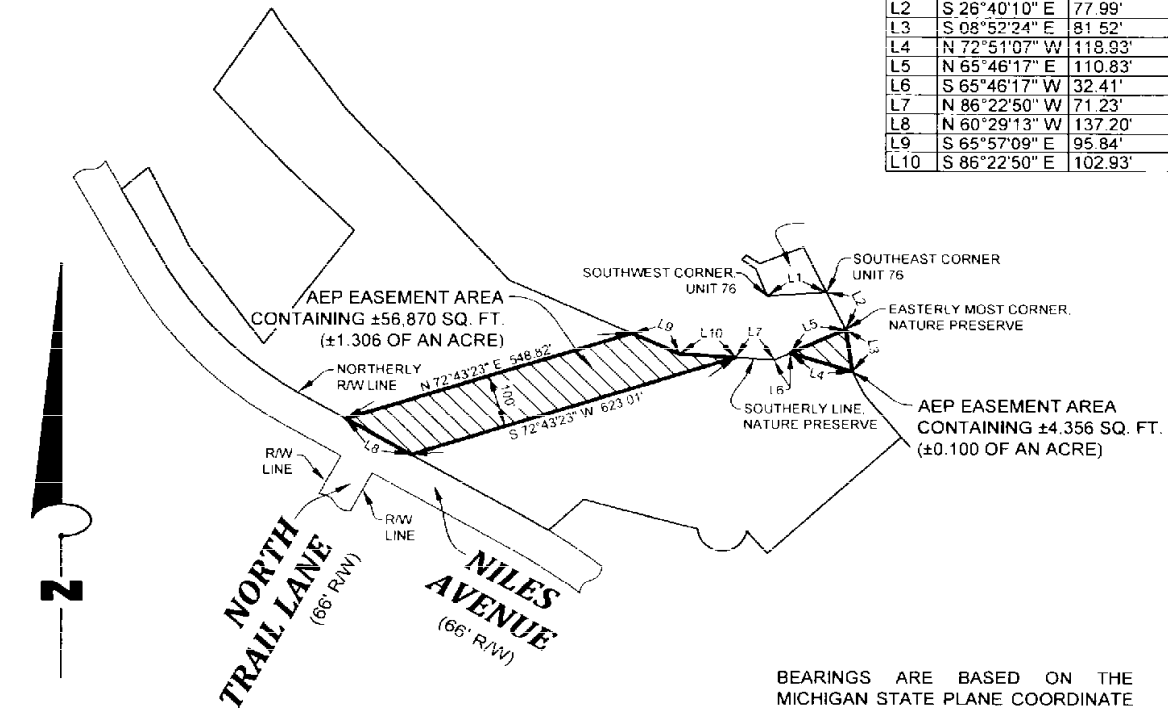
STATE OF MICHIGAN
BERRIEN COUNTY
ST. JOSEPH TOWNSHIP
SECS. 35 & 36. T. 4 S., R. 19 W

EXHIBIT "A"

TWENTY THREE ACRES LLC
11-18-0135-0001-46-0
LIBER 90, PAGE 149

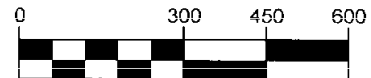
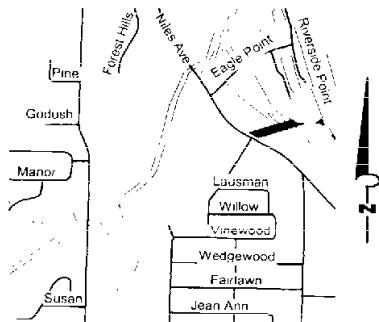
THIS IS NOT A
BOUNDARY SURVEY.

LINE	BEARING	DISTANCE
L1	N 86°12'55" E	109.10'
L2	S 26°40'10" E	77.99'
L3	S 08°52'24" E	81.52'
L4	N 72°51'07" W	118.93'
L5	N 65°46'17" E	110.83'
L6	S 65°46'17" W	32.41'
L7	N 86°22'50" W	71.23'
L8	N 60°29'13" W	137.20'
L9	S 65°57'09" E	95.84'
L10	S 86°22'50" E	102.93'

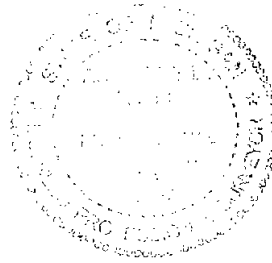


BEARINGS ARE BASED ON THE
MICHIGAN STATE PLANE COORDINATE
SYSTEM, SOUTH ZONE, U.S. SURVEY
FEET

TOTAL AEP EASEMENT AREA
CONTAINS ±61,226 SQ. FT.
(±1.406 ACRES)



1 inch = 300 ft.



Anthony J. Hiatt 12/6/2018
ANTHONY J. HIATT DATE
PS - 62687

**HICKORY CREEK EXTENSION
INDIANA MICHIGAN POWER COMPANY**

MICHIGAN STATE PLANE COORDINATE SYSTEM
(SOUTH ZONE) U.S. SURVEY FEET

LINE 120.95-055

WO

DRAWN BY: BKG

CHECKED BY:

EASEMENT 64

MAP NO. 1584

SCALE: 1" = 300'

W&A JOB#: 180273

DATE CREATED: 12/06/2018

SHEET 1 of 2

REVISIONS:

EXHIBIT "A" PREPARED BY
WIGHTMAN
2303 PIPESTONE ROAD
BENTON HARBOR, MI 49022
269-927-0100

Liber: 3231 Page: 1005 Liber/Page stamp electronically added

STATE OF MICHIGAN
 BERRIEN COUNTY
 ST. JOSEPH TOWNSHIP
 SECS. 35 & 36, T. 4 S., R. 19 W.

EXHIBIT "A"

TWENTY THREE ACRES LLC
 11-18-0135-0001-46-0
 LIBER 90, PAGE 149

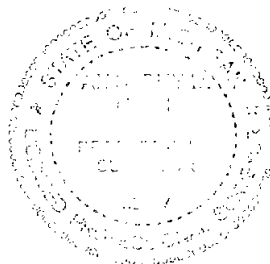
THIS IS NOT A
 BOUNDARY SURVEY

EASEMENT DESCRIPTION

THAT PART OF A FUTURE DEVELOPMENT AREA, "RIVERSIDE POINTE CONDOMINIUMS," BEING A CONDOMINIUM IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED THEREOF, RECORDED IN LIBER 90 OF CONDOMINIUMS, PAGE 1, AND DESIGNATED AS BERRIEN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 90, BERRIEN COUNTY RECORDS, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF UNIT 76, SAID RIVERSIDE POINTE CONDOMINIUMS; THENCE NORTH 86° 12' 55" EAST ON THE SOUTH LINE OF SAID UNIT 76 A DISTANCE OF 109.10 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 76; THENCE SOUTH 26° 40' 10" EAST ON THE EASTERLY LINE OF THE NATURE PRESERVE, SAID RIVERSIDE POINTE CONDOMINIUM 77.99 FEET TO THE EASTERLY MOST CORNER OF SAID NATURE PRESERVE AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 08° 52' 24" EAST 81.52 FEET; THENCE NORTH 72° 51' 07" WEST 118.93 FEET TO THE SOUTHERLY LINE OF SAID NATURE PRESERVE; THENCE NORTH 65° 46' 17" EAST ON SAID SOUTHERLY LINE 110.83 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF SAID FUTURE DEVELOPMENT, SAID RIVERSIDE POINTE CONDOMINIUM, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF UNIT 76, SAID RIVERSIDE POINTE CONDOMINIUMS; THENCE NORTH 86° 12' 55" EAST ON THE SOUTH LINE OF SAID UNIT 76 A DISTANCE OF 109.10 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 76; THENCE SOUTH 26° 40' 10" EAST ON THE EASTERLY LINE OF THE NATURE PRESERVE 77.99 FEET TO THE EASTERLY MOST CORNER OF SAID NATURE PRESERVE; THENCE SOUTH 65° 46' 17" WEST ON THE SOUTHERLY LINE OF SAID NATURE PRESERVE 143.24 FEET; THENCE NORTH 86° 22' 50" WEST ON SAID SOUTHERLY LINE 71.23 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE SOUTH 72° 43' 23" WEST 623.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF NILES AVENUE; THENCE NORTH 60° 29' 13" WEST ON SAID NORTHERLY RIGHT OF WAY LINE 137.20 FEET; THENCE NORTH 72° 43' 23" EAST 548.82 FEET TO THE SOUTHERLY LINE OF SAID NATURE PRESERVE; THENCE SOUTH 65° 57' 09" EAST ON SAID SOUTHERLY LINE 95.84 FEET; THENCE SOUTH 86° 22' 50" EAST ON SAID SOUTHERLY LINE 102.93 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, U.S. SURVEY FEET.



Anthony J. Hiatt 12/6/2018
 ANTHONY J. HIATT DATE
 PS - 62687

HICKORY CREEK EXTENSION INDIANA MICHIGAN POWER COMPANY		MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) U.S. SURVEY FEET.	
LINE: 120:95-055		DRAWN BY: BKG	CHECKED BY:
EASEMENT: 64		SCALE	EXHIBIT "A" PREPARED BY WIGHTMAN 2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
DATE CREATED: 12/06/2018		W&A JOB# 180273	
SHEET 2 of 2		REVISIONS:	

38
6

K055

Lora L. Freehling Register Of Deeds

Berrien County, Michigan

Rec \$26.00

Remon \$4.00

Tax Crt \$0.00

Recorded

MARCH 22, 2019 11:19:05 AM

Liber 3232 Page 2632 - 2637

Receipt # 601237

EASE

#2019242015



Liber 3232 Page 2632



Line Name: Hickory Creek Extension

Line No.: TLN120:95-055 Easement No.: 61

SUPPLEMENTAL EASEMENT AND RIGHT OF WAY

Twenty-Three Acres, LLC, a Michigan Limited Liability company and Riverside Pointe Condominiums, whose address is 2397 Niles Rd, Saint Joseph, MI 49085 ("Grantor"), whether one or more persons, owns an interest in a tract of real property that is more particularly described in that certain document recorded in Liber 90, Page 149 of the real property records of Berrien County, Michigan, and such tract is subject to easements and rights-of-way granted in favor of Indiana Michigan Power Company including but not limited to the following:

11-18

Grantee is the owner of a right of way and easement under the terms of the following agreement, dated 1/23/1952, and recorded in Liber 128, Page 536, Official Records of Berrien County, Michigan (the "Original Easement").

Indiana Michigan Power Company, a(n) Indiana corporation, being a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, ("AEP") is the current owner and holder of the rights, title, and interest, or a portion thereof, granted in or arising under the Original Easement.

For and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, conveys and warrants this Supplemental Easement and Right of Way ("Easement") to AEP for electric transmission, distribution, and communication lines and appurtenant equipment and fixtures to supplement the Original Easement to locate, fix, and define the easement area as follows:

The location, width, and boundaries of the easement area are hereby revised, modified, and clarified to be as described and depicted on Exhibit "A", attached hereto and made a part hereof ("Easement Area").

The Easement is also supplemented by the addition of the following language:

AEP, its successors and assigns, are granted the right to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate within the Easement Area, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, communications facilities, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables. The electric transmission facilities may consist of a variable number of towers, poles, wires, guys, anchors and associated fixtures, including the right to enlarge, and may transmit electricity of any voltage or amperage, together with the right to add to

Berrien County Register of Deeds
RECEIVED 3/8/2019 2:13 PM

Berrien County Register of Deeds
RECEIVED 3/22/2019 11:12 AM

Liber: 3232 Page: 2633 Liber/Page stamp electronically added

said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement Area herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement Area.

AEP and its successors and assigns, shall have the right, in AEP's reasonable discretion, to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at AEP's option, to remove from the Easement Area any and all trees, overhanging branches, vegetation, brush, or other obstructions. AEP shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement Area, when in the reasonable opinion of AEP those trees may endanger the safety of, or interfere with the construction, operation or maintenance of AEP's facilities or ingress or egress to, from or along the Easement Area.

AEP and its successors and assigns are granted the right of unobstructed ingress and egress, at any and all times, on, over, across, along and upon the Easement Area, and across the adjoining lands of Grantor as may be necessary to access the Easement Area for the above referenced purposes.

In no event shall Grantor, its heirs, successors, and assigns plant or cultivate any trees or place, construct, install, erect or permit any temporary or permanent building, structure, improvement or obstruction including but not limited to, storage tanks, billboards, signs, sheds, dumpsters, light poles, water impoundments, above ground irrigation systems, swimming pools or wells, or permit any alteration of the ground elevation, over or within the Easement Area. AEP may, at Grantor's cost, remove any structure or obstruction if placed within the Easement Area and may re-grade any alterations of the ground elevation within the Easement Area. AEP shall repair or pay Grantor for actual damages to growing crops, fences, gates, field tile, drainage ways, drives, or lawns caused by AEP in the exercise of the rights herein granted.

The failure of AEP to exercise any of the rights granted herein, including but not limited to the removal of any obstructions from the Easement Area, shall not be deemed to constitute a waiver of the rights granted herein and the removal of any facilities from the Easement Area shall not be deemed to constitute a permanent abandonment or release of the rights granted herein.

Except as modified by this Supplemental Easement and Right of Way, all terms and provisions of the Original Easement and all rights arising in connection with the Original Easement shall remain in full force and effect, and the Original Easement shall keep its priority in title as of the date of its recording. Those provisions and rights are expressly ratified, reaffirmed by and incorporated within this Supplemental Easement and Right of Way. The Original Easement along with this Supplemental Easement and Right of Way shall for all purposes function as a single instrument, however, to the extent any terms or provisions of the Original Easement conflict with, limit or are inconsistent with any term or provision of the Supplemental Easement and Right of Way, the terms and provisions of this Supplemental Easement and Right of Way shall control. Nothing herein will in any manner vary, change, modify, or restrict the rights and privileges that AEP may have acquired through any instrument other than the Original Easement or by any other means.

Liber: 3232 Page: 2634 Liber/Page stamp electronically added

The terms and conditions as supplemented by this instrument, are the complete agreement, expressed or implied between the parties hereto and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, licensees, and legal representatives.

This instrument may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The signature pages from each counterpart may be removed and attached to one document for purposes of recording this Supplemental Easement and Right of Way in the real property records of Berrien County, Michigan.

Grantor acknowledges that AEP has explained the transmission project to Grantor, and Grantor's consent for such project is hereby granted.

This Supplemental Easement and Right of Way is executed effective as of this 26 day of February, 2019.

Any remaining space on this page intentionally left blank. See next page(s) for signature(s).

Liber: 3232 Page: 2635 Liber/Page stamp electronically added

IN WITNESS WHEREOF, said Grantor have hereunto set their hand(s) and seal(s) as of the last date set forth below.

GRANTOR

Twenty-Three Acres, LLC, a Michigan Limited Liability Company and Riverside Pointe Condominiums

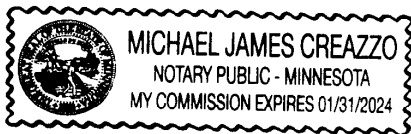



By: Michael A. Friedman

Its: Authorized Signer

State of Minnesota §
County of WASHINGTON §

This instrument was acknowledged before me on this 26 day of Feb., 2019 by Michael A. Friedman, authorized signer for Twenty-Three Acres, LLC, a Michigan Limited Liability Company and Riverside Pointe Condominiums, for or on behalf of the companies.



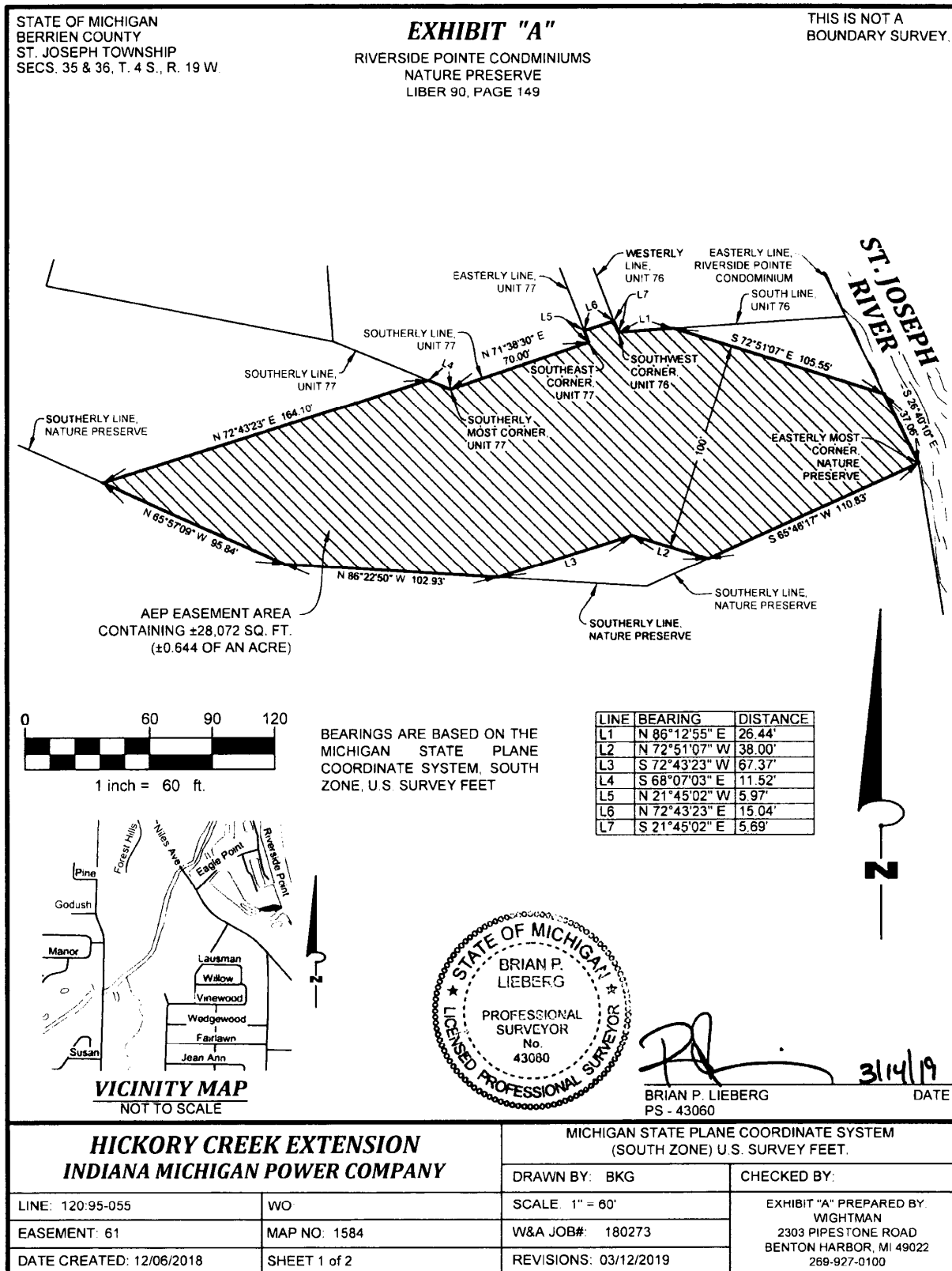

Notary Public
Print Name: Michael James Creazzo
My Commission Expires: 01-31-2024
I am a resident of Washington County, MN
Acting in the County of Washington

This instrument is exempt from tax by reason of the provisions of MCL 207.505 (f) and MCL 207.256 (f). (The easement shall be assessed as personal property under MCL 211.8 (g).)

This instrument prepared by Thomas G. St. Pierre, Assistant General Counsel - Real Estate, American Electric Power Service Corporation, 1 Riverside Plaza, Columbus, OH 43215 for and on behalf of Indiana Michigan Power Company, a unit of American Electric Power.

When recorded return to: American Electric Power - Transmission Right of Way, PO Box 60, Fort Wayne, IN 46801

Liber: 3232 Page: 2636 Liber/Page stamp electronically added



Liber: 3232 Page: 2637 Liber/Page stamp electronically added

STATE OF MICHIGAN
 BERRIEN COUNTY
 ST. JOSEPH TOWNSHIP
 SECS. 35 & 36, T 4 S, R 19 W

EXHIBIT "A"

RIVERSIDE POINTE CONDOMINIUMS
 NATURE PRESERVE
 LIBER 90, PAGE 149

THIS IS NOT A
 BOUNDARY SURVEY.

EASEMENT DESCRIPTION

THAT PART OF THE NATURE PRESERVE, "RIVERSIDE POINTE CONDOMINIUM," BEING A CONDOMINIUM IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 19 WEST, ST. JOSEPH TOWNSHIP, BERRIEN COUNTY, MICHIGAN, ACCORDING TO THE MASTER DEED THEREOF, RECORDED IN LIBER 90 OF CONDOMINIUMS, PAGE 1, AND DESIGNATED AS BERRIEN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 90, BERRIEN COUNTY RECORDS, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF UNIT 76, SAID RIVERSIDE POINTE CONDOMINIUM; THENCE NORTH 86° 12' 55" EAST ON THE SOUTH LINE OF SAID UNIT 76 A DISTANCE OF 26.44 FEET; THENCE SOUTH 72° 51' 07" EAST 105.55 FEET TO THE EASTERLY LINE OF SAID RIVERSIDE POINTE CONDOMINIUM; THENCE SOUTH 26° 40' 10" EAST ON SAID EASTERLY LINE 37.06 FEET TO THE EASTERLY MOST CORNER OF SAID NATURE PRESERVE; THENCE SOUTH 65° 46' 17" WEST ON THE SOUTHERLY LINE OF SAID NATURE PRESERVE 110.83 FEET; THENCE NORTH 72° 51' 07" WEST 38.00 FEET; THENCE SOUTH 72° 43' 23" WEST 67.37 FEET TO THE SOUTHERLY LINE OF SAID NATURE PRESERVE; THENCE NORTH 86° 22' 50" WEST ON SAID SOUTHERLY LINE 102.93 FEET; THENCE NORTH 65° 57' 09" WEST ON SAID SOUTHERLY LINE 95.84 FEET; THENCE NORTH 72° 43' 23" EAST 164.10 FEET TO THE SOUTHERLY LINE OF UNIT 77 OF SAID RIVERSIDE POINTE CONDOMINIUM; THENCE SOUTH 68° 07' 03" EAST ON THE SOUTHERLY LINE OF SAID UNIT 77 A DISTANCE OF 11.52 FEET TO THE SOUTHERLY MOST CORNER OF SAID UNIT 77; THENCE NORTH 71° 38' 30" EAST ON THE SOUTHERLY LINE OF SAID UNIT 77 A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID UNIT 77; THENCE NORTH 21° 45' 02" WEST ON THE EASTERLY LINE OF SAID UNIT 77 A DISTANCE OF 5.97 FEET; THENCE NORTH 72° 43' 23" EAST 15.04 FEET TO THE WESTERLY LINE OF SAID UNIT 76; THENCE SOUTH 21° 45' 02" EAST ON SAID WESTERLY LINE 5.69 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, U.S. SURVEY FEET.



BRIAN P. LIEBERG
 PS - 43060

DATE

HICKORY CREEK EXTENSION INDIANA MICHIGAN POWER COMPANY		MICHIGAN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) U.S. SURVEY FEET.	
		DRAWN BY: BKG	CHECKED BY:
LINE: 120-95-055	WO.	SCALE:	EXHIBIT "A" PREPARED BY: WIGHTMAN 2303 PIPESTONE ROAD BENTON HARBOR, MI 49022 269-927-0100
EASEMENT: 61	MAP NO: 1584	W&A JOB#: 180273	
DATE CREATED: 03/12/2019	SHEET 2 of 2	REVISIONS:	