

EASEMENT FOR WATER MAIN

Oakland MI#3939

This Easement is granted as of COPY, 2011, by Consumers Energy Company (formerly known as Consumers Power Company), a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201, Grantor, to the City of Rochester Hills, a Michigan municipal corporation, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, Grantee.

Grantor, for and in consideration of the sum of \$2,500.00, does hereby release and QUIT-CLAIM to Grantee, its successors and assigns forever, an easement for an underground water main in Grantor's land in the City of Rochester Hills, Oakland County, Michigan (Sidwell No. 15-02-200-005) described as follows:

A 20-foot-wide strip of land in the Northeast 1/4 of Section 2, T3N, R11E, the centerline of which is described as follows: To find the point of beginning of said centerline, commence at the Northeast corner of Section 2 and run thence S 01° 57' E, along the East section line, 1574.33 feet to the Northeast corner of Clear Creek Sub. No. 4, according to the plat thereof recorded in Liber 293 of Plats, Page 28, Oakland County Records, also being a point on the Southwesterly line of Grantor's 165-foot-wide fee strip; thence N 52° 25' W 109.17 feet and N 52° 14' 00" W 653.00, along the Southeasterly line of Grantor's 165-foot-wide fee strip to the point of beginning of this centerline description; thence N 37° 46' E 165 feet to a point on the Northeasterly line of said 165-foot-wide fee strip and the point of ending of said centerline description.

During the initial construction of the water main, Grantee may use an additional 20 feet on each side of the 20-foot-wide easement strip.

This Easement is granted solely for the construction, operation, maintenance, repair, and replacement of an 8-inch diameter ductile iron water main across Grantor's fee strip. Grantor shall locate the water main at least 2.5 feet beneath Grantor's existing gas transmission pipelines located in Grantor's fee strip. The depth of the water main shall be maintained completely across Grantor's fee strip.

This Easement is given by Grantor subject to the following express conditions and reservations:

1. This easement is non-exclusive. Grantor reserves the right to use and allow others to use the easement strip in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement.

2. Construction and maintenance of Grantee's water main shall comply with the following conditions, limitations, and requirements:

a. Grantee shall contact the Utility Communications System (Miss Dig), phone number 811 or 800-482-7171, prior to performing any excavation in the easement strip, in accordance with Michigan Compiled Law 460.701 et seq.

b. Grantee shall submit final construction plans for Grantor's approval at least 30 days prior to

OK  
RPM  
11/7/14

commencing any work on Grantor's land. Plans should be provided to Consumers Energy's Gas Transmission Engineering Department, Attention: Tim Coppemoll, 1945 West Parnall Road, Jackson, MI 49201.

c. Prior to construction, Grantee shall contact Grantor's corrosion control engineers, at 517-788-1195, to discuss potential interference problems that may result in accelerated corrosion damage to Grantor's pipelines or Grantee's water main. Grantee shall comply with all reasonable requirements imposed by Grantor's corrosion engineers.

d. Heavy equipment shall not cross over Grantor's pipelines unless there is earth cover of a minimum of 5 feet or unless Grantee has installed (at Grantee's expense) protective bridging. Protective bridging shall be subject to Grantor's inspection and approval.

e. Grantee shall restore any property disturbed to its prior condition following work performed on Grantor's fee strip.

f. Grantee shall contact C.E. Browning at Grantor's St. Clair Office (586-716-3348) at least 5 days prior to performing any work on Grantor's fee strip, except in case of emergency, in which case Grantee shall notify Grantor of the commencement of such work as soon thereafter as possible.

g. Grantee shall perform all work on the easement strip in compliance with all federal, state, and local laws respecting such work, including but not limited to the acquisition of soil erosion and sedimentation control permits. Grantee is responsible for determining whether any such licenses or permits are required. Upon request, Grantee shall provide copies of all such permits to Grantor.

h. Grantee shall require all contractors and subcontractors who perform work on Grantor's land to maintain a policy of Commercial General Liability Insurance with a minimum combined bodily injury and property damage single limit of \$1 Million, naming Consumers Energy Company as an additional insured. Grantee shall also require all contractors and subcontractors who perform work on Grantor's land to indemnify, defend, and hold Grantor harmless from claims for injuries or damage to persons or property arising out of the exercise of the rights granted in this Easement.

3. Grantee shall not be required to incur any cost or expense as a result of the construction, operation, or maintenance of Grantee's water main.

4. Grantee accepts Grantor's land in its existing condition. Grantee agrees to indemnify, defend, and hold Grantor harmless from claims for injuries or damage to persons or property arising out of the exercise of the rights granted in this Easement.

5. If use of Grantor's land pursuant to this Easement at any time results in the presence on or under Grantor's land (including but not limited to the groundwater underlying the land) of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, 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 its preexisting condition, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies. The actions required by Grantee shall include, but not be 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 shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, 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 shall 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. In addition, Grantee shall indemnify, defend,

and hold Grantor harmless from and against any and all claims, liabilities, payments, penalties, fines, costs, expenses, and attorney fees arising out of: a) the presence on or beneath Grantor's land, including but not limited to the groundwater underlying the land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's land pursuant to this Easement; 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.

6. This easement is subject to any licenses, leases, easements, or other interests in the land 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, whether or not of record.

7. Grantee's acceptance of this Easement shall be deemed an acceptance of the terms and conditions of this grant.

8. The covenants and agreements set forth in this Easement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

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.

**Consumers Energy Company**

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

Its \_\_\_\_\_  
*COPY*  
*AK*

Acknowledged before me in Jackson County, Michigan, on \_\_\_\_\_, 2011, by \_\_\_\_\_, \_\_\_\_\_ of Consumers Energy Company, a Michigan corporation, for the corporation.

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

Jackson County, Michigan

My commission expires: \_\_\_\_\_

Prepared by:  
Deborah Ann Kile (P36689)  
Consumers Energy Company  
One Energy Plaza  
Jackson, Michigan 49201

Return recorded instrument to:  
Consumers Energy Company  
Business Services - Real Estate  
Attn: Loretta L. Lester, EP7-456  
One Energy Plaza  
Jackson, Michigan 49201