

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916070834
SAP# 1057342329/1064651306
Design# 11330999/11439512
Agreement# MI00000060914

LIVINGSTON COUNTY, a political subdivision of the State of Michigan, whose address is 304 East Grand River, PO Box 171, Howell, Michigan 48844 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [*exempt from real estate transfer tax pursuant to MCL 207.505(a) and (h)(i) and from State real estate transfer tax pursuant to MCL 207.526(a) and (h)(i)*] 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 Township of Deerfield, County of Livingston, 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 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.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent. However, if Consumers fails to use or subsequently abandons use of this Easement for a period of one (1) year, the Owner shall in writing notify Consumers Real Estate Department of the nonuse of this Easement and Consumers shall file a release of easement in the County of record, and such release shall not be unreasonably withheld.

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: LIVINGSTON COUNTY, a
political subdivision of the State of Michigan

Signature

By: Wesley J. Nakagiri

Print name

Its: Chairperson, County Board of Commissioners

Print title

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.

By: TIMOTHY M. PERRONE – DRAFT/NOT APPROVED

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Wesley J. Nakagiri, Chairperson, of Livingston County Board of Commissioners, on behalf of the Owner.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:
Ashley Shoup #128-24
Consumers Energy Company
530 W Willow Street
Lansing MI 48909

Prepared By:
Nicole Corts 01/24/2022, P24-720
Consumers Energy Company
1945 W Parnall Rd
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE ONLY
Return recorded instrument to:
Carrie J. Main, P24-720
Consumers Energy Company
1945 W Parnall Rd
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Deerfield, County of Livingston, State of Michigan:

Parcel 1:

Part of the Northwest 1/4 of Section 5, Town 4 North, Range 4 East, described as:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 5, T4N-R5E, DEERFIELD TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE N 02° 30' 58" W 33.00 FEET ALONG THE WEST LINE OF SAID SECTION FOR A PLACE OF BEGINNING; THENCE CONTINUING N 02° 30' 58" W 3783.40 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE N 88° 18' 21" E 2630.77 FEET; THENCE S 02° 27' 39" E 886.20 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION (AS MONUMENTED) AND THE CENTER LINE OF LATSON ROAD; THENCE S 87° 16' 42" W 350.00 FEET; THENCE S 02° 27' 39" E 613.00 FEET; THENCE N 87° 16' 42" E 350.00 FEET; THENCE S 02° 27' 39" E 931.57 FEET ALONG SAID 1/4 LINE AND CENTER LINE; THENCE S 87° 00' 25" W 1314.12 FEET; THENCE S 02° 29' 19" E 103.67 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION; THENCE S 87° 30' 16" W 208.73 FEET; THENCE S 02° 29' 44" E 208.70 FEET; THENCE N 87° 30' 16" E 29.04 FEET; THENCE S 02° 29' 44" E 181.50 FEET; THENCE N 87° 30' 16" E 179.64 FEET; THENCE S 02° 29' 19" E 800.77 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION AND THE CENTER LINE OF LUTZ ROAD; THENCE S 87° 04' 39" W 1313.49 FEET ALONG THE NORTH LINE OF THE SOUTH 33.00 FEET OF THE WEST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SAID SECTION TO THE PLACE OF BEGINNING. BEING A PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, T4N-R5E, DEERFIELD TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN AND CONTAINING 181.58 ACRES OF LAND, MORE OR LESS; BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THAT PART AS IS OCCUPIED BY LATSON ROAD, ALSO BEING SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THAT PART WHICH IS OCCUPIED BY LUTZ ROAD, ALSO BEING SUBJECT TO A GAS LINE EASEMENT OF RECORD, ALSO BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Also known as: 11423 Lutz Road, Linden, Michigan 48451

Parcel ID: 4703-05-100-014

Easement Area

A 30.00-foot-wide strip of land, being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing and a 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

