## WATER LINE EASEMENT

Geskus Industrial Properties LLC, a Michigan limited liability company, whose address is 11310 1st Avenue, Grand Rapids, MI 49534 (the "Grantor"), quit claims and grants to LSE Properties, a Michigan limited liability company, whose address is 11346 1st Avenue, Grand Rapids, MI 49534 (the "Grantee"), for the consideration and subject to the terms and conditions recited below, a permanent non-exclusive water main easement in, over, under, across, and upon the following described area:

## SEE EXHIBIT A

(the "Easement Area"). This is a portion of the following described parcel owned by the Grantor:

bearing permanent parcel number 70-10-24-485-012 (the "Parent Parcel").

This easement is subject to the following terms and conditions:

- 1. The easement shall be for the purpose of using, operating, maintaining, repairing, replacing, and improving water line, hydrant and related facilities and equipment across and upon the Easement Area. The Grantee shall have the right of ingress to and egress from the Easement Area through the Parent Parcel, over a route prearranged with the property owner.
- 2. Maintenance will be incurred whenever necessary to maintain the water line, hydrant, and related facilities in top operating condition at all times and to insure use by emergency vehicles.
- 3. Maintenance and improvement costs shall be shared equally between the parcel owners sharing access to the above-mentioned water line. When a parcel is being sold on land contract, the land contract vendee shall be deemed the owner of record.
- 4. The Grantor shall retain title to the land described; however, the Grantor agrees not to restrict or interfere with the Grantee's easement rights in any way.

- 5. All work performed in the Easement Area by the Grantor or its employees, contractors, assignees, assignees, successors, or grantees, shall be performed so as to not interfere with the Grantee's use of the Easement Area or any of the Grantee's rights under this easement, or disturb any the Grantee's lines or facilities located in the Easement Area.
- 6. This easement shall run with the land and be binding upon the parties and their respective grantees, successors, and assigns.
- 7. This easement is exempt from state and county transfer taxes pursuant to MCL 207.526(a) and (h)(i) and MCL 207.505(a) and (h).

GRANTOR:  Gregory R. Vander Zwaag	
STATE OF MICHIGAN ) COUNTY OF OTTAWA)	
On Division 1000 1000 1000 1000 1000 1000 1000 10	
personally appeared Gregory R. VanderZwaag, authorized agent of Geskus Industrial Properties LLC, to me known to be the same person described in and who executed the within instrument, who have acknowledged the same to be his free act and deed.	Carrie Ca
	~x
Notary Public, KEUT County, Michigan  My Commission Expires: 08/20/2023	
Acting in KENT County	

Drafted by:

Gregory R. VanderZwaag Geskus Industrial Properties LLC 11310 1st Avenue Grand Rapids, MI 49534

MITCHELL TANIS
NOTARY PUBLIC - MICHIGAN
KENT COUNTY
MY COMMISSION EXPIRES 08/20/2023
ACTING IN KENT COUNTY