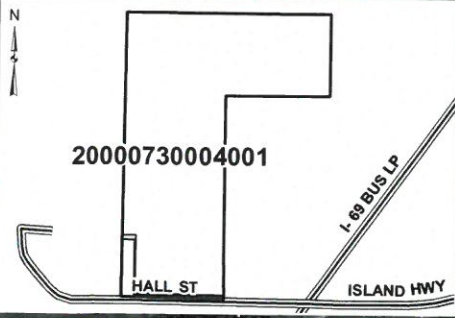


EXHIBIT "A"

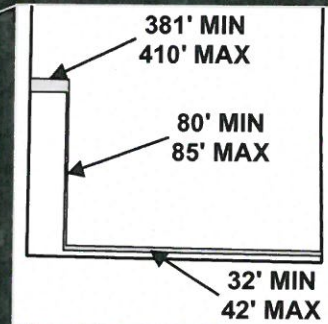
S7-T2N-R4W
S18-T2N-R4W



20000730004001

HALL ST
ISLAND HWY

CITY OF CHARLOTTE
20000730004001



AN 80 FOOT-WIDE STRIP OF LAND, BEING 40 FEET ON EACH SIDE OF THE CENTERLINE OF THE LINE CONSTRUCTED ON OWNER'S LAND, THE CENTERLINE OF SAID ELECTRIC FACILITIES IS TO BE LOCATED ALONG A CENTERLINE DESCRIBED AS:

BEGINNING AT A POINT NOT MORE THAN 560 FEET NOR LESS THAN 490 FEET WEST OF THE NORTH AND SOUTH 1/3 LINE OF SECTION 16, T2N, R4W, CITY OF CHARLOTTE, EATON COUNTY, MICHIGAN, AT A POINT NOT MORE THAN 23 FEET NOR LESS THAN 15 FEET SOUTH OF THE NORTH LINE OF SECTION 18; THENCE NORTHWESTERLY TO A POINT NOT MORE THAN 730 FEET NOR LESS THAN 680 WEST OF THE NORTH AND SOUTH 1/4 LINE OF SECTION 7 OF SAID TOWNSHIP AT A POINT NOT MORE THAN 42 FEET NOR LESS THAN 32 FEET NORTH OF THE SOUTH LINE OF SECTION 7 TO A POINT NOT MORE THAN 85 FEET NOR LESS THAN 80 FEET EAST OF THE WEST 1/8 LINE OF SECTION 7; THENCE NORTH ALONG A LINE NOT MORE THAN 85 FEET NOR LESS THAN 80 FEET EAST OF THE WEST 1/8 LINE OF SECTION 7 TO A POINT NOT MORE THAN 410 FEET NOR LESS THAN 381 FEET NORTH OF THE SOUTH LINE OF SECTION 7; THENCE WEST ALONG A LINE NOT MORE THAN 410 FEET NOR LESS THAN 381 FEET NORTH OF THE SOUTH LINE OF SECTION 7 TO THE WEST 1/8 LINE OF SECTION 7.

APPROXIMATE EASEMENT AREA: 0.23 ACRES

Note: (1) Property boundaries shown are based on county assessor's maps and electric easement location is based on GPS data. (2) Access roads and additional temporary workspace are subject to change. Access roads and additional temporary workspace may be required on this tract in the future.

PROPERTY OF:
CITY OF CHARLOTTE

EASEMENT FOR ELECTRIC FACILITIES
CITY OF CHARLOTTE
COUNTY OF EATON
STATE OF MICHIGAN

SCALE: 1" = 244' DATE: 12/27/2016

AGREEMENT NUMBER: MI0000024773

DRAWING NO. 3 / MI0000024773

DRAWN BY: MP CHECKED BY: AL REV: A

EASEMENT FOR ELECTRIC FACILITIES

SAP# 28344021
Island Road to Hastings
Agreement #MIO0000024773

City of Charlotte, a Michigan municipal corporation, 111 East Lawrence, Charlotte, Michigan 48813, (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Charlotte, County of Eaton, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner:

City of Charlotte, a Michigan municipal corporation

By: _____ Mayor

By: _____ Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by _____

Mayor, and _____ Clerk, of the

City of Charlotte, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

Prepared By: Tracy VanWoert, 9-26-2016
Consumers Energy Company
One Energy Plaza
Jackson, MI 49203

After recording, return to:
Carrie Main, EP7-471
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land in the City of Charlotte, County of Eaton, State of Michigan, described as:

A parcel of land in the Southwest 1/4 of Section 7, Town 2 North, Range 4 West, Eaton Township, Eaton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 7; thence North 89 degrees 50 minutes 04 seconds West along the South line of said Section 7 a distance of 660.00 feet to the point of beginning of this description; thence North 89 degrees 50 minutes 04 seconds West continuing along said South line 647.90 feet to the West line of the East 1/2 of said Southwest 1/4; thence North 00 degrees 05 minutes 42 seconds West along said West line 1833.22 feet; thence South 89 degrees 50 minutes 04 seconds East parallel with said South line 1319.59 feet to the North-South 1/4 line of said Section 7; thence South 00 degrees 16 minutes 13 seconds West along said North-South 1/4 line 447.21 feet; thence North 89 degrees 50 minutes 04 seconds West parallel with said South line 660.00 feet; thence South 00 degrees 16 minutes 13 seconds West parallel with said North-South 1/4 line 1386.00 feet to the point of beginning.

Parcel #200-007-300-040-01

EXHIBIT B

Easement Area

An 80 foot-wide strip of land, being 40 feet on each side of the centerline of the line constructed on Owner's Land, the centerline of said electric facilities is to be located along a centerline described as:

Beginning at a point not more than 560 feet nor less than 490 feet West of the North and South 1/4 line of Section 18, T2N, R4W, City of Charlotte, Eaton County, Michigan, at a point not more than 23 feet nor less than 15 feet South of the North line of Section 18; thence Northwesterly to a point not more than 730 feet nor less than 680 West of the North and South 1/4 line of Section 7 of said township at a point not more than 42 feet nor less than 32 feet North of the South line of Section 7; thence Westerly along a line not more than 42 feet nor less than 32 feet North of the South line of Section 7 to a point not more than 85 feet nor less than 80 feet East of the West 1/8 line of Section 7; thence North along a line not more than 85 feet nor less than 80 feet East of the West 1/8 line of Section 7 to a point not more than 410 feet nor less than 381 feet North of the South line of Section 7; thence West along a line not more than 410 feet nor less than 381 feet North of the South line of Section 7 to the West 1/8 line of Section 7.