

EASEMENT FOR ELECTRIC FACILITIES

Pottersville to Island Road

SAP# 32672149

Master Tract# TRN000916037423

Agreement# MI00000037002

City of Charlotte, a Michigan municipal corporation, 111 East Lawrence Avenue, Charlotte, MI 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, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Crop Damage: Grantee shall pay compensation, based on market rates, for all growing crops situated on Grantor's property that are damaged or destroyed by Grantee during the original installation and/or subsequent maintenance, repair or removal of Grantee's facilities installed pursuant to this Easement on Grantor's property. Growing crops shall not mean i) trees or ii) vegetation used in landscaping.

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: _____

City of Charlotte, a Michigan municipal corporation

Tim Lewis, Mayor

Ginger Terpstra, City Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by Tim Lewis, Mayor, and Ginger Terpstra, City 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:
Adrienne Simmons, 07-16-2018
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

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

EXHIBIT A

Owner's Land

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

The North 400 feet of the East 1,107 feet of the West 1/2 of the Northwest 1/4, excepting the East 407 feet thereof, Section 17, Township 2 North, Range 4 West.

Parcel ID: 20001710020000

EXHIBIT B

Easement Area

A 30 foot wide strip of land, being 15 feet on each side of the centerline of 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 125 feet nor less than 70 feet East of the West line of Section 17, T2N, R4W, City of Charlotte, Eaton County, Michigan at a point not more than 33 feet South of the North line of said Section 17; thence Southwesterly to a point not more than 125 feet nor less than 70 feet East of the West line of Section 17 at a point not more than 65 feet nor less than 35 feet South of the North line of Section 17; thence Easterly to a point not more than 65 feet nor less than 35 feet West of the West North and South 1/8 Line of Section 17 at a point not more than 65 feet nor less than 35 feet South of the North line of Section 17.