

977 ORIS. Bridge
119100 Street

LAND RENTAL AGREEMENT

Michigan Law establishes rights and obligations for parties to rental agreements.
This agreement is required to comply with the Truth in Renting Act 454, P.A. of 1978.

NON-FEDERAL

Michigan law establishes rights and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act, Act 454, P.A. of 1978. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. Any notice or other communication to the Department may be directed to the Michigan Department of Transportation, Property Management Section. The Department of Transportation is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. It encourages and supports an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, age, sex, familial status, marital status, or mental and physical handicap. Persons denied fair housing opportunity for these reasons may file a complaint with the Michigan Civil Rights Commission. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. Any notice or other communication to the Department may be directed to the Michigan Department of Transportation, Real Estate Division, Property Management Section.

I hereby agreed that the Michigan Department of Transportation hereafter "DEPARTMENT", does hereby let and rent to Consumers Energy, whose address is 1945 W. Parnall Road, Jackson, Michigan 49201 hereafter "TENANT", the following state-owned land located at from val station 8,161 +06.86 to val station 8,270 +46, Coe Township, Isabella County, Michigan. (see attached lease description showing limits of property covered in this agreement) for a term beginning March 29, 2000. This agreement, unless terminated earlier as provided herein, shall expire on March 28, ~~2000~~ ²⁰²⁰.

Handwritten initials and date: 2020 [initials]

RENT

TENANT agrees to pay \$15,000.00 for a twenty(20) year term beginning on March 29, 2000. Payment for the rent shall be made at the time of execution of this agreement by the TENANT. Payments will be made by money order or check to the State of Michigan, Department of Transportation. Mail payments to the Financial Operations Division, Post Office Box 30648, Lansing, Michigan 48909. Payments must include the Control Section Number and Parcel Number to insure proper credit.

OCCUPATION OF PREMISES

The TENANT agrees not to rent, sublease or allow use by any persons other than those designated above as tenants.

TENANT'S DUTY TO MAINTAIN PREMISES

TENANT agrees that no structure of any type shall be placed on the property. No use shall be permitted within 10 feet of the edge of a cut or fill slope. All right-of-way markers and stakes shall be protected by the TENANT. The DEPARTMENT assumes no responsibility for the safe condition of the lands.

TENANT will not use or store radioactive, toxic, inflammable or poisonous materials, explosives, or other hazardous materials on the premises and will not permit hazardous or unreasonably objectionable smoke, fumes, vapor or odors to emit from the premises. No junk or garbage shall accumulate on the premises.

UTILITIES AND SERVICES

TENANT shall be responsible for all services commonly known and designated as public utilities and the securing of deposits and payments for all such obligations.

Vertical handwritten note: Coe - 100 ft, Isabella County

CONTROL SECTION: 3712G3	PARCEL: 289A	
JOB NO. NA	FEDERAL ITEM NO. NA	FEDERAL PROJ NO. NA

NOTICE OF TERMINATION

TENANT agrees to vacate the premises upon thirty (30) days written notice. TENANT agrees that in the event the TENANT vacates the premises at will or at the request of the DEPARTMENT, that the DEPARTMENT will not be obliged to provide, and the TENANT will not be entitled to receive, relocation assistance and benefits.

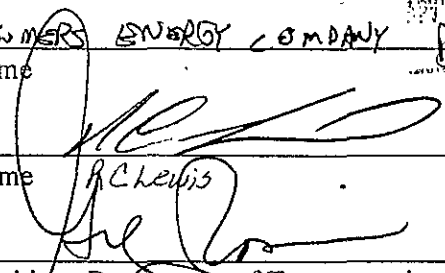
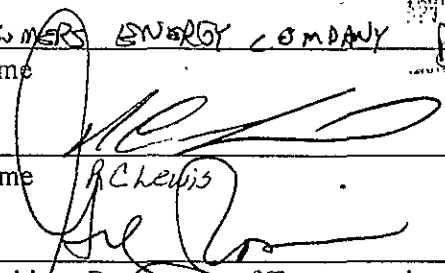
Before the expiration of this agreement, the TENANT shall prepare for vacation of the premises by bringing it to a clean and sightly condition.

LIABILITY INSURANCE

The TENANT agrees to indemnify and save harmless the State of Michigan, the State Transportation Commission, the DEPARTMENT and all of its officers, agents and employees from all claim, demand payments, suits, actions, recoveries and judgements and from losses occurring or resulting to all persons, firms, or corporations furnishing work, services, materials, or supplies to the DEPARTMENT and from all claims for injuries to, or death of, all persons, and for loss of or damage to property, arising from this agreement.

The parties mutually agree that this agreement is subject to the provisions of Act 189 of 1953 as amended (users of Tax-Exempt Property).

Although duly executed, this agreement will not be binding on the parties until accepted by the Department.

<u>CONSUMERS ENERGY COMPANY</u> <small>REV'D AS TO FORM</small>		
Tenant's Name	Date	Taxpayer ID Number
BY: 	6/12/00	
Tenant's Name	Date	Taxpayer ID Number
	6/30/00	
Director, Michigan Department of Transportation	Date	

Control 3712G3
Parcel 289A

Lease Description

That part of the Michigan Department of Transportation Railroad, formerly Ann Arbor, right of way, as located over and across Section 8, Section 17, the Northeast Quarter of Section 20, the West Half of Section 21 and the West Half of the Northwest Quarter of Section 28, all in Town 13 North, Range 3 West, Coe Township, Isabella County, Michigan, as outlined on the attached Exhibit "A".

Contains 3.52 Acres, more or less.

SEC. 8, T13N, R 3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL 371263
PARCEL 289A

N



E-W 1/4 SEC. LINE

PT
STA. 8270+45.00

8270

N-S 1/4 SEC. LINE

SCALE

1" = 200'

DRW' N MDG 3/00

CK' D

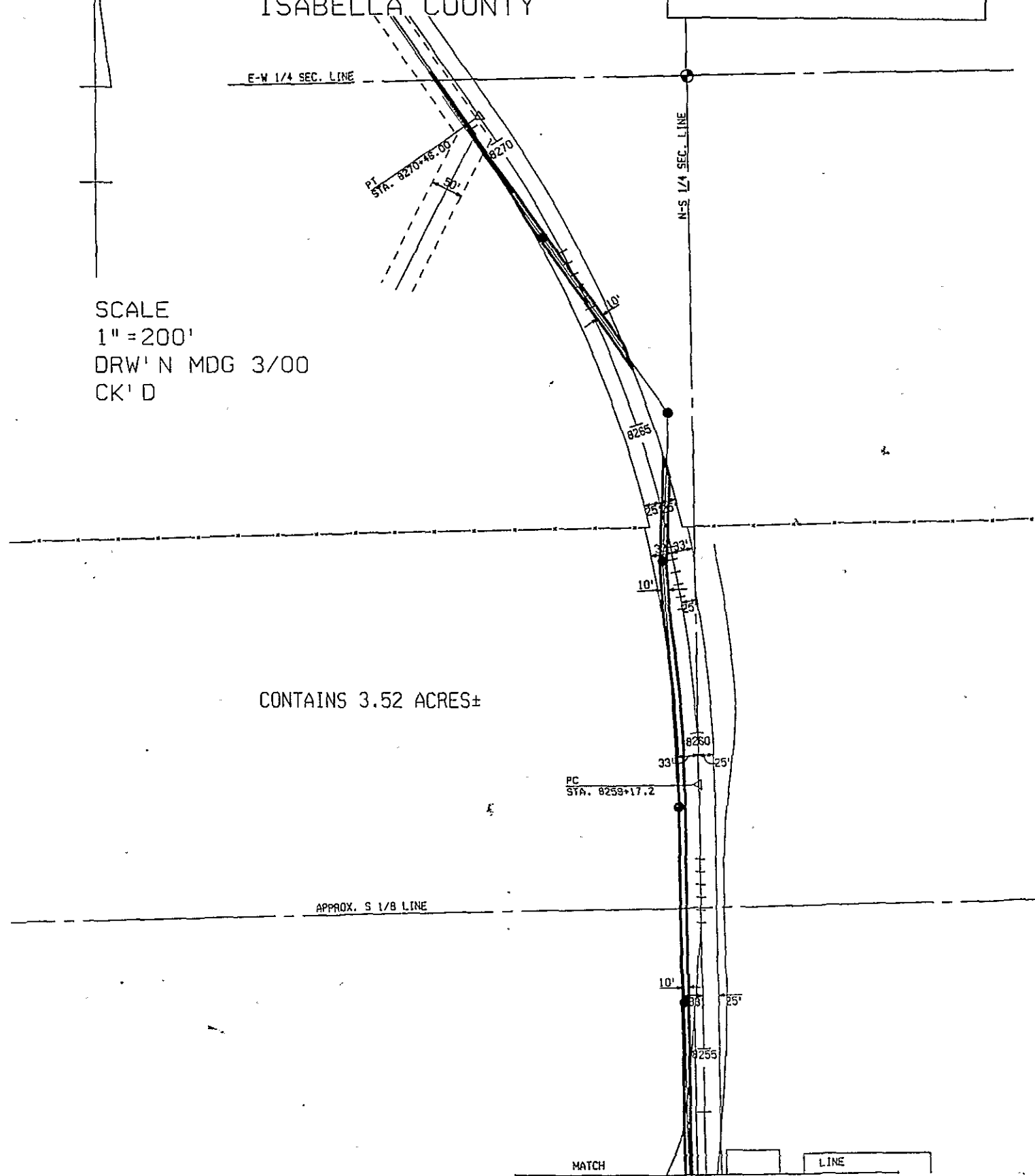
CONTAINS 3.52 ACRES±

PC
STA. 8259+17.2

APPROX. S 1/8 LINE

MATCH
MATCH

LINE
LINE

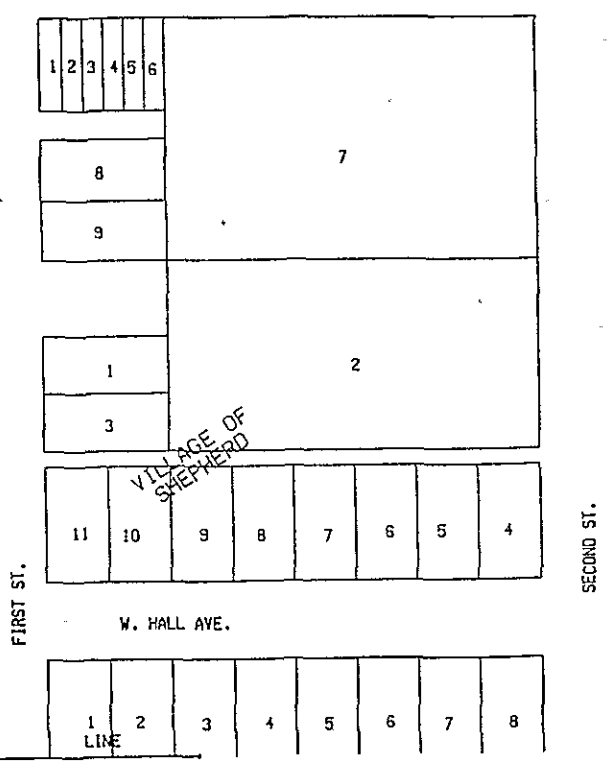
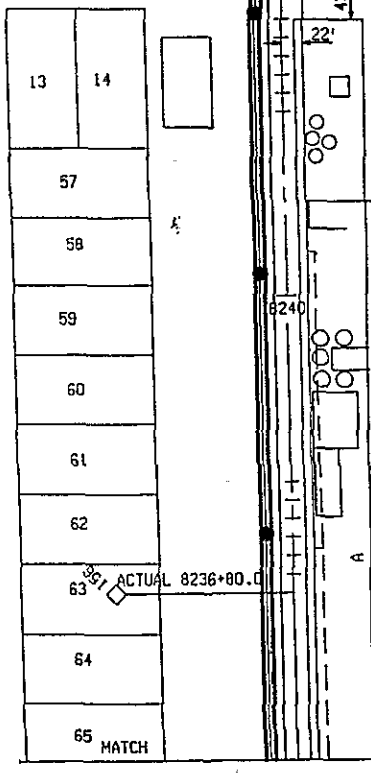
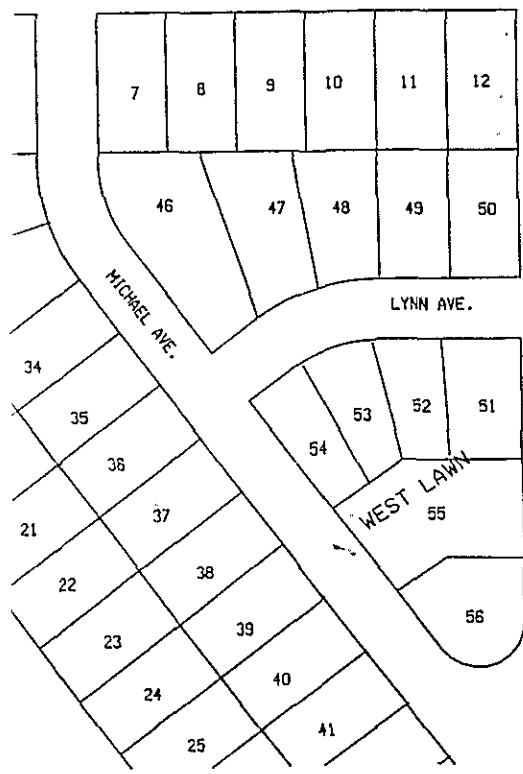
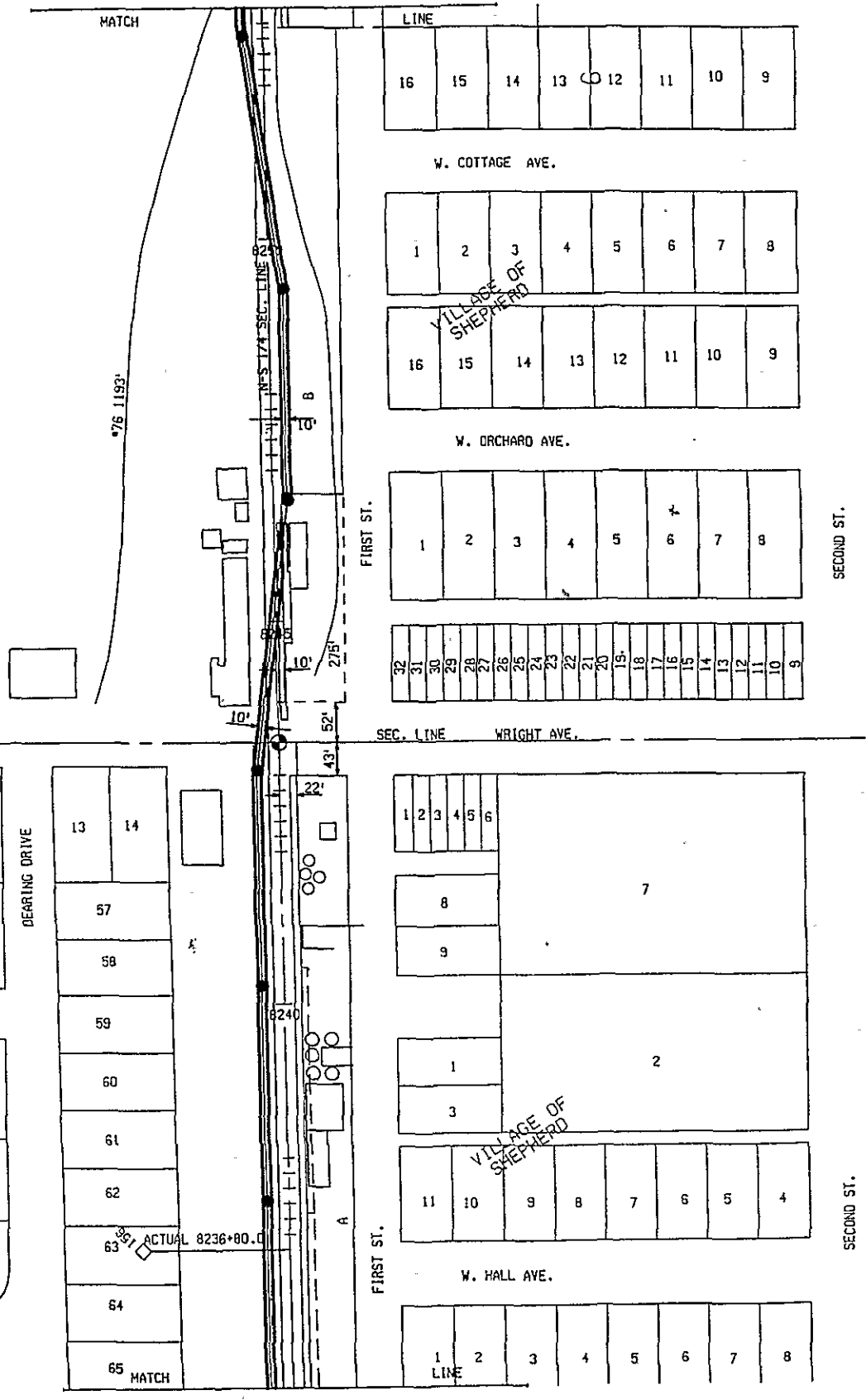


SEC. 8 & 17, T13N, R3W
 COE TOWNSHIP
 ISABELLA COUNTY

CONTROL 3712G3
 PARCEL 289A



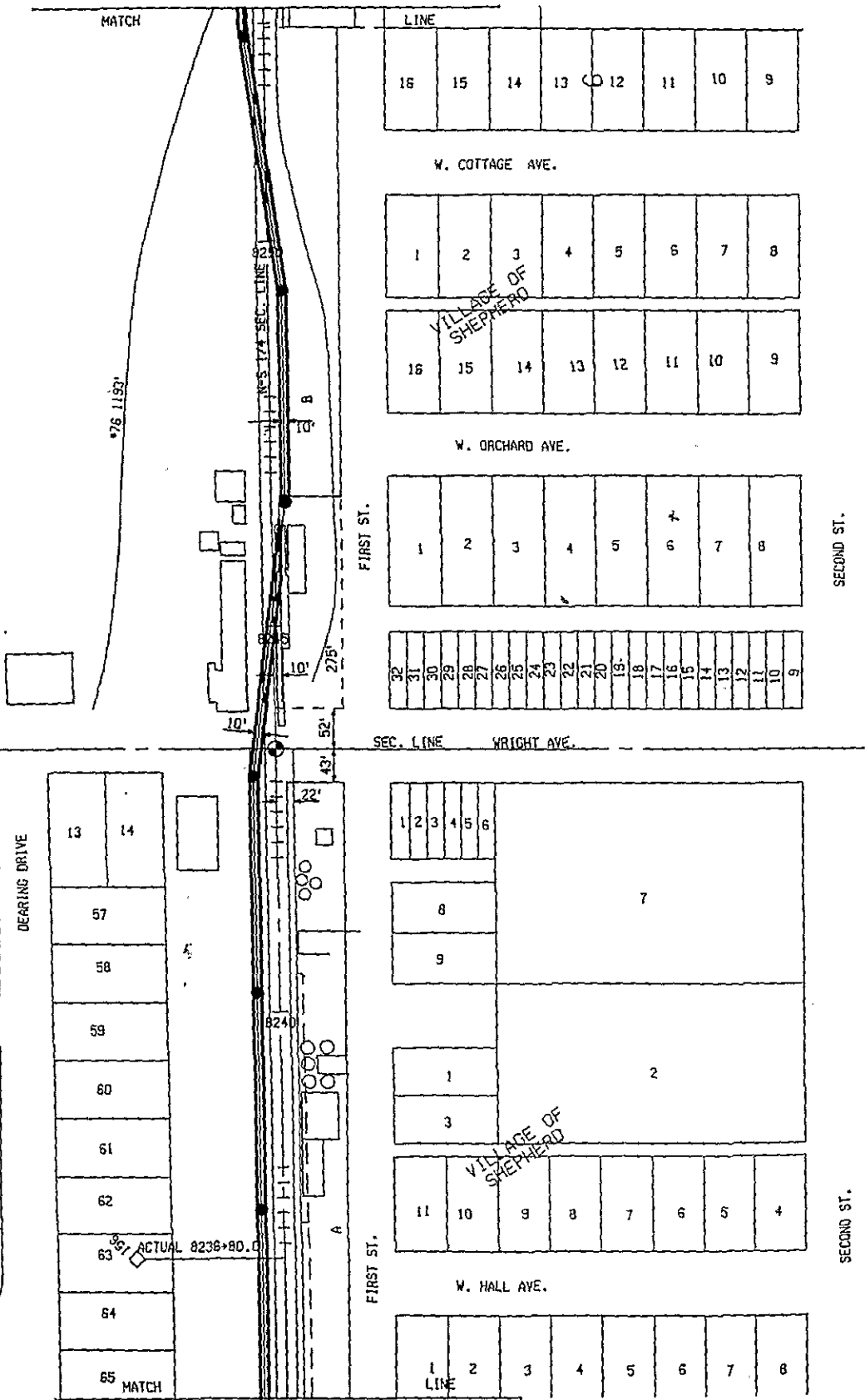
SCALE
 1" = 200'
 DRW' N MDG 3/00
 CK' D



C.8 & 17, T13N, R3W
 COE TOWNSHIP
 ISABELLA COUNTY

CONTROL 3712G3
 PARCEL 289A

3/00



VILLAGE OF SHEPHERD

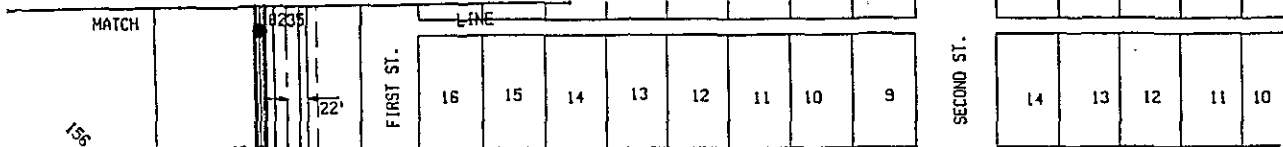
VILLAGE OF SHEPHERD

ACTUAL 8238+80.0

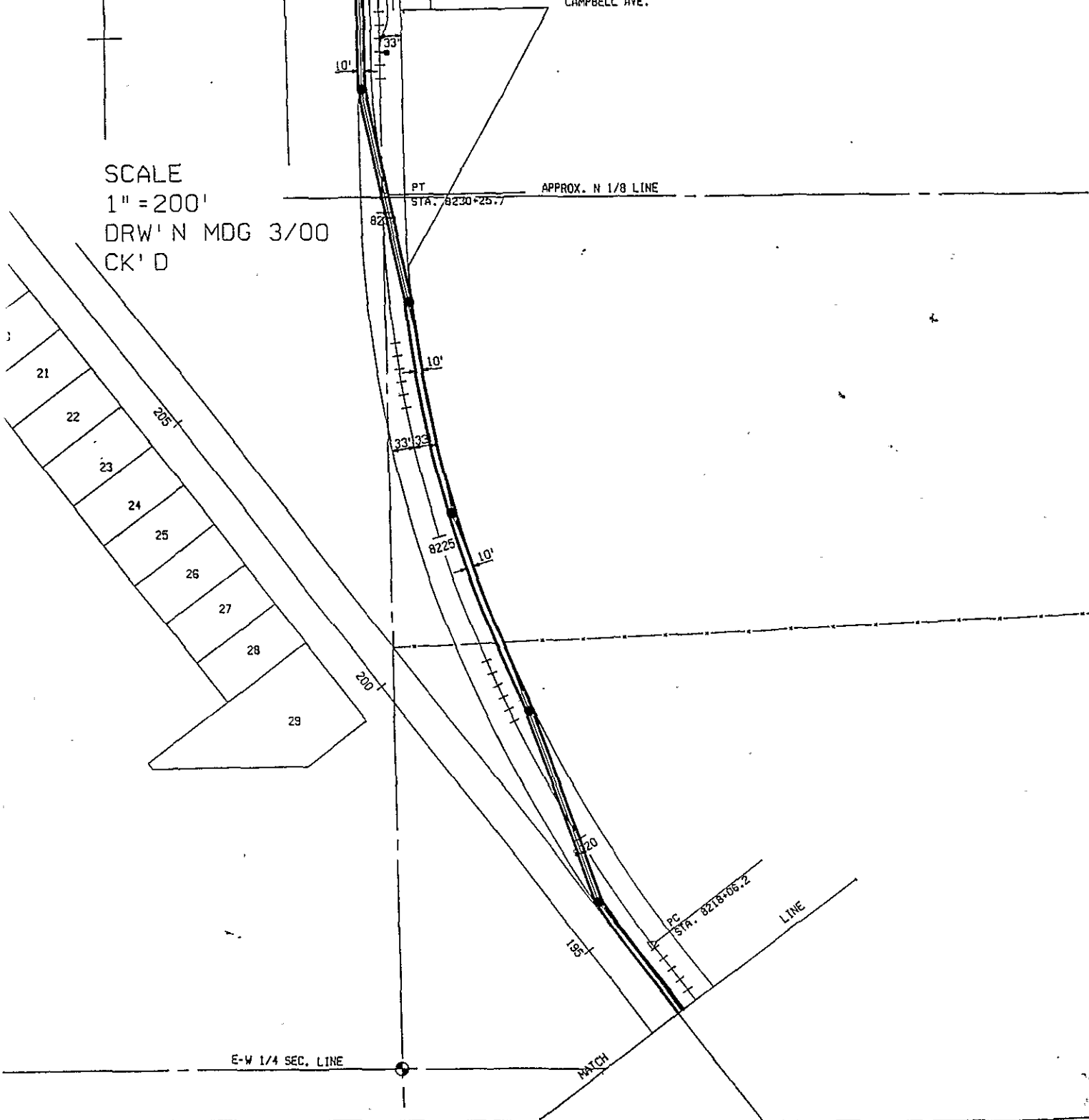


SEC. 17, T13N, R3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL 3712G3
PARCEL 289A



SCALE
1" = 200'
DRW' N MDG 3/00
CK' D

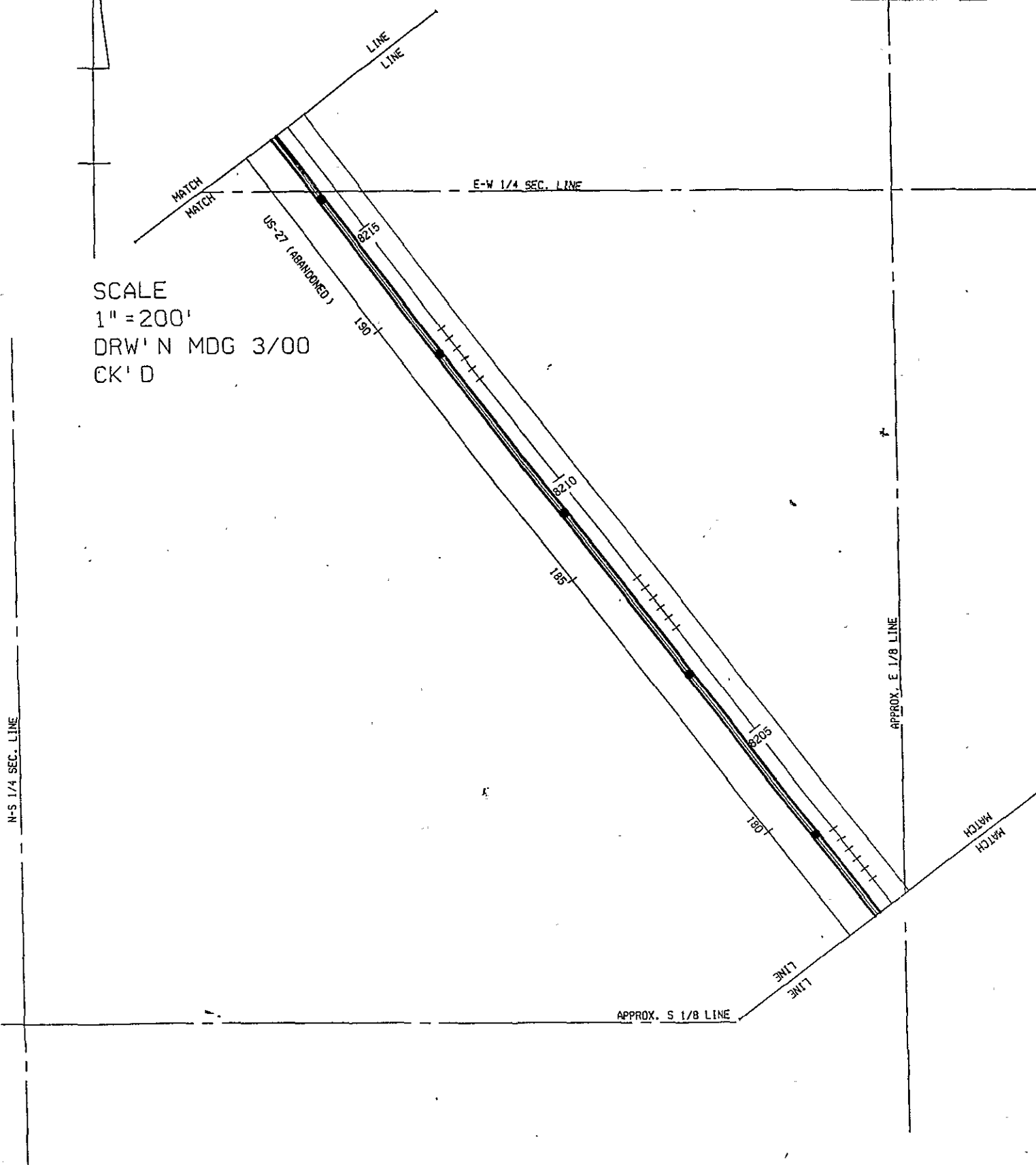




SEC. 17, T13N, R3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL 3712G3
PARCEL 289A

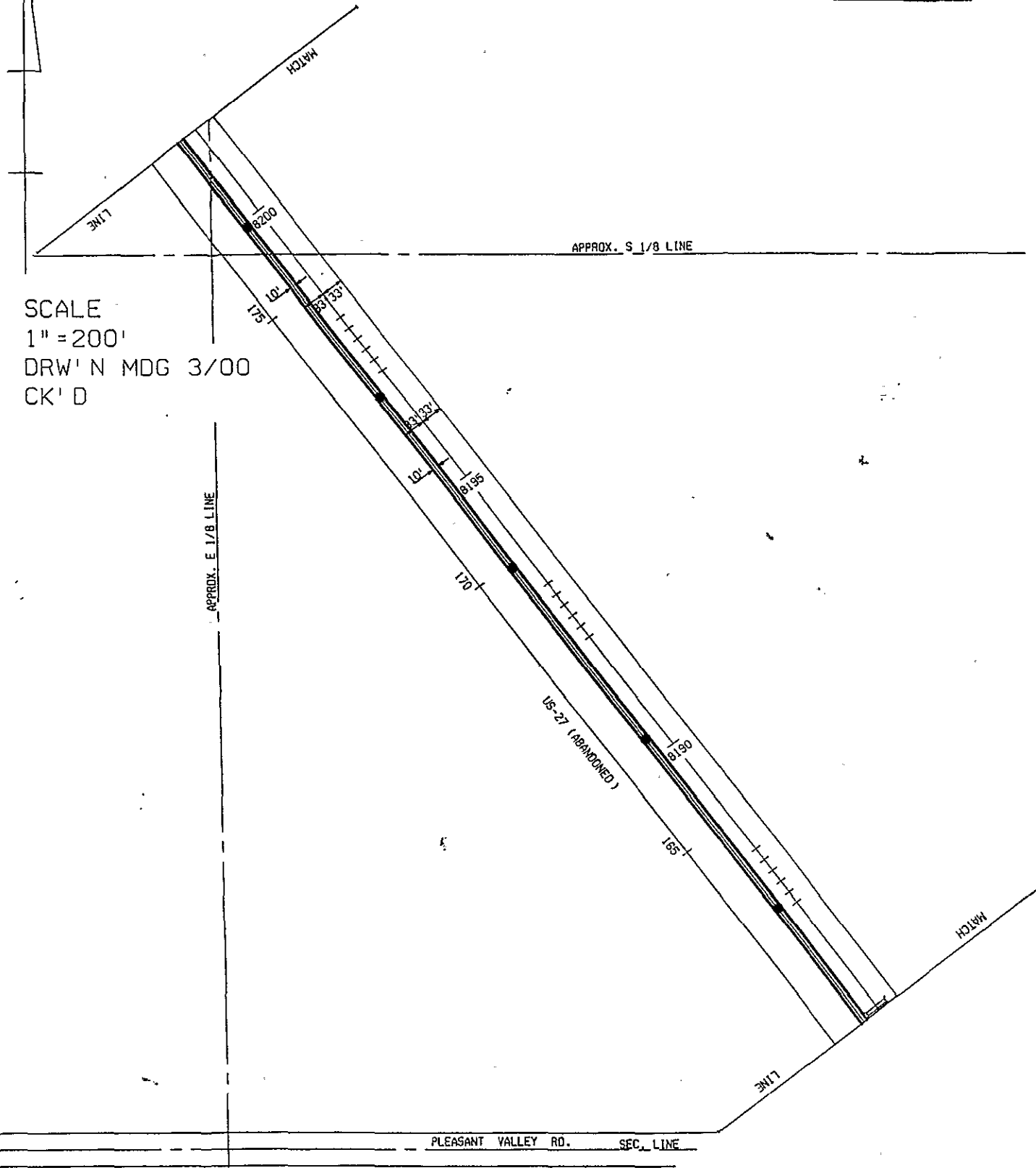
SCALE
1" = 200'
DRW' N MDG 3/00
CK' D





SEC. 17, T13N, R3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL	371263
PARCEL	289A

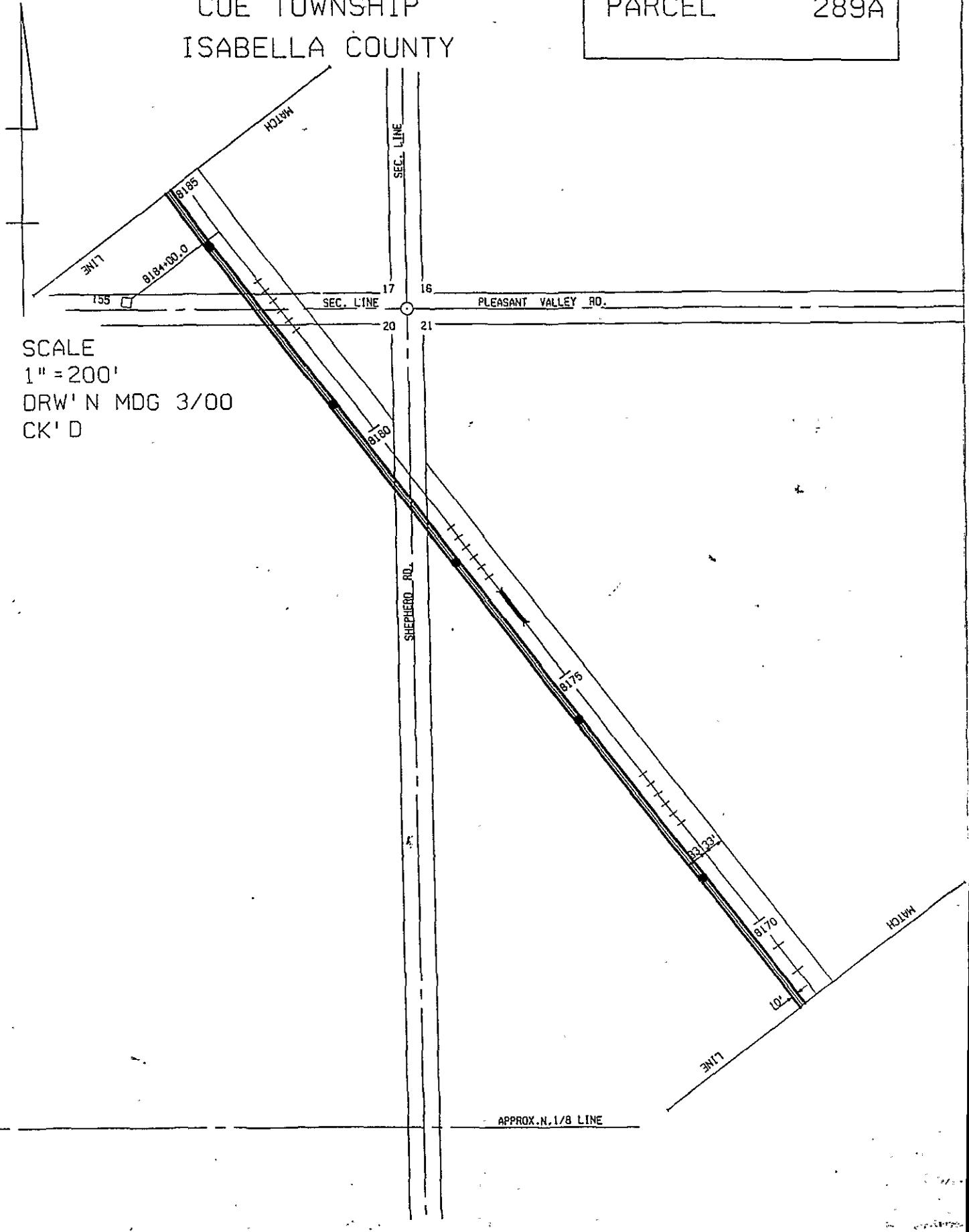


SCALE
1" = 200'
DRW' N MDG 3/00
CK' D

PLEASANT VALLEY RD. SEC. LINE

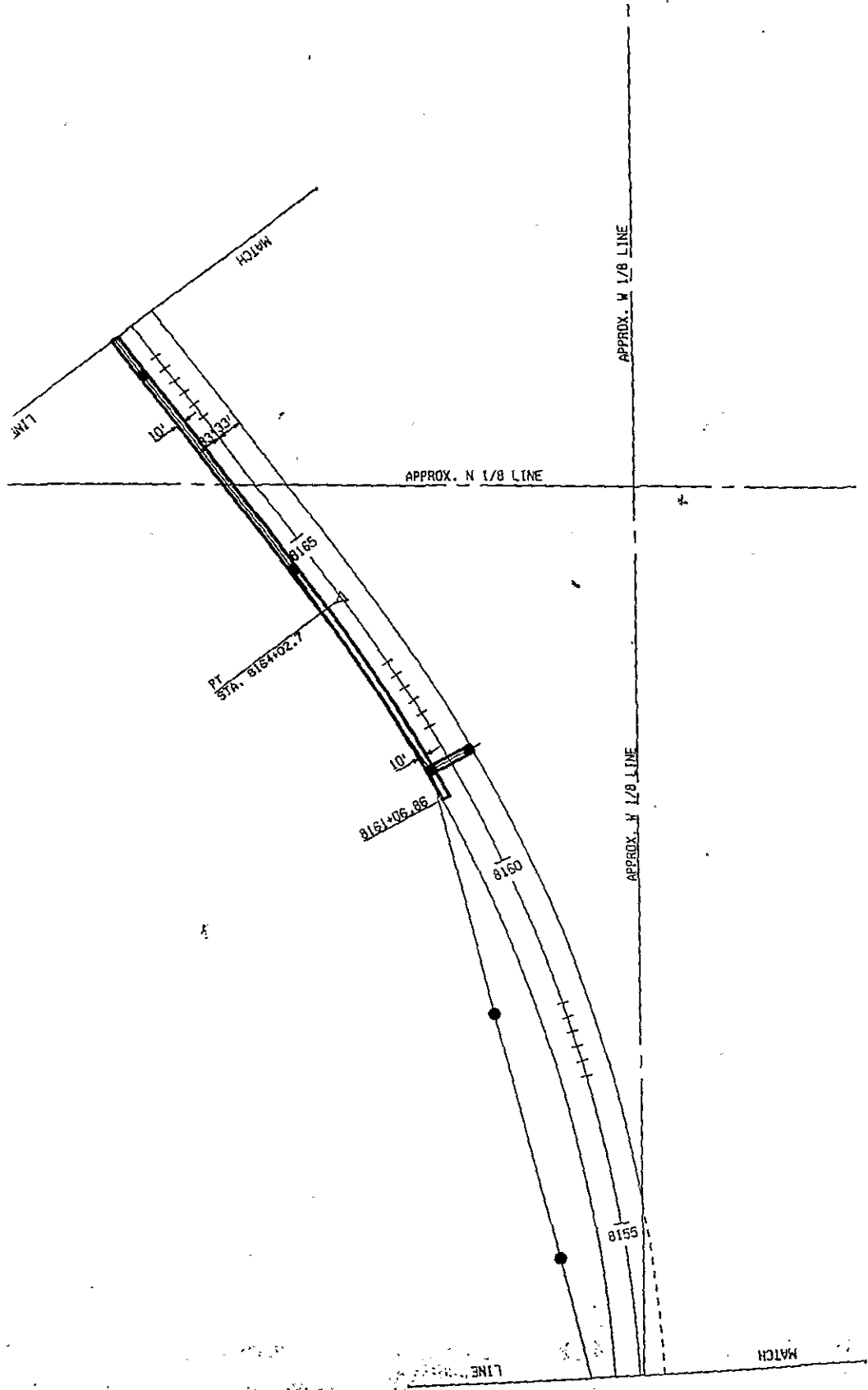
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SECS. 17, 20 & 21, T13N, R3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL	3712G3
PARCEL	289A



T13N, R3W
TOWNSHIP
JLLA COUNTY

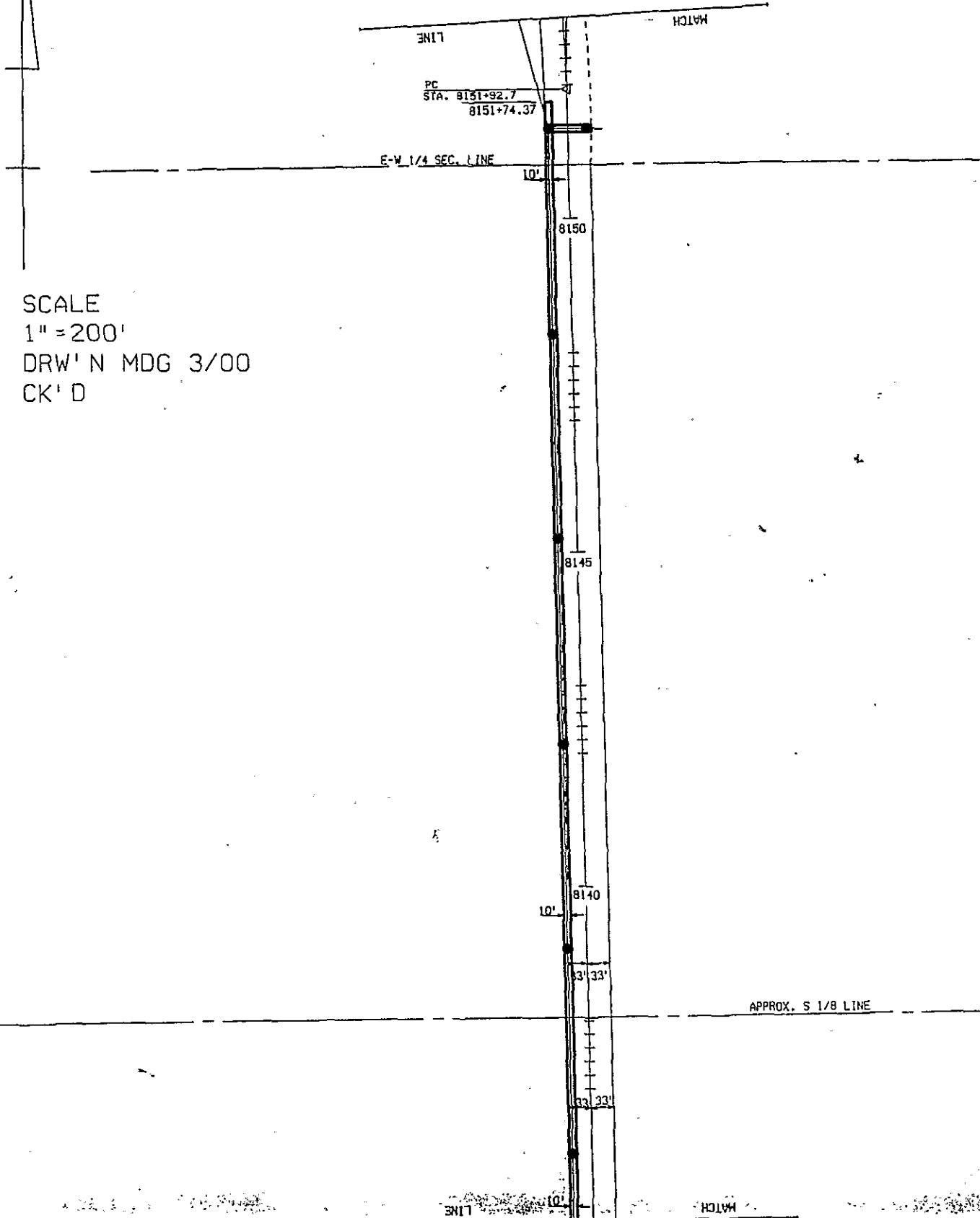
CONTROL	3712G3
PARCEL	289A





SEC. 21, T13N, R3W
COE TOWNSHIP
ISABELLA COUNTY

CONTROL	3712G3
PARCEL	289A



SCALE
1" = 200'
DRW' N MDG 3/00
CK' D

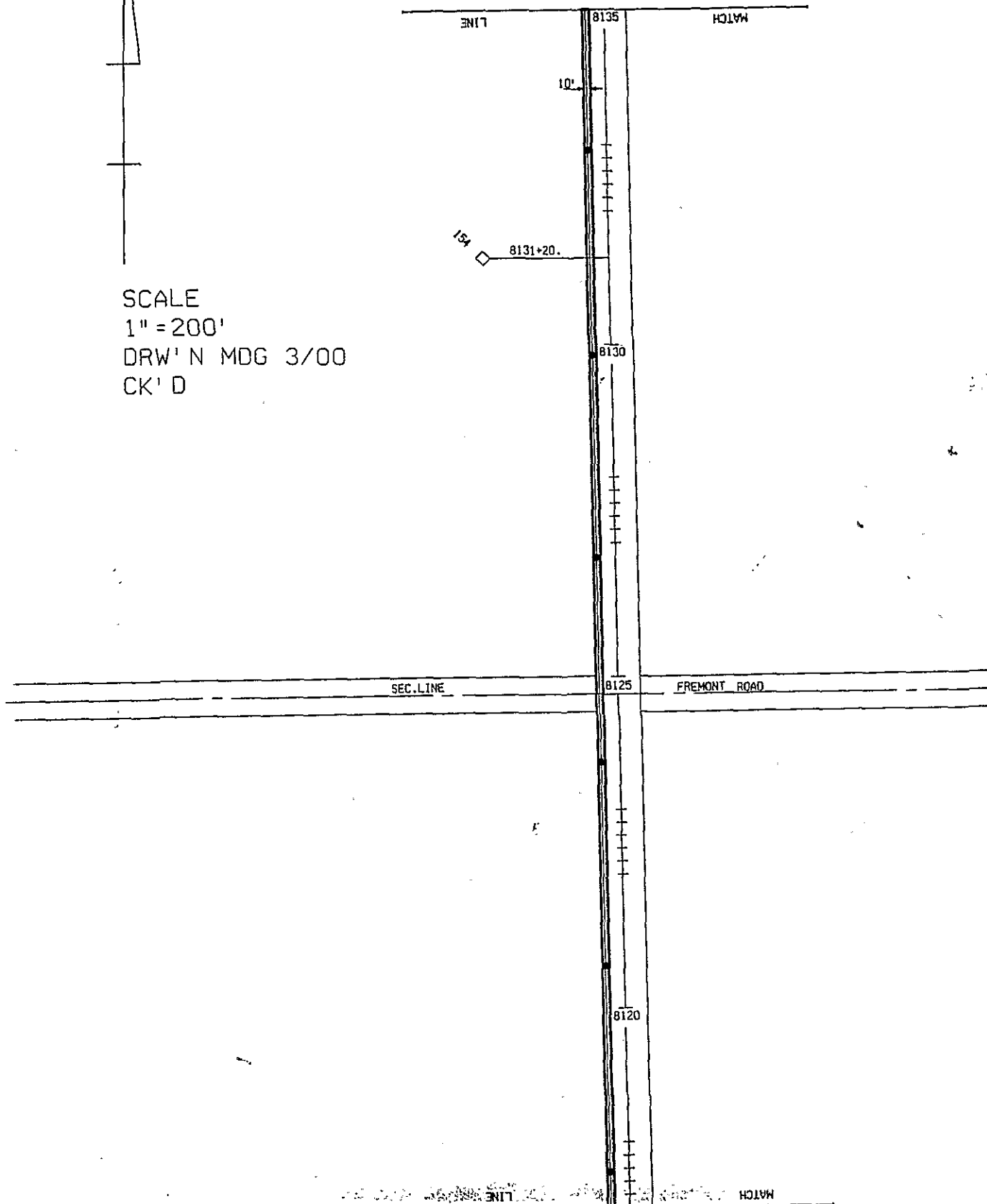
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SEC. 21 & 28, T.13N., R3W
 COE TOWNSHIP
 ISABELLA COUNTY

CONTROL	3712G3
PARCEL	289A



SCALE
 1" = 200'
 DRW' N MDG 3/00
 CK' D



N

SEC.28, T13N, R3W
 COE TOWNSHIP
 ISABELLA COUNTY

CONTROL	3712G3
PARCEL	289A



SCALE
 1" = 200'
 DRW' N MDG 3/00
 CK' D

