

EASEMENT AMENDMENT

Island Road - Hastings
Order # 28344021

Tract #TRN000916032194
Agreement #MI00000024773

Eaton County
20000730004001

THIS EASEMENT AMENDMENT (this "Amendment") is made and entered into this _____ day of _____, 2017, by and between Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers"), and City of Charlotte, a Michigan municipal corporation, 111 East Lawrence, Charlotte, MI 48813 (hereinafter collectively, "Owner").

WHEREAS, Owner is the current owner of that certain property (hereinafter the "Owner's Property") located in City of Charlotte, Eaton County, Michigan, more particularly described as follows:

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.

WHEREAS, Owner by instrument (hereinafter the "Agreement") dated March 14, 2017 and recorded in Liber 2677, Page 0209, Eaton County Records, granted unto Consumers a certain easement in, over, through and across that certain portion (hereinafter the "Easement Area") of Owner's Property more particularly described in the Agreement; and

WHEREAS, Owner and Consumers desire to amend the legal description of the Easement Area, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Consumers and Owner hereby agree as follows, notwithstanding anything to the contrary contained in the Agreement:

1. The legal description of the Easement Area contained in the Agreement shall be replaced with and superseded by the following:

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 410 feet nor less than 381 feet North of the South line of Section 7, T2N, R4W, City of Charlotte, Eaton County, Michigan at a point not more than 450 feet nor less than 372 feet East of the West line of Section 7; thence Easterly to a point not more than 410 feet nor less than 381 feet North of the South line of Section 7 at a point not more than 14 feet nor less than 4 feet West of the West 1/8 line of Section 7; thence Southeasterly to a point not more than 80 feet nor less than 40 feet North of the South line

of Section 7 at a point not more than 815 feet nor less than 735 feet West of the North and South 1/4 line of Section 7; thence Southeasterly to a point not more than 23 feet nor less than 15 feet North of the South line of Section 7 at a point not more than 560 feet nor less than 490 feet West of the North and South 1/4 line of Section 7.

FURTHER SAVING AND EXCEPTING TO Consumers, its successors and assigns, the right to unimpaired access to Consumers' facilities located within the Easement Area, and the right of ingress and egress on, over, and through the Owner's Property for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of any rights reserved to it under the Agreement or this Amendment as to the Easement Area.

2. The benefits hereof shall accrue to and the obligations hereof shall bind the heirs, successors, and assigns of the respective parties, and the agreements and covenants set forth herein shall be perpetual and at all times construed as covenants running with the land.
3. Except as herein modified, all rights, title and interests of every kind and nature as contained in the Agreement are fully reserved by Consumers and shall otherwise remain in full force and effect as to the Easement Area and the remainder of the land described in the Agreement. It is expressly understood that this Amendment is intended to affect only Consumers' easement interests recorded in Liber 2677, Page 0209, Eaton County Records and only as to Owner's Property, and shall not be construed to in any way affect any other easement interests that Consumers' may hold on Owner's Property or otherwise.
4. Consumers' nonuse or limited use of the Easement Area shall not preclude Consumers' later use of the Easement Area and all rights, title, and interests of every kind and nature included in the Easement and in this Amendment to their full extent.
5. Consumers makes no representations or warranties with respect to this Amendment.
6. Owner represents and warrants that it is the lawful fee simple owner of Owner's Property, and that it has the right and authority to enter into this Amendment.
7. This Amendment 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.

[Remainder of page intentionally left blank;
signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and have affixed their respective signatures as of the day and year first above written.

City of Charlotte, a Michigan municipal corporation

By: _____
Timothy Lewis, Mayor

By: _____
Ginger Terpstra, Clerk

Acknowledgement

Acknowledged before me in _____ County, Michigan, on _____,
20____, by Timothy Lewis, Mayor, and Ginger Terpstra, 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: _____

CONSUMERS ENERGY COMPANY,
a Michigan corporation

By: _____
Name: _____
Its: _____

Acknowledgement

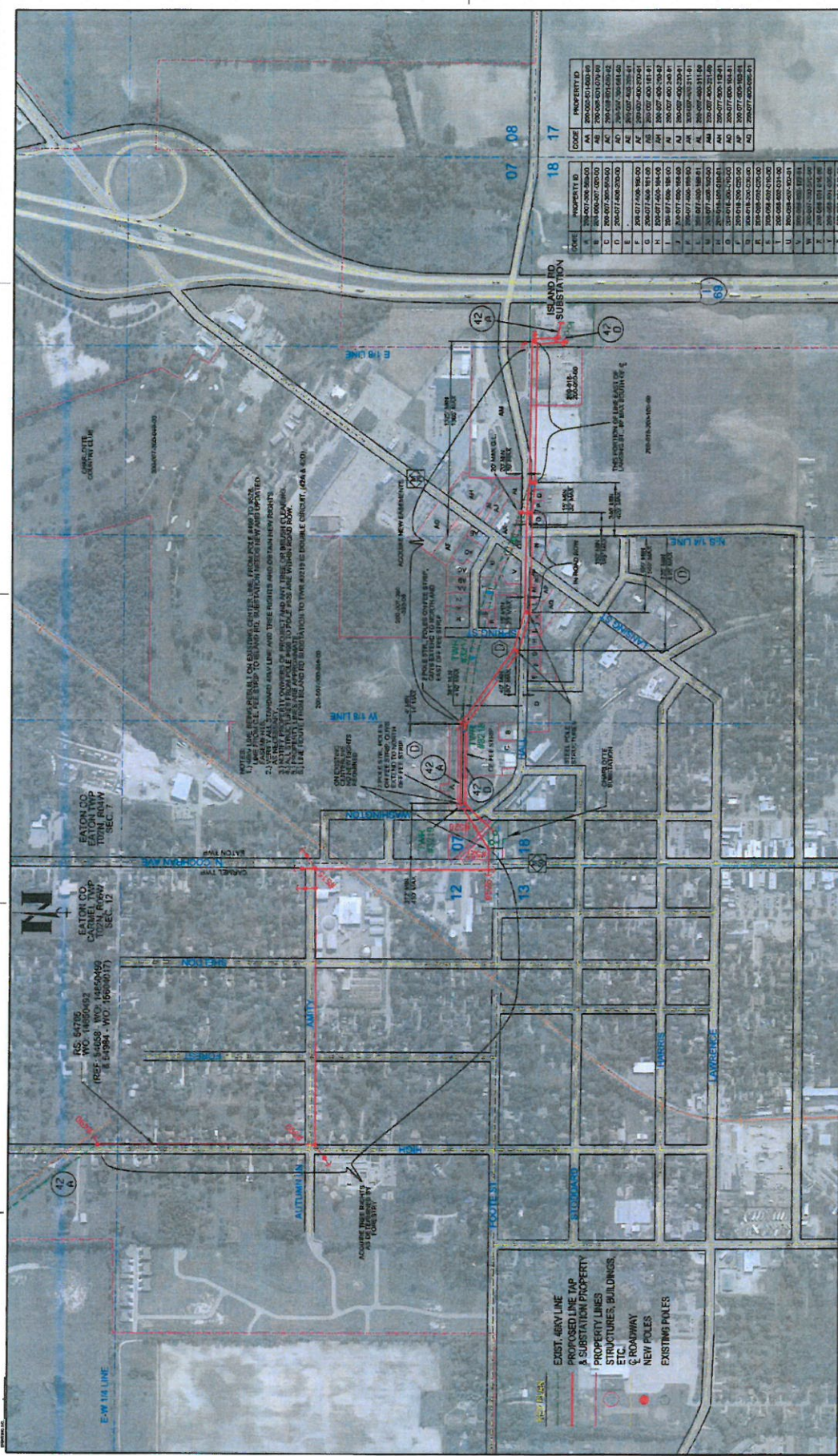
Acknowledged before me in Jackson County, Michigan, on _____, 20____,
by _____ of Consumers Energy
Company, a Michigan corporation, for the corporation.

Notary Public

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

Prepared by:
Adrienne Simmons 8/10/17
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Return recorded instrument to:
Carrie J. Main, EP7-471
Consumers Energy Company
One Energy Plaza
Jackson MI 49201



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