

374-D318-4

EASEMENT

OTSEGO #60

THIS INDENTURE, Made this 16th day of April, 2001, between CONSUMERS ENERGY COMPANY (formerly known as Consumers Power Company), a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan 49201 (successor by merger to Consumers Power Company, a Maine corporation), Grantor, and WOLVERINE POWER SUPPLY COOPERATIVE, INC., a Michigan corporation, 10125 West Watergate Road, Cadillac, Michigan 49601, Grantee,

WITNESSETH:

Grantor, for and in consideration of the sum of \$44,000.00 to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents release and QUITCLAIM unto Grantee and to its successors and assigns, Forever, the easement and right for gas pipeline purposes on, over, under, along and across that certain strip of land situated in the Township of Hayes, County of Otsego, State of Michigan, known and described as follows:

A 10 foot wide strip of land located in Sections 1 and 12, T30N, R4W, being 5 feet on each side of the following described centerline: To find the place of beginning of this centerline description commence at the Northeast corner of said Section 12; thence N 89°39'20" W 1320.56 feet, along the North line of Section 12 to the East line of Consumers Energy Company property; thence S 00°03'05" E 43.00 feet, along said East line to the point of beginning of this centerline description; thence N 89°39'20" W 45.00 feet; thence N 00°03'55" W 43.00 feet; thence N 00°04'41" W 3293.87 feet; thence S 89°14'21" E 25.65 feet; thence N 50°27'54" E 25.06 feet to the East line of Consumers Energy Company property and the point of ending.

The easement hereby conveyed is for the sole and only purpose of locating, constructing and maintaining over, under and across said land a 6-inch gas pipeline. The route and course of said pipeline being described as follows:

To run in a Northerly and Southerly direction, said pipeline to be buried a minimum of 3 feet from the surface of the land, said distance to be measured from said surface to the top of the pipeline.

Also granting to Grantee the following temporary construction easements:

Temporary Easement #1: An additional 10 feet on each side of the above described 10 foot strip of land. Said temporary construction easement shall automatically terminate upon completion of the construction of said gas pipeline.

Temporary Easement #2: A temporary easement for a bore pit located on the North side of Van Tyle Road and more particularly described as follows:

A 35 foot by 55 foot parcel located in the Southeast 1/4 of Section 1, T30N, R4W described as commencing at the Southeast corner of said Section 1; thence N

89°39'20" W 1365.56 feet along the South line of said Section 1 and the centerline of Van Tyle Road; thence N 00°04'41" W 33 feet to the point of beginning; thence N 89°39'20" W 17.5 feet; thence N 00°04'41" W 55 feet; thence S 89°39'20" E 35 feet; thence S 00°04'41" E 55 feet; thence N 89°39'20" W 17.5 feet to the point of beginning.

Said temporary easement shall terminate upon completion of the boring activities of Grantee at said location.

Temporary Easement #3: A temporary easement for a bore pit located on the South side of Van Tyle Road and more particularly described as follows:

A 35 foot by 55 foot parcel located in the Northeast 1/4 of Section 12, T30N, R4W described as: commencing at the Northeast corner of said Section 12; thence N 89°39'20" W 1365.56 feet along the North line of said Section 12 and the centerline of Van Tyle Road; thence S 00°03'05" W 33 feet to the point of beginning; thence S 89°39'20" E 17.5 feet thence S 00°03'05" E 55 feet; thence N 89°39'20" W 35 feet; thence N 00°03'05" W 55 feet; thence S 89°39'20" E 17.5 feet to the point of beginning.

Said temporary easement shall terminate upon completion of the boring activities of Grantee at said location.

This easement is granted by Grantor and accepted by Grantee upon the following express terms, conditions, reservations and exceptions:

1. Grantor specifically reserves to itself, its successors and assigns, the right to construct and maintain over, upon, under and across the premises hereby conveyed, electric lines and/or electric control devices or lines as now or hereafter constructed for the purpose of transmitting, conducting and distributing electricity, provided such use so reserved shall not unreasonably interfere with the use of said premises for gas pipeline purposes. Grantor further reserves the right to trim, remove or otherwise control any trees or other forest products now or hereafter growing upon said premises which may interfere or threaten to interfere with Grantor's facilities now or hereafter located upon said premises.
2. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to commencing any excavation on Grantor's land, in accordance with Michigan Compiled Law 460.701 et seq.
3. Grantee shall not perform any work in connection with the gas pipeline, either with its original construction or the maintenance thereof, which shall in any way affect or interrupt the continuity of service of Grantor as now or hereafter provided by electric lines and/or electric control devices or lines.
4. Grantee shall use, maintain, and improve the gas pipeline at its sole expense, and Grantor shall incur no cost or expense as a result of Grantee's use, maintenance, or improvement of the water mains pursuant to this easement. If Grantor finds it necessary to change any towers, poles, pole structures, supports, electric lines, underground electric lines and conduits, or other structures now or hereafter located upon said parcels or upon the adjoining premises, in order to accommodate Grantee's use of said parcels, Grantees shall reimburse Grantor for its actual cost and expense incurred thereby.
5. Grantee shall, at its sole expense, protect towers, poles, pole structures, supports, underground electric lines and conduits or other structures as now or hereafter located upon said premises or upon adjoining premises by the erection and maintenance of barricades or other suitable means of protection as may be deemed to be required by the engineers of Grantor.

6. Construction equipment operated under Grantor's subtransmission or transmission lines shall maintain a minimum separation of 15 feet from any energized conductor. If MIOSHA requirements are more restrictive, MIOSHA standards shall apply. No equipment having the height potential to contact Grantor's subtransmission or transmission lines shall operate between Grantor's lines. Dump trucks shall not lift their beds under Grantor's electric lines. Grantor shall not be responsible for injuries or damages should its electric lines come down due to Grantee's activities upon said premises. Vehicles with antennas 12 feet above the ground shall not be allowed under Grantor's electric lines.

7. Cranes, shovels or other construction equipment that have the height potential of contacting Grantor's electric lines shall not be operated between Grantor's electric lines. Cranes or other excavation equipment shall be operated so that they do not swing toward Grantor's electric lines or structures.

8. Grantee shall not excavate or dig within 10 feet of Grantor's wood or steel poles without Grantor's prior consent. Grantee shall contact Grantor's Transmission Lines Engineering Department prior to any excavation within 10 feet of Grantor's wood or steel poles or where a guy enters the ground.

9. Grantee shall not excavate or dig within 15 feet of Grantor's towers without Grantor's prior consent. Grantee shall contact Grantor's Transmission Lines Engineering Department prior to any excavation within 15 feet of Grantor's tower legs or where a guy enters the ground.

10. All excavations made by Grantee shall be properly protected and filled and all backfill shall be firmly compacted. Such fill shall be compact enough to permit maintenance vehicles access to Grantor's structures. No fill shall be permanently placed under Grantor's electric lines without Grantor's prior written approval. No fill shall be placed within 20 feet of Grantor's structures. Pockets shall not be created around Grantor's structures where water can collect. Grantee shall leave said land in as good condition as before Grantee entered thereon and shall also employ erosion preventative measures and stabilize and seed with appropriate grass seed all areas disturbed by Grantee.

11. Grantee shall not locate any buildings, sheds, manholes or other facilities or structures on the easement premises, except as herein provided, nor shall Grantee cut or remove any trees from the easement premises.

12. Grantee shall, at its sole expense, construct and maintain permanent aboveground markers to identify the location and route of said gas pipeline along said land. Markers shall also be placed adjacent to each pole or tower.

13. Grantee shall provide for cathodic protection. Joint coating for bored sections should be epoxy coated. Heat shrink sleeves shall not be permitted. Test leads shall be installed at points where the gas pipeline and Grantor's electric lines diverge. Grantee shall conduct an annual inspection/survey of said system and provide Grantor with a copy of the annual inspection/survey including the structure to soil AC voltage. The included AC should be mitigated to less than 15 vac measured from structure to ground with a Cu-CuSo₄ half cell. Grantee shall ensure that the structure is properly grounded to handle fault currents. This system must pass AC current and block DC current so cathodic protection will not be bled off.

14. Grantee waives any claims they may have, now or in the future, against Grantor for damage done during maintenance of Grantor's electric lines or during the construction of new lines or resulting from the breaking or collapse of Grantor's electric lines.

15. Grantee shall, at all times during the exercise of the rights and the privileges hereby granted, assume all liability for and protect, indemnify, and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees, for injury to or death of any person and loss or damage to any person's property, including the parties hereto and their agents, contractors, subcontractors, and employees, arising in connection with or as a direct or indirect result of the use of Grantor's land or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall apply to each and every such injury, death, loss, or damage,

however caused, whether due, or claimed to be due, to Grantee's negligence, Grantor's negligence, the negligence of both the Grantor and Grantee, or the combined negligence of either or both of the parties hereto and any other person or persons, or otherwise; provided, however, that Grantee shall not be required to indemnify Grantor for such injury, death, loss, or damage caused by Grantor's sole negligence.

16. If Grantee's exercise of the rights granted in this Easement at any time results in the presence on or under Grantor's land (which includes but is not be limited to the groundwater underlying said land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee must, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency or political subdivision, and 2) all actions that are necessary to restore Grantor's land to the condition existing prior to the introduction of such contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee include, but are not limited to: a) the investigation of the environmental condition of Grantor's land, b) the preparation of any feasibility studies, reports, or remedial plans required by law or governmental policy, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's land. Grantee must proceed continuously and diligently with such investigatory and remedial actions. Grantee must promptly provide to Grantor, free of charges, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph may require or result in the imposition of any limitation or restriction on the use of Grantor's land, without Grantor's prior written approval and permission.

17. Grantee shall indemnify, defend, and hold Grantor, its officers, employees, agents, affiliates, and parent corporation, harmless from and against any and all losses, liabilities, claims, damages, payments, actions, recoveries, settlements, judgments, orders, costs, expenses, attorney fees, penalties, fines, encumbrances, and liens arising out of: A) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying said land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of Grantees' exercise of the rights herein granted; B) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or C) Grantee's failure to comply with the terms and conditions of this Easement.

18. In exercising the rights granted in this Easement, Grantee shall comply with applicable laws and regulations, including by way of illustration and not limitation, laws and regulations requiring wetland and soil erosion permits. Grantee is responsible for determining whether any such licenses or permits are required. Before entering or commencing any work on Grantor's land, Grantees shall provide a copy of any permits, licenses, and other authorizations obtained by Grantee to Grantor's Environmental Department, Attention: Jon Allan, at 1945 West Parnall Road, Jackson, Michigan 49201, phone number (517) 788-1723.

19. This easement is subject to any licenses, leases, easements, or other interest in the premises heretofore granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, including but not limited to a license granted to John and Theresa Copenhaver for lawn and gardening purposes dated October 23, 1997. Grantee shall secure consents and permits from such licensees, lessees, and owners of such outstanding interests.

20. After construction of the gas pipeline, if said easement and rights herein conveyed shall cease to be used by Grantee, its successors and assigns, for one year for the purposes hereinabove set forth, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns; and if Grantee shall not have constructed the gas pipeline within five years from and after the date hereof, then in such event, all right and interest hereby conveyed shall terminate and revert in Grantor, its successors and assigns.

21. Grantor reserves the right to revoke this Easement should Grantee, in Grantor's sole opinion, fail in any way to comply with any of the provisions set forth above.

22. The benefits herein shall accrue to and the obligations hereof shall bind the successors and assigns of the respective parties.

23. The acceptance of this instrument by Grantee shall be deemed an acceptance of the terms and conditions of this grant.

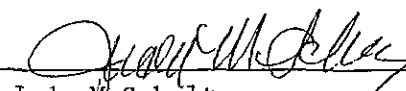
Where applicable, pronouns and relative words shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name and by its duly authorized representative as of the day and year first above written.

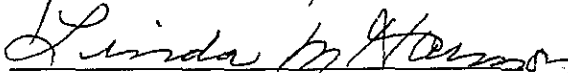
WITNESSES:

CONSUMERS ENERGY COMPANY


Loretta L Lester

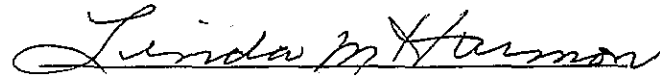
By 
Judy M Schultz
Real Estate and Facilities
Planning Manager

JMS


Linda M Harmon

APVD AS TO FORM
DAP

Acknowledged before me in Jackson County, Michigan, on April 16, 2001, by
Judy M Schultz, Real Estate and Facilities Planning Manager
of CONSUMERS ENERGY COMPANY, a Michigan corporation, for the corporation.


Linda M Harmon
Notary Public, Jackson County, Michigan
Acting in _____ County, Michigan
My Commission Expires November 26, 2003

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Prepared by:
David A. Pell
Consumers Energy Company
212 West Michigan Avenue
Jackson, Michigan 49201