

EASEMENT FOR THE PROTECTION OF ELECTRIC FACILITIES

Peninsula Spur

SAP# 40833426

Agreement# MI00000068755

Tract# 24.00

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 Traverse City, County of Grand Traverse, and State of Michigan, as more particularly described in the attached Exhibit A, to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within a portion of Owner's Land (hereinafter "Maintenance Easement Area") described in the attached Exhibit C and to utilize the Maintenance Easement Area for the support of constructing, operating, maintaining, inspecting (including aerial patrol), surveying, replacing, reconstructing, improving, removing, relocating, changing the size of, enlarging, and protecting a line or lines of electric facilities, which electric facilities are or will be located on property adjacent to Owner's Land, and conducting such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity, and 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, or other vegetation within a portion of Owner's Land (hereinafter "Protection Easement Area") described in the attached Exhibit D, which Consumers, in its sole discretion, determines both are of a species capable of obtaining a height of 35 feet or taller and which may endanger Consumers' facilities.

Access: Consumers shall have the right of unimpeded ingress and egress on, over, and through the Maintenance Easement Area and the Protection Easement Area for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the interests and rights granted hereunder and for access to and from its facilities and easements located on neighboring lands, and Owner's activities and any rights Owner grants to any person or entity in the future, shall not, currently or prospectively, disturb, interfere, or limit any rights granted herein to Consumers or Consumers' ability to access its facilities.

Trees and Other Vegetation: Owner shall not plant any trees within the Maintenance Easement Area without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

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 within 20 feet on each side of the Reference Line as described in the attached Exhibit B, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

No Permanent Facilities: Notwithstanding anything to the contrary stated in this Easement for the Protection of Electric Facilities, Consumers agrees that it will not construct any permanent facilities on Owner's Land pursuant to the easement rights granted herein. Consumers may construct temporary facilities within the Maintenance Easement Area, including but not limited to, 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 useful or incidental to the exercise of Consumers' easement rights, with such temporary facilities to be removed upon completion of the work that required the installation of the temporary facilities.

Restoration: Consumers shall restore as reasonably as practical all that portion of Owner's Land damaged by Consumers during the course of its exercise of its easement rights to the condition existing immediately prior to the damage to Owner's Land; provided however, the provisions of this paragraph shall not apply to anything located within the Maintenance Easement Area and/or Protection Easement Area in violation of any provisions contained in this Easement for the Protection of Electric Facilities nor to anything removed, trimmed, cut down, or controlled pursuant to Consumers' easement rights.

Ground Elevation: Owner shall not materially alter the ground elevation within 20 feet on each side of the Reference Line as described in the attached Exhibit B without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of its easement rights shall not preclude Consumers' later use of its easement rights to their full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of Owner's Land, 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 for the Protection of Electric Facilities shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement for the Protection of Electric Facilities may be executed 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.

[Remainder of page intentionally left blank.]

Date: _____

Owner:

XXXX

Acknowledgment

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

on _____ by XXXX.
Date

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

Prepared By:
Sarah Allbee, 12/03/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Alicia Dolphin
Revised By:
Sarah Allbee, 02/20/2026

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

Date: _____

Owner:

John Andrew Hirth

Acknowledgment

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

on _____ by XXXX.
Date

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

Prepared By:
Sarah Allbee, 12/03/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
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EXHIBIT A

Owner's Land

Land situated in the City of Traverse City, County of Grand Traverse, State of Michigan, further described as:

A parcel of land in the Northwest 1/4 of Section 1, Town 27 North, Range 11 West, described as: Lot 11, Block 2, Orchard Heights, according to the plat thereof recorded in Liber 4 of Plats, Page 58, Grand Traverse County Records.

Parcel ID: 51-790-014-00

EXHIBIT B

Reference Line

Legal Description: Reference Line

Reference line located in Section 01, Town 27 North, Range 11 West, City of Traverse City, Grand Traverse County, Michigan more particularly described as follows: Commencing at the West one-quarter of Section 1, Town 27 North, Range 11 West, thence South $88^{\circ}33'23''$ East, 1327.50 feet, along the East-West one quarter line of said Section 1; thence North $01^{\circ}26'37''$ East, 1346.54 feet, more or less, to a point on the North line of Eastern Avenue and the Point of Beginning; thence North $01^{\circ}55'02''$ East, 1787.95 feet, more or less, to a point on the North line of said Section 1 and to the Point of Ending.

EXHIBIT C

Maintenance Easement Area

All that portion of Owner's Land, if any, that lies within 40 feet of the Reference Line described in Exhibit B.

EXHIBIT D

Protection Easement Area

All that portion of Owner's Land, if any, that lies within the two 40-foot-wide strips of land located on each side of and adjacent to the Maintenance Easement Area.