

## DISTRIBUTION EASEMENT

For good and valuable consideration, which is less than \$100, exempt under MCL 207.526(a) and MCL 207.505(a), receipt of which is hereby acknowledged,

Negaunee Lake Association  
338 Negaunee Lake Drive  
Ewart, MI 49631

(Grantor) hereby grants to DTE Gas Company, a Michigan Corporation (Grantee), with its principal office at One Energy Plaza, Detroit, Michigan 48226, its successors and assigns, an easement to construct, test, reconstruct, renew, operate, maintain, inspect, alter, repair and remove a pipeline or pipelines for the transportation of gas, oil or other substances which can be transported through a pipeline or pipelines, and such mains, service laterals, drips, valves, regulators, fittings, meters and other equipment and appurtenances as may be necessary or convenient for its operations (collectively, "Grantee's Facilities"), over and through the following described real estate in the Township of Ewart, Osceola County, State of Michigan, to wit:

**REAL ESTATE DESCRIPTION:** Negaunee Lake Subdivision No.1 as recorded in Liber 3 of Plats, Pages 13 and 14, Osceola County records. **AND** Negaunee Lake Subdivision No.2 as recorded in Liber 3 of Plats, Page 32, Osceola County records. **AND** Negaunee Lake Subdivision No.3 as recorded in Liber 4 of Plats, Pages 1 and 2, Osceola County records. **AND** Negaunee Lake Subdivision No.4 as recorded in Liber 5 of Plats, Pages 2- 3- 4, Osceola County records.

**EASEMENT DESCRIPTION:** A 10-foot-wide easement centered on the pipeline as constructed over, under, through and along the existing roads within said Plats, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary for the convenient enjoyment of the privileges herein granted. The location of the easement and construction of the pipeline shall not interfere with existing utilities located within the existing roads.

### **THE PARTIES FURTHER AGREE THAT:**

**Structures and Trees:** No buildings or other structures shall be erected or placed, and no trees shall be planted, on or in the above-described easement without the written consent of the Grantee. Additionally, Grantee may remove any vegetation, buildings, or structures placed within the above-described easement that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's Facilities.

**Additional Work Space:** Additional workspace within the existing roads, contiguous to and within 10-feet of the easement may be used temporarily during construction, maintenance or removal of the pipeline or pipelines installed hereunder.

**Ground Elevation:** Grantee shall initially bury said pipeline or pipelines at a minimum depth of 24-inches. Grantor shall not materially alter the ground elevation within the above-described easement without a prior written agreement executed by Grantee allowing said alteration.

**Damages/Restoration:** Grantee shall pay reasonable damages to improvements occasioned by said installation or by any of its subsequent operations under this easement or shall replace the damaged area to its original condition as reasonably practical. Grantee shall replace in good workmanlike manner all tile cut in the construction of the pipeline or pipelines.

**Assignment/Successors:** Grantee's rights herein granted may be assigned in whole or in part. This easement runs with the land, and all rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors, and assigns of the parties hereto.

**Ownership:** Grantor covenants that 1) the existing roads are private and dedicated to owners of lots within the four Negaunee Lake Plats and the right and authority to make this grant is pursuant to Grantor's Articles and Bylaws; and 2) the Grantor is a Michigan nonprofit corporation organized to promote the social and physical environment of Negaunee Lake.

**Exercise of Easement:** Grantee's nonuse or limited use of this easement shall not preclude Grantee's later use of this easement to its full extent.

**Indemnity:** Grantee shall indemnify, defend, and hold Grantor harmless from and against all claims and liabilities for injury to persons or property, including without limitation, reasonable attorney's fees expended in defending against any such claims, to the extent caused by Grantee's willful or negligent acts or omissions in exercising the rights granted in this Easement.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

It is understood that the person securing this easement is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Mark Emmert, President Negaunee Lake Association, a Michigan nonprofit corporation

**ACKNOWLEDGMENT**

**STATE OF MICHIGAN**

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Mark Emmert, President of the Negaunee Lake Association.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

Prepared by and return to: Jason Caverson  
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