

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1075642010
Design# 11846339
Agreement# MI00000091218

JENISON PUBLIC SCHOOLS, a Michigan school district, whose address is 8375 20th Avenue, Jenison Michigan 49428 (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 Georgetown, County of Ottawa, 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. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the East edge of Owner's Land, in which event the Easement Area shall include a 30.00-foot-wide strip of land, being 15.00 feet on each side of each such lateral line.

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: JENISON PUBLIC SCHOOLS, a Michigan school district

Signature _____

By: _____

Print Name _____

Its: _____

Print Name _____

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____ of _____
Date Print Name Print Title

Jenison Public Schools, a Michigan school district, on behalf of the school district.

Notary Public

Print Name _____

County, _____

Acting in _____ County _____

My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Devin Nault
Consumers Energy Company
530 Willow Street
Lansing, MI 48906
ROW Manager: Amber Wiswell

Prepared By:
Alaina Madison, 02/03/2026
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Georgetown, County of Ottawa, State of Michigan:

A parcel in the Northwest 1/4 of the Southwest 1/4 of Section 10, Town 6 North, Range 13 West, commencing in the Northeast corner, thence West 66.00 feet; thence South 230.00 feet; thence West 99.00 feet; thence South 34.00 feet; thence West 165.00 feet; thence South 464.00 feet; thence West 20 rods; thence South 592.00 feet; thence East 40 rods; thence North 80.00 rods to Point of Beginning.

Also known as: 8375 20th Avenue, Jenison, Michigan 49428

Parcel ID: 70-14-10-300-016

EXHIBIT B

Easement Area

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

