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Mary Hollinrake T20050020323
Kent County MI Register SEAL

DECLARATION OF TANK EASEMENT

THIS DECLARATION OF TANK EASEMENT (the "Declaration") is made as of July 26, 2005, by Cripple Creek, LLC, a Michigan limited liability company, whose address is 5838 Arbol Court, Rockford, Michigan 49341 ("Declarant") and SHELL GAS (LPG) BULK LLC, a Delaware limited liability company, whose mailing address is 5857 S. Warner, Fremont, Michigan 49412 ("Shell").

RECITALS

Declarant has agreed to grant to Shell an exclusive easement for the installation of one or more propane tanks and all other related materials and equipment (as hereinafter defined and referred to as "Tank", whether one or more) on that portion of the Property described on attached Exhibit A (the "Tank Parcel") as approximately shown on Exhibit B.

NOW, THEREFORE, Declarant and Shell hereby agree as follows:

1. Tank Easement. Declarant hereby establishes, grants, conveys and creates for the benefit of Shell, its successors, grantees and assigns, an exclusive, perpetual easement on, over, across, under and through the Tank Parcel for the installation, construction, placement, operation, replacement, repair, removal, maintenance and servicing of one or more bulk storage propane tanks of such size, character and quality as determined by Shell from time to time (the "Tanks") and other related materials and equipment (including meters and gas lines). In conducting the foregoing activities, Shell will use all commercially reasonable efforts to minimize noise, vibration, dust and inconvenience to the occupants of residences located in the vicinity of the Tank Parcel.

1.1 Removal of Tanks. At such time that Shell terminates or abandons the central propane distribution in Trent Ridge, a site condominium Development, and removes the Tanks, then, subject to Section 1.3, Shell will restore the Tank Parcel to the condition existing at the commencement of the Tank installation normal wear and tear excepted.

1.2 Termination. Upon Conversion to Natural Gas. In the event and at such time that service to the customers serviced by the Tanks is converted to natural gas, Shell will remove the Tanks as provided in Section 1.1 and this Easement will automatically terminate and become null and void.

1.3 Zoning. Any and all zoning permits and requirements needed for the installation of the Tanks on the Tank Parcel are the responsibility of Shell.

1.4 Environmental. If while under the stewardship of Shell, environmental pollution to the Tank Parcel shall occur as the result of the acts of, or failure to act by, Shell or its employees or agents or if propane is released upon the Tank Parcel for any reason other than the negligent or intentional acts of Declarant, its successors or assigns, or its or their respective employees or agents, Shell will remediate or cause to be remediated any such contamination to the Tank Parcel at Shell's expense in accordance with State and Federal environmental regulations.

1.5 Termination. In the event that Shell, its successors, grantees or assigns terminate or abandon the central propane distribution in Trent Ridge, this Declaration of Tank Easement will be null and void and filed as such with Kent County within ninety days from the discontinuance of gas service.

2. Obstructions. No barrier, structure, building or vehicle or other obstruction or hindrance shall be constructed or permitted by Declarant which would unreasonably prohibit, obstruct or hinder the passage at any time of vehicular or pedestrian traffic to the Tanks or that would cause any risk of damage to or deterioration of the Tanks.

3. Insurance. Shell shall carry commercial general liability insurance on the Tanks with coverage limits of not less than One Million Dollars (\$1,000,000) and provide Declarant (after Declarant's request) with a certificate verifying such coverage. Shell will assure that the insurance required in this section (i) names Declarant and Trent Ridge Condominium Association, to the extent of their interest, as additional insureds and (ii) provides for at least 30 days written notice of cancellation.

4. Indemnification. Shell agrees to defend, indemnify and save harmless Declarant and the Trent Ridge Condominium Association, and their respective members, managers, agents and employees, from and against any and all liability or claims thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against the indemnified parties: (i) allegedly or actually arising in connection with or resulting from the installation, construction, operation, use, maintenance, repair and/or replacement of the Tanks and other related materials and equipment made or actions taken by Shell in connection with this Declaration; or (ii) arising out of any default by Shell under this Declaration.

5. No Third Party Beneficiaries. No third party, except the parties hereto and their grantees, heirs, representatives, successors and assigns shall be a beneficiary of any provisions of this Declaration.

6. Covenants Running with Land. This Declaration hereby established shall run with the Land and shall be binding upon and inure to the benefit of the owners of any real estate interest which is part of the Tank Parcel, their grantees, successors and assigns for the term of the Easement.

7. Assignability. All rights hereunder granted and all obligations hereunder shall be further assignable by Shell to its successors and assigns without consent being required.

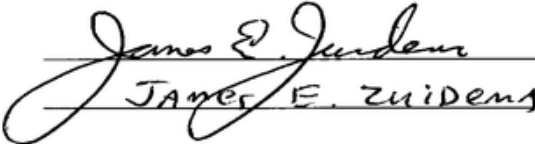
8. Amendment . This Declaration may be amended only upon the written consent of Declarant and Shell.

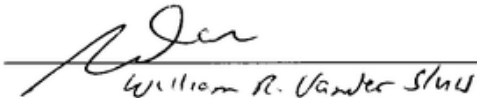
9. Governing Law. This Declaration shall be governed by and construed according to the laws of the State of Michigan.

10. No Waiver. No waiver of any default by any party hereto shall be implied from any omission by the other party hereto to take any action in respect to such default if such default continues or is reported. One or more waivers of any defaults in the performance of any term, provision or covenant of this Declaration shall not be deemed to be a waiver of any subsequent defaults in the performance of the same term, provision or covenant or any other term, provision or covenant of this Declaration. No waiver of rights in or non-use of the easements created in the Declaration will diminish the liability of any person or entity for its cost of maintaining, repairing, replacing and operating the easements described herein.

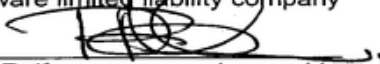
11. Notices. Every notice, demand, request or other communication which the Declarant or Shell is required or desires to give or make to the other party shall be in writing and shall be given or made by mailing the same by postage prepaid, regular first class mail to the party at the address hereinbefore provided or such other address for which a party provides written notice to the other party. Every notice, demand, request, or other communication shall have been deemed to have been given on the second business day after the same shall have been deposited, postage prepaid in the United States mail.

WITNESSES:

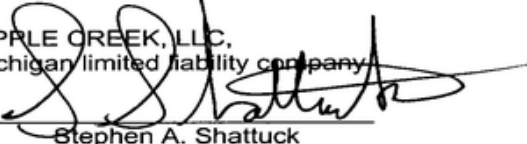

James E. Zuidema


William R. Vander Sluis

SHELL GAS (LPG) BULK LLC,
a Delaware limited liability company

By: 
Ralf van der Ven
Its President

CRIPPLE CREEK, LLC,
a Michigan limited liability company

By: 
Stephen A. Shattuck
Trustee of the Stephen A. Shattuck
Trust u/a/d June 6, 2001, as
amended
Its Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Newaygo)

The foregoing instrument was acknowledged before me this 26 day of July, 2005 by Ralf Van der ven, the President of Shell Gas (LPG) Bulk, LLC, a Delaware limited liability company, on behalf of the company.

Donna Zeldenrust
Notary Public, Newaygo County, MI
My Commission Expires: 7-7-2011

DONNA ZELDENRUST
NOTARY PUBLIC, STATE OF MI
COUNTY OF NEWAYGO
MY COMMISSION EXPIRES JUL 7, 2011
ACTING IN COUNTY OF Newaygo

~~STATE OF MICHIGAN)
) ss.
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____, the President of _____, a Michigan corporation, on behalf of the corporation.~~

~~Notary Public, _____ County, MI
My Commission Expires: _____~~

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 26th day of July, 2005, by Stephen A. Shattuck, Trustee of the Stephen A. Shattuck Trust u/a/d June 6, 2001, as amended, the Member of Cripple Creek, LLC, a Michigan limited liability company, on behalf of the company.

William R. Vander Sluis
Notary Public, Kent County, MI
Acting in Kent County, MI
My Commission expires: Sept. 17, 2007

drafted by:
William R. Vander Sluis
McShane + Bonnie, P.L.C
99 Monroe Ave. NW - Suite 1100
Grand Rapids, MI 49503
616.732.5000

Exhibit A

LEGAL DESCRIPTION

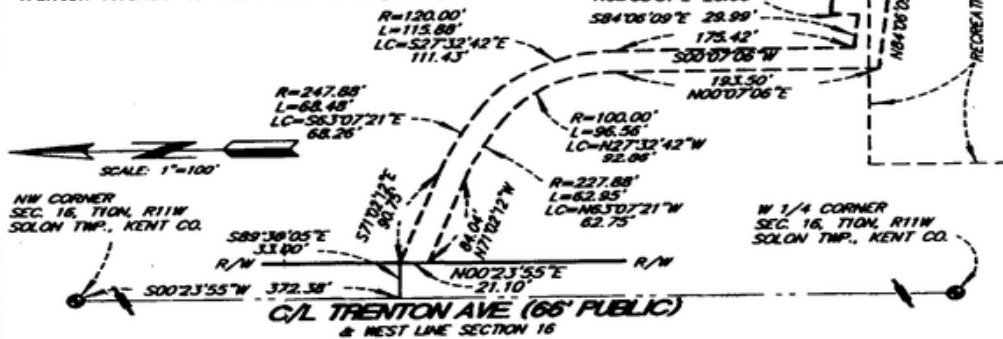
An easement for public utilities and gas storage in part of the Northwest 1/4 of Section 16, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section; thence S00°23'55"W 372.38 feet along the West line of said Section; thence S89°36'05"E 33.00 feet to the East line of Trenton Avenue and the Place of Beginning; thence S71°02'12"E 90.75 feet; thence Southeasterly 68.48 feet on a curve to the right having a radius of 247.88 feet and a long chord bearing and distance of S63°07'21"E 68.26 feet; thence Southeasterly 115.88 feet on a curve to the right having a radius of 120.00 feet and a long chord bearing and distance of S27°32'42"E 111.43 feet; thence S00°07'06"W 175.42 feet; thence S84°06'09"E 29.99 feet; thence N05°53'51"E 20.00 feet; thence S84°06'09"E 125.00 feet thence S05°53'51"W 6.56 feet; thence N77°22'52"E 520.60 feet; thence S08°44'12"E 15.03 feet; thence S77°22'52"W 524.61 feet; thence S05°53'51"W 17.62 feet; thence N84°06'09"W 173.07 feet; thence N00°07'06"E 193.50 feet; thence Northwesterly 96.56 feet on a curve to the left having a radius of 100.00 feet and a long chord bearing and distance of N27°32'42"W 92.86 feet; thence Northwesterly 62.95 feet on a curve to the left having a radius of 227.88 feet and a long chord bearing and distance of N63°07'21"W 62.75 feet; thence N71°02'12"W 84.04 feet to the East line of Trenton Avenue; thence N00°23'55"E 21.10 feet along the East line of Trenton Avenue to the Place of Beginning.

Exhibit B

20050802-0090309 08/02/2005
P: 6 of 6 F: \$29.00 3:57PM
Mary Hollinrake T20050020323
Kent County MI Register SERL

LEGAL DESCRIPTION

An easement for public utilities and gas storage in part of the Northwest 1/4 of Section 16, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the Northwest corner of said Section; thence S00°23'55"W 372.38 feet along the West line of said Section; thence S89°36'05"E 33.00 feet to the East line of Trenton Avenue and the Place of Beginning; thence S71°02'12"E 90.75 feet; thence Southeasterly 68.48 feet on a curve to the right having a radius of 247.88 feet and a long chord bearing and distance of S63°07'21"E 68.26 feet; thence Southeasterly 115.88 feet on a curve to the right having a radius of 120.00 feet and a long chord bearing and distance of S27°32'42"E 111.43 feet; thence S00°07'06"W 175.42 feet; thence S84°06'09"E 29.99 feet; thence N05°53'51"E 20.00 feet; thence S84°06'09"E 125.00 feet thence S05°53'51"W 6.56 feet; thence N77°22'52"E 520.60 feet; thence S08°44'12"E 15.03 feet; thence S77°22'52"W 524.61 feet; thence S05°53'51"W 17.62 feet; thence N84°06'09"W 173.07 feet; thence N00°07'06"E 193.50 feet; thence Northwesterly 96.56 feet on a curve to the left having a radius of 100.00 feet and a long chord bearing and distance of N27°32'42"W 92.86 feet; thence Northwesterly 62.95 feet on a curve to the left having a radius of 227.88 feet and a long chord bearing and distance of N63°07'21"W 62.75 feet; thence N71°02'12"W 84.04 feet to the East line of Trenton Avenue; thence N00°23'55"E 21.10 feet along the East line of Trenton Avenue to the Place of Beginning.



This drawing is a sketch of survey and is for legal description purposes only. No property corners were set and no improvements were established.

LEGEND

- IRON STAKE - SET
- IRON FOUND
- WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- H - MEASURED DIMENSION
- C - CENTER LINE
- FENCE LINE

R Roosien & Associates
SURVEYING AND ENGINEERING

5055 PLAINFIELD AVE. NE
GRAND RAPIDS, MI 49525

TELE (616) 361-7230
FAX (616) 361-1822



BY _____

KENT COUNTY
RECEIVED FOR RECORD

1999 AUG 26 P. 4: 27



MICHIGAN REAL ESTATE TRANSFER TAX
DEPT. OF TAXATION - KENT COUNTY

892380084 08/26/99
S13198 \$7.50
C14381 \$1.10

REG. FEES

AMERITECH EASEMENT

KING, MICHAEL J. &
KIMBERLY A.
2776 AMY SCHOOL ROAD
PIERSON, MI 49339

FILE # 9975
P # 159955 ✓
PROP: 1730 20 MILE RD

For valuable consideration, receipt of which is hereby acknowledged, the undersigned (Grantor) hereby grants and conveys to MICHIGAN BELL TELEPHONE COMPANY, a/k/a AMERITECH Michigan, a MICHIGAN CORPORATION, 444 Michigan Avenue, Detroit, MI. 48226 and its affiliates and licensees, successors and assigns (collectively "Grantees") an easement in, under, over, upon and across the Easement Area, for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to poles, guys, anchors, and messenger strand, equipment cabinets or enclosures and support posts or pads, cables, wires, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related or useful equipment, fixtures, appurtenances and facilities, together with the right to have commercial electrical service extended across the Property, and Easement Area to provide service to such facilities and the right of ingress and egress across the Property and Easement Area for the purpose of access to and use of the easement granted herein.

Section 16, T 10N, R 11W, SOLON TOWNSHIP, KENT COUNTY, STATE OF MICHIGAN.
16-100-006

THE PROPERTY IS LEGALLY DESCRIBED AS: WEST ¼ OF NORTH ¼ OF NORTHWEST ¼ EXCEPT NORTH 300 FEET OF EAST 300 FEET.

THE EASEMENT AREA IS LEGALLY DESCRIBED AS: THIS EASEMENT IS FOR A PARCEL 20 FEET NORTHERLY & SOUTHERLY BY 20 FEET EASTERLY & WESTERLY LOCATED ON THE ABOVE DESCRIBED PROPERTY. THE PURPOSE OF THIS EASEMENT IS TO PLACE AN EQUIPMENT ENCLOSURE WITHIN THE AREA SHOWN ON THE ATTACHED SURVEY. THIS EASEMENT WILL ALSO ALLOW AMERITECH AND THE POWER COMPANY THE RIGHT TO PLACE CABLES WITHIN THE EASEMENT AREA.

THE GRANTOR represents and warrants to the Grantee that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

THE GRANTOR shall not construct improvements in the Easement Area or change the finish grade of the Easement Area without the consent of the Grantee.

GRANTEE hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

GRANTEE shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

THIS EASEMENT is binding upon and shall inure to the benefits of the heirs, successors, assigns and licensees to the parties hereto.

IN WITNESS WHEREOF, the undersigned have set their hand and seal on JULY 16, 1999.

WITNESSES:

Sign: Joan Montgomery
Print: Joan Montgomery

Sign: Barbara Slater
Print: Barbara Slater

GRANTORS:

Sign: Michael John King

Print: Michael John King
369-90-1855
Tax I.D. # or Social Security #

Sign: Kimberly A. King

Print: Kimberly A. King
384-86-6433

STATE OF MICHIGAN, COUNTY OF Kent

The foregoing instrument was acknowledged before me on July 16, 1999,

by the Grantors: Michael John & Kimberly A. King HUSBAND & WIFE

Notary Public: Joan Montgomery
County of: Kent

Print: Joan Montgomery
My commission expires: 1-22-01

LT # 8138760-M43190-1845C

V # 1446-6810

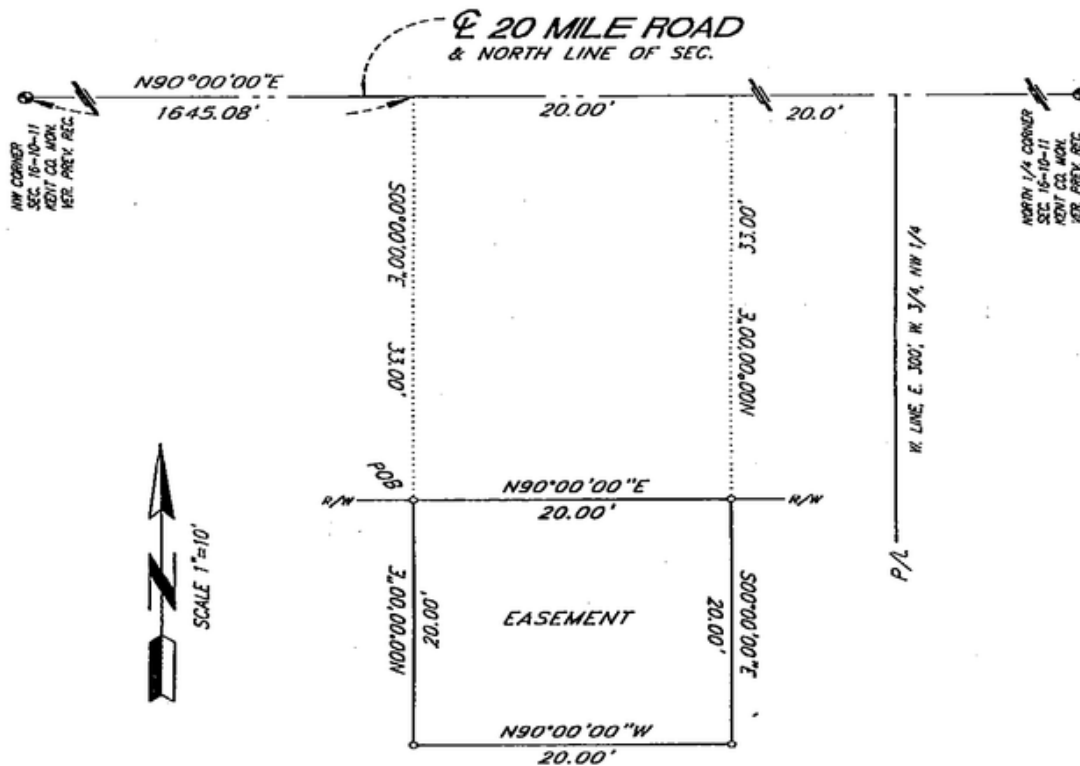
Document drafted by and return to: Ameritech, Robert Ferguson, 3530-A Eastern Avenue S.E., Grand Rapids, MI. 49508

Project No. 990635
 Date: June 8, 1999
 For: Robert Furguson
 Ameritech - Right of Way Dept.
 3530 Eastern Ave. SE
 Grand Rapids, MI 49508

RE: 9975
 Prop. Address: 1730 - 20 Mile Road

LEGAL DESCRIPTION

An easement to Ameritech in part of the NW 1/4 of Section 16, T10N, R11W, Solon Township, Kent County, Michigan, described as: Commencing at the NW corner of said Section; thence N90°00'E 1645.08 feet along the North line of said Section; thence S0°00'E 33.0 feet to the South right of way line of 20 Mile Road and the Place of Beginning of this description; thence N90°00'E 20.0 feet along said South right of way line; thence S0°00'E 20.0 feet; thence N90°00'W 20.0 feet; thence N0°00'E 20.0 feet to the Place of Beginning.



This survey was made from the legal description shown herein. The drawing and description should be compared to the Abstract of Title, or Title Insurance Policy for easements, restrictions, rights-of-way, or differences in description not indicated herein.
 This survey complies with the requirements of PA 132 of 1970, and said survey was performed with an error of closure no greater than one foot in 5,000 feet.

LEGEND

- - IRON STAKE - SET
- - IRON FOUND
- - WOOD STAKE
- R - RECORDED DIMENSION
- D - DEED DIMENSION
- M - MEASURED DIMENSION
- C - CENTER LINE
- X-X - FENCE LINE



BY *Kevin Roosier*