

## **EASEMENT FOR ELECTRIC FACILITIES**

Master Tract# ROW000916064741  
SAP# 1051905011  
Design# 11191674  
Agreement# MI00000053418

COHOCTAH TOWNSHIP, a Michigan municipal corporation, whose address is 3530 Gannon Road, Howell, Michigan 48855 (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 Township of Cohoctah, 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.

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: COHOCTAH TOWNSHIP, a Michigan municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

#### Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, Michigan,  
on \_\_\_\_\_ by \_\_\_\_\_ of  
Date

Cohoctah Township, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, Michigan

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:  
Madison Lefke 12/8/2020  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

#### **REGISTER OF DEEDS OFFICE USE ONLY**

Return recorded instrument to:  
Carrie J. Main, EP7-287  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

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

Parcel 1

Part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Town 4 North, Range 4 East, described as: Beginning at the West 1/4 corner of said Section 9; thence North 02°27'58" West 193.08 feet (previously recorded as North 11 1/2 rods) along the West line of said Section 9; thence North 89°03'08" East 1307.05 feet (previously recorded as East 80 rods); thence South 02°25'19" East (previously recorded as South) 191.63 feet along the East line of the West 1/2 of the Northwest 1/4 of said Section 9 and the centerline of Antcliff Road; thence South 02°27'37" East (previously recorded as South) 230.43 feet along the East line of the West 1/2 of the Southwest 1/4 of said Section 9 and said centerline; thence South 89°00'28" West 1306.06 feet (previously recorded as South 88°46'31" West 1307.12 feet) along the North line of Parcel 2 as described in Liber 563, Page 41 of Livingston County Records; thence South 88°09'35" West 1306.19 feet (previously recorded as South 89°37'13" West 1305.96 feet) along the North line of the South 350.00 feet of the North 580.00 feet of the Northeast 1/4 of the Southeast 1/4 of Section 8, Town 4 North, Range 4 East, said line also being the North line of Parcel 1 as described in Liber 563, Page 41 of Livingston County Records; thence North 02°21'57" West 230.01 feet along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 8; thence North 88°09'35" East 1305.54 feet along the East-West 1/4 line of said Section 8 (as monumented) to the Place of Beginning. Being part of the West 1/2 of Section 9 and the Northeast 1/4 of the Southeast 1/4 of Section 8, all in Town 4 North, Range 4 East, being subject to the right of public over the Easterly 33.00 feet thereof, as is occupied by Antcliff Road, also being together with the right to cross Consumers Power parcels as described in Liber 563, Page 41 of Livingston County Records, as places and in such a manner as is mutually satisfactory to both parties so long as said crossing does not interfere with the use of land by second party, its successors and assignees.

Also known as: 10515 North Antcliff Road, Fowlerville, Michigan 48836

Parcel ID: 4702-09-100-007

EXHIBIT B

Easement Area

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.

