

ATTACHMENT D - Flint-First

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916065261
SAP# 1053797397
Agreement# MI00000054082

FIRST PRESBYTERIAN CHURCH OF FLINT, a Michigan ecclesiastical corporation, whose address is 746 South Saginaw Street, Flint, Michigan 48502 (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 City of Flint, County of Genesee, 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.

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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: FIRST PRESBYTERIAN CHURCH OF FLINT, a Michigan ecclesiastical corporation

By: James B. Hugan
Its: Business Manager

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by James B. Hugan, Business Manager of First Presbyterian Church of Flint, a Michigan
Date
ecclesiastical corporation, on behalf of the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

PROPERTY OWNERS MAIL

SIGNED EASEMENT TO:

Noel Blazen #058-16
Consumers Energy Company
3201 Court Street
Flint MI 48506

Prepared By:
Nicole Corts 01/22/2021
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

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EXHIBIT A

Owner's Land

Land situated in the City of Flint, County of Genesee, State of Michigan:

Entire Block of 9, Village of Flint, being in the Northwest 1/4 of Section 18, Town 7 North, Range 5 East, according to the recorded plat thereof as recorded in Genesee County Records.

Also known as: 746 South Saginaw Street, Flint, Michigan 48502

Parcel ID: 41-18-157-017

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EXHIBIT B

Easement Area

An Easement area 25.00 feet by 40.00 feet.

