

Resolution #2016-56

A RESOLUTION TO APPROVE A CONSUMER'S ENERGY EASEMENT ACROSS CITY OF ALBION PROPERTY FOR THE 101 N. SUPERIOR STREET PROJECT

Purpose and Finding: The City of Albion has been requested to grant an easement to Consumer's Energy that will allow for electric facilities that will connect to the redevelopment project located at 101 N. Superior Street. This easement is located across the Albion City Hall property at 112 W. Cass Street, Albion, MI (parcel number: 51-000-640-00). The City of Albion is requested to grant a permanent easement for the sum of \$1.00. Given that this project will enhance the redevelopment of the City of Albion, it is recommended that the Agreement be approved.

Council Member French moved, supported by Council Member Krause, to approve the following resolution.

RESOLVED, that the City of Albion hereby approves the Easement with Consumer's Energy for the electric facilities as part of the 101 N. Superior Street project, for parcel number: 51-000-640-00, and hereby incorporates the terms and description of the Easement by reference.

BE IS FURTHER RESOLVED, that the City Manager is hereby authorized to sign the easement on behalf of the City.

Date: September 6, 2016

Ayes: 6

Nays: 0

Absent: 1 (Brown)

I certify that this resolution was adopted by the City Council of the City of Albion on September 6, 2016.



Jill Domingo
City Clerk

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1034119861
Design# 10681513
Agreement# MI00000022481

CITY OF ALBION, a Michigan municipal corporation, 112 West Cass St., Albion, Michigan 49224 (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 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 Albion, County of Calhoun, 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, under, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any wires, cables, conduits, 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 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; provided however, none of the facilities or improvements installed in connection with the use of the Easement Area shall be above ground.

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.

Work Activities: Except in case of emergency, Consumers shall use its best efforts not to impede ingress and egress to Owner's Land during construction and other activities on Owner's Land.

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: Except for three (3) flag poles, bell and support, foundation, steps, above ground ramp, sewer lift station and associated sanitary sewer lines, fuel tanks, sidewalk and any other City owned facilities that are in existence at the time of the execution of this easement, 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, or make any modifications of the aforementioned existing improvements without first consulting with Consumers and ensuring that any modification does not materially impair Consumers' access to, maintenance of, or use of said easement.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without the express authorization of Consumers, which may be withheld in Consumers' sole discretion, recorded in the register of deeds for the county in which Owner's Land is situated expressly allowing the aforementioned.

Restoration of Easement Area: Consumers shall grade and re-seed all disturbed lawn areas following completion of work on Owner's Land. Consumers shall not be responsible to repair pavement or other surface improvements, trees, or landscaping now or hereafter located in the Easement Area.

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

Indemnity: Consumers shall indemnify, defend, and hold Owner harmless from and against any liability for personal injuries or property damage to the extent proximately caused by Consumers' negligent acts or omissions in performing work within the Easement Area pursuant to this Easement.

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: CITY OF ALBION, a Michigan municipal corporation

By: Sheryl L. Mitchell
Its: City Manager

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by Sheryl L. Mitchell, City Manager of the City of Albion, a Michigan municipal
Date Print Owner's Name(s)
corporation, on behalf of the corporation

Notary Public

County, Michigan
Acting in _____ County
My Commission expires: _____

Notary Stamp (Place above line)

Prepared By: Michelle L. Reed
Consumers Energy Company
4100 W. M-76
West Branch, Michigan 48661

After recording, return to:
Carrie Main, EP7-471
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Tax Parcel No.: 51-000-640-00

Lots 1, 2, 3, and 4, Block 37, City of Albion, being part of the Northwest ¼ of Section 2, Town 3 South, Range 4 West, City of Albion, Calhoun County, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Page 40; EXCEPTING the East 13.72 feet.

Commonly known as: 112 W. Cass St., Albion, Michigan 49224

EXHIBIT B

Easement Area

A 10.00 foot-wide strip of land, being 5.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

