



## City Council Agenda Item Report

**FROM:** Ryan Cummins, City Manager

**MEETING DATE:** May 18, 2026

**SUBJECT:** Consumers Energy Easement Request – Perryman Street/Oval Beach Area

### **DESCRIPTION:**

Consumers Energy has requested that the City grant a permanent non-exclusive easement for electric facilities on City-owned property generally located near Perryman Street and Oval Beach. Consumers advised they wish to bury existing electrical lines and related infrastructure in the area. The easement would allow Consumers to construct, operate, maintain, inspect, repair, replace, relocate, and improve electric infrastructure within a defined easement area.

The easement area is generally described as a 12-foot-wide strip extending six feet on either side of the electric facilities, excluding portions within public right-of-way utilized by Consumers.

### **Staff and Legal Review**

While burying the existing electrical infrastructure has benefits (less outages, potentially less tree trimming in the future, aesthetics), staff raised some concerns about the original easement language that Consumers proposed. Staff and legal counsel prepared revisions to the proposed easement agreement (first redline version in your packet) intended to better protect the City's interests related to restoration, trees and vegetation, future public infrastructure improvements, permitting, and ongoing use of the property. Consumers reviewed and sent back a revised version.

I have concerns that the revised Consumers version would still prohibit planting of trees. While this may not be of immediate concern, the tree canopy in this area is important to the dune system and provides a natural experience when entering and leaving Oval Beach. Existing trees will eventually die and if new trees cannot be planted, this could change the look and feel of this area. Concerns also remain with the buildings/structures language.

### Council Feedback Requested

Staff seeks Council feedback on whether you are open to an easement at all. If you are, we seek further feedback on whether you are comfortable with the latest version from Consumers or if you prefer the City's original redline version.

### Summary

Below is a summary comparison of several key provisions between the City redline version and the Consumers revised version.

| Issue                                                 | City Redline                                                                                                                                                                                      | Consumers Revised Version                                                                                                                                                                                                       |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Nature of easement</b>                             | Adds that the easement is "non-exclusive."                                                                                                                                                        | Includes "permanent non-exclusive easement."                                                                                                                                                                                    |
| <b>Additional lateral lines outside Easement Area</b> | Deletes Consumers' language allowing additional lines outside the Easement Area to the south and west edges of Owner's Land, which would automatically create additional 12-foot easement strips. | That broad lateral-line language is not included in Consumers' PDF.                                                                                                                                                             |
| <b>Minimizing damage in Easement Area</b>             | Adds that Consumers' work in the Easement Area must, to the fullest extent possible, minimize interference with and damage to City infrastructure, improvements, trees, and vegetation.           | Consumers version does not appear to include this exact City-added language in the main grant paragraph.                                                                                                                        |
| <b>Restoration standard — Easement Area</b>           | Requires Consumers, at its sole expense, to restore the Easement Area to "as good a condition as when the work commenced."                                                                        | Adds a separate Restoration paragraph requiring restoration to a condition that is "reasonably practicable" for portions damaged by Consumers, but excludes anything located in the Easement Area in violation of the easement. |
| <b>Temporary additional work space</b>                | Adds that work in temporary workspace must minimize damage to trees, brush, roots, and vegetation, and Consumers must restore the workspace to as good a condition as when work commenced.        | Consumers version keeps temporary workspace rights but does not appear to include the City's stronger minimization/restoration language there.                                                                                  |
| <b>Access rights</b>                                  | Same broad access language remains: unimpaired access and ingress/egress over Owner's Land for purposes necessary, convenient, or incidental to easement rights.                                  | Same.                                                                                                                                                                                                                           |
| <b>Tree planting restriction</b>                      | Deletes "Owner shall not plant any trees within the Easement Area."                                                                                                                               | Consumers version keeps: Owner shall not plant any trees within the Easement Area.                                                                                                                                              |

|                                                   |                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tree trimming/removal within Easement Area</b> | Limits Consumers' right to trimming/removal only to what is strictly necessary to maintain or repair infrastructure and subject to necessary licenses/permits/authorizations. Requires 14 days' advance written notice before tree removal or major trimming and good-faith cooperation to resolve City objections.                 | Includes the "strictly necessary" limitation, permit/authorization concept, and 14-day notice/good-faith cooperation, but adds "with the exception of emergencies."                                                                                                                                             |
| <b>Trees/vegetation outside Easement Area</b>     | Deletes Consumers' right to remove/control trees or vegetation outside the Easement Area that could fall into/onto facilities.                                                                                                                                                                                                      | Consumers version does not include that outside-Easement vegetation removal language.                                                                                                                                                                                                                           |
| <b>Permitting and compliance</b>                  | Adds a stronger clause requiring Consumers to comply with applicable local, state, federal, regulatory, safety, and environmental laws/rules; obtain and maintain permits at its expense; name itself as applicant/responsible party; and provide copies to the City upon request.                                                  | Includes a shorter Compliance clause requiring compliance with applicable laws/rules/orders, but Consumers expressly reserves the right to contest applicability. It does not appear to include the City's more specific permit/applicant/responsible-party language.                                           |
| <b>Buildings / structures / improvements</b>      | Rewrites the prohibition to reserve the City's right to construct, install, maintain, improve, repair, and replace public buildings, structures, improvements, or infrastructure, provided they do not unreasonably interfere with Consumers' rights. Requires 14 days' notice before excavation-related work in the Easement Area. | Keeps Consumers' broad prohibition on any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation, or other structure over/under/on the Easement Area without written agreement from Consumers' Real Estate Department. |
| <b>Relocation due to City public improvements</b> | Adds that if the City lawfully changes grade or constructs/replaces public buildings, structures, improvements, or infrastructure and Consumers facilities conflict, Consumers must relocate at its own expense upon reasonable notice.                                                                                             | Not included.                                                                                                                                                                                                                                                                                                   |
| <b>Existing improvements in Easement Area</b>     | Adds that nothing requires the City to remove or relocate existing buildings, structures, improvements, or infrastructure currently located within the Easement Area.                                                                                                                                                               | Not included.                                                                                                                                                                                                                                                                                                   |
| <b>Ground elevation</b>                           | Same restriction: City may not materially alter ground elevation within the Easement Area without prior written agreement from Consumers Real Estate Department.                                                                                                                                                                    | Same.                                                                                                                                                                                                                                                                                                           |
| <b>Exhibit B / Easement Area</b>                  | 12-foot strip, 6 feet on each side of facilities, and City adds exclusion for sections within public right-of-way used by Consumers.                                                                                                                                                                                                | Consumers version includes the public right-of-way exclusion. Pages 5–6 show the 12-foot easement route on the attached drawings.                                                                                                                                                                               |
| <b>Restoration carve-out</b>                      | City version does not include Consumers' "violation of easement" restoration carve-out in the same way.                                                                                                                                                                                                                             | Consumers version says restoration does not apply to anything located within the Easement Area in violation of the easement.                                                                                                                                                                                    |

**LEGAL REVIEW:**

Legal has reviewed and drafted redline changed. Legal will be at your meeting for any questions.

**SAMPLE MOTION:**

TBD

## **EASEMENT FOR ELECTRIC FACILITIES**

SAP# 1049276468  
Design# 11804741  
Agreement# MIO0000091195

CITY OF SAUGATUCK, a Michigan municipal corporation, whose address is PO Box 86, Saugatuck, Michigan 49453 (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 non-exclusive easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Saugatuck, County of Allegan, 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. All work performed by Consumers in the Easement Area shall, to the fullest extent possible, be done in a manner that minimizes interference with, and damage to, the Owner's infrastructure, improvements, and any trees and vegetation in the Easement Area. Consumers, at their sole expense, shall restore the Easement Area to as good a condition as when the work commenced.

**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. All work performed by Consumers in the additional work space shall, to the fullest extent possible, be done in a manner that minimizes damage to trees, brush, roots, and other vegetation. Consumers, at their sole expense, shall restore the additional work space to as good a condition as when the work commenced.

**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:** 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, but only to the extent strictly necessary to maintain or repair its infrastructure and subject to all necessary government licenses, permits or other authorizations. Consumers shall provide the City with at least fourteen (14) days' advance written notice prior to cutting down any trees or conducting major tree trimming, and shall cooperate in good faith with the City to resolve objections from the City regarding the necessity of such work.

**Permitting and Compliance:** In its exercise of the rights granted herein, Consumers shall comply with all applicable local, state, federal, regulatory, safety and environmental, laws, ordinances, rules and regulations. Consumers is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Consumer's sole expense obtain and maintain such licenses, permits and other authorizations that may be required. Consumers shall name itself as the applicant and

responsible party for any such licenses, permits or other authorizations. Upon request, Consumers shall provide copies of any such licenses, permits and other authorizations to Owner.

**Buildings/Structures:** Owner reserves the right to construct, install, maintain, improve, repair, and replace any buildings, structures, improvements or other infrastructure, over, under, or on said Easement Area, provided that any such construction, installation, maintenance, repair, or replacement does not unreasonably interfere with Consumer's rights of access, operation, maintenance, repair, improvement or use of the line or lines of electric facilities. Owner shall provide Consumers with fourteen days' (14) written notice prior to any construction, installation, maintenance, improvement, repair or replacement that requires excavation within the Easement Area, including planting trees. If the Owner lawfully elects to alter or change the grade of any highway, street, alley, or other public place, or construct or replace any public buildings, structures, improvements or other infrastructure, and Consumers' electric lines or other appurtenances must be relocated due to a conflict with the alteration, change, construction or replacement, Consumers shall, upon reasonable notice from the Owner, relocate electric lines and other appurtenances at its own expense. Nothing in this Section shall be construed to require Owner to remove or relocate any buildings, structures, improvements or other infrastructure that are currently located within the Easement Area.

**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.

**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: CITY OF SAUGATUCK, a Michigan municipal corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: Mayor

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Print Name

Its: Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_,

on \_\_\_\_\_ by \_\_\_\_\_ of

Date

Name

Title

City of Saugatuck, a Michigan municipal corporation, on behalf of the corporation.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, \_\_\_\_\_

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

PROPERTY OWNERS MAIL  
SIGNED EASEMENT TO:

REGISTER OF DEEDS OFFICE USE  
ONLY

Justin Bardin – Real Estate  
Consumers Energy Company  
3030 M-40  
Hamilton, MI 49419  
ROW Manager: Adam Hillman

Prepared By:  
Mara Armstrong, 2/2/2026  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

Return recorded instrument to:  
Carrie J. Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Saugatuck, County of Allegan, State of Michigan:

A parcel of land in the Northeast 1/4 of Section 8, Town 3 North, Range 16 West, described as Government Lot 1 also the North 400.00 feet of Government Lot 2.

Also known as: 690 Perryman Street, Saugatuck, Michigan 49453

Parcel ID: 57-008-001-00

And

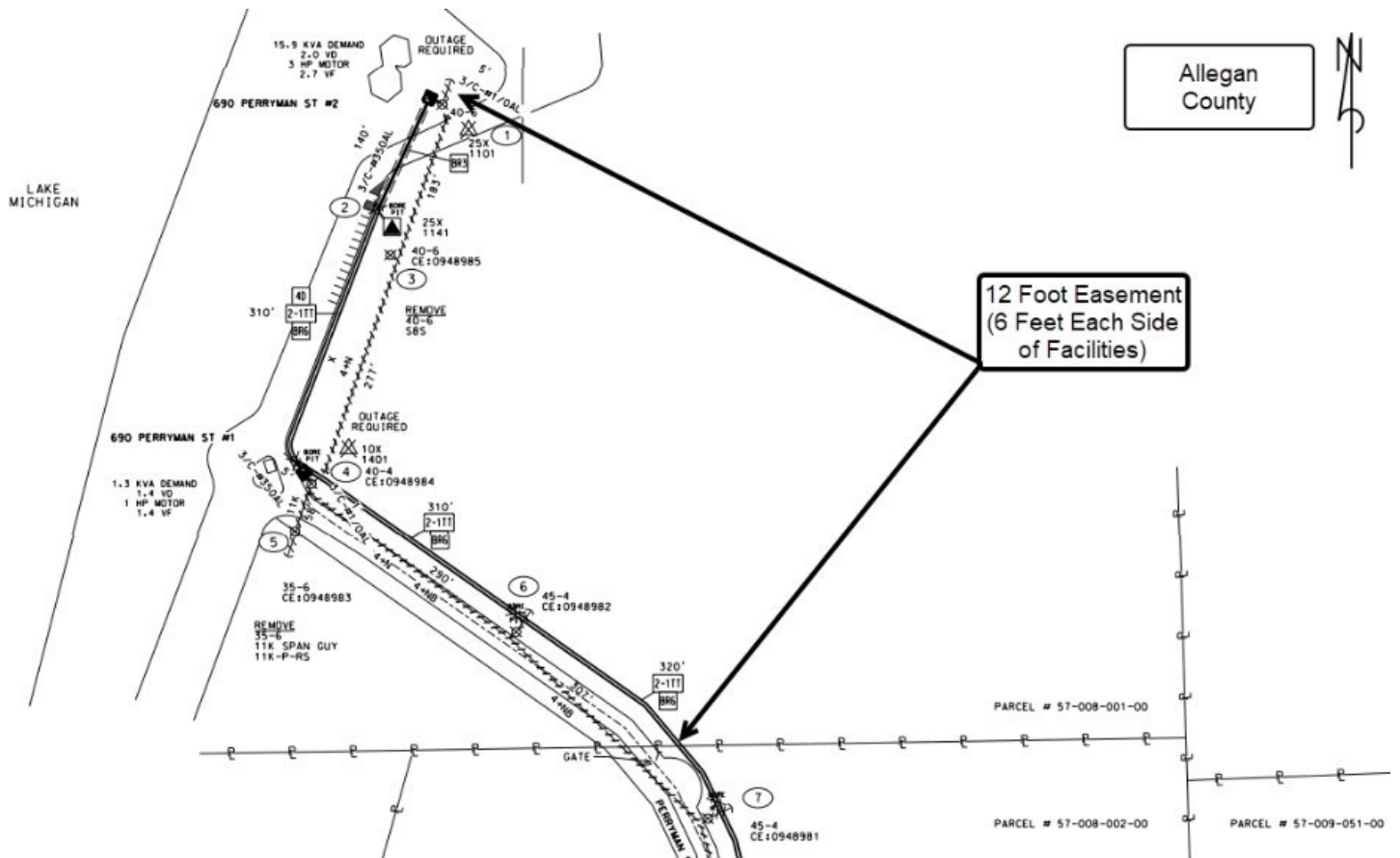
A parcel of land in the Northwest 1/4 of Section 9 and the Northeast 1/4 of Section 8 all in Town 3 North, Range 16 West described as:

Part of Section 8 and Section 9, Town 3 North, Range 16 West, City of Saugatuck, Allegan County, Michigan, described as: Commencing at the East 1/4 corner of said Section 8; thence N00°43'40"E 313.55 feet along the East line of the Northeast 1/4 of said Section 8 to the Point of Beginning; thence Northwesterly 105.64 feet along a 245.00 feet radius curve to the right, the chord of which bears N54°15'12"W 104.82 feet; thence Northwesterly 199.42 feet along a 326.00 feet radius curve to the left, the chord of which bears N51°53'00"W 196.33 feet; thence Northwesterly 228.95 feet along a 464.00 feet radius curve to the right, the chord of which bears N66°35'10"W 226.64 feet; thence Northwesterly 48.87 feet along a 134.00 feet radius curve to the right, the chord of which bears N36°20'37"W 48.60 feet; thence Northwesterly 79.92 feet along a 824.86 feet radius curve to the right, the chord of which bears N13°59'53"W 79.89 feet; thence N10°26'40"W 58.79 feet; thence Northwesterly 184.26 feet along a 371.17 feet radius curve to the left, the chord of which bears N20°34'30"W 182.37 feet (the previous 7 courses being along the North right-of-way line of Perryman Street); thence S89°07'21"E 579.00 feet along the South line of the North 400 feet of the South 1/2 of the Northeast fractional 1/4 of said Section 8; thence S01°18'53"W 40.93 feet; thence S89°21'46"E 1125.00 feet along the North line of the South 2/3 of Government Lot 3 of said Section 9; thence S00°04'20"E 519.49 feet along the West line of Park Addition to the Village of Saugatuck as recorded in Liber 2 of Plats on Page 40; thence S89°51'13"W 51.65 feet; thence Southwesterly 130.77 feet along a 304.50 feet radius curve to the left, the chord of which bears S76°21'12"W 129.77 feet; thence S67°08'59"W 68.36 feet; thence Southwesterly 149.32 feet along a 459.00 feet radius curve to the right, the chord of which bears S76°13'05"W 148.66 feet; thence S89°45'36"W 301.44 feet; thence Northwesterly 191.52 feet along a 984.00 feet radius curve to the right, the chord of which bears N85°56'36"W 191.22 feet; thence N82°11'13"W 181.57 feet; thence N77°55'01"W 55.23 feet; thence Northwesterly 23.52 feet along a 245.00 feet radius curve to the right, the chord of which bears N69°21'12"W 23.51 feet (previous 9 courses being along the Northerly right-of-way line of Perryman Street) to the Point of Beginning. Contains approximately 20.65 acres.

Also known as: Perryman Street and 543 & 631 Perryman Street, Saugatuck, Michigan 49453

Parcel ID: 57-009-051-00 and 57-008-002-00

Easement Area[illegible]

EXHIBIT B- Continued

## **EASEMENT FOR ELECTRIC FACILITIES**

SAP# 1049276468  
Design# 11804741  
Agreement# MI00000091195

CITY OF SAUGATUCK, a Michigan municipal corporation, whose address is PO Box 86, Saugatuck, Michigan 49453 (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 non-exclusive easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Saugatuck, County of Allegan, 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, but only to the extent strictly necessary to maintain or repair its infrastructure and subject to all necessary government licenses, permits or other authorizations. With the exception of emergencies Consumers shall provide the City with at least fourteen (14) days' advance written notice prior to cutting down any trees or conducting major tree trimming, and shall cooperate in good faith with the City to resolve objections from the City regarding the necessity of such work.

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.

Restoration: Consumers shall restore to a condition that is reasonably practicable all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, or removal of Consumers' facilities on Owner's Land pursuant to this Easement; provided however, the provisions of this paragraph shall not apply to anything located within the Easement Area in violation of any other provisions contained in this Easement.

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.

Compliance: Consumers agrees that its use of the Easement Area will comply with any applicable federal, state, or local statutes, regulations or ordinances or any applicable rules, regulations, or orders issued by any federal, state, or local agency or commission. Consumers expressly reserves the right to contest the applicability of any federal, state, or local statutes, regulations or ordinances or any rules, regulations, or orders issued by any federal, state, or local agency or commission.

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 SAUGATUCK, a Michigan municipal corporation

\_\_\_\_\_  
Signature

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

Print Name

It's: \_\_\_\_\_

Print Title

\_\_\_\_\_  
Signature

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

Print Name

Its: \_\_\_\_\_

Print Title

Acknowledgment

The foregoing instrument was acknowledged before me in \_\_\_\_\_ County, \_\_\_\_\_

on \_\_\_\_\_ by \_\_\_\_\_ of  
Date Name Title

City of Saugatuck, a Michigan municipal corporation, on behalf of the corporation.

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
County, \_\_\_\_\_

Acting in \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

**PROPERTY OWNERS MAIL**

**SIGNED EASEMENT TO:**

Justin Bardin – Real Estate  
Consumers Energy Company  
3030 M-40  
Hamilton, MI 49419  
ROW Manager: Adam Hillman

**Prepared By:**

Mara Armstrong, 2/2/2026  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE**

**ONLY**

Return recorded instrument to:  
Carrie J. Main, EP7-464  
Consumers Energy Company  
One Energy Plaza  
Jackson, MI 49201

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Also known as: 690 Perryman Street, Saugatuck, Michigan 49453

Parcel ID: 57-008-001-00

And

A parcel of land in the Northwest 1/4 of Section 9 and the Northeast 1/4 of Section 8 all in Town 3 North, Range 16 West described as:

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Also known as: Perryman Street and 543 & 631 Perryman Street, Saugatuck, Michigan 49453

Parcel ID: 57-009-051-00 and 57-008-002-00

Easement Area.

EXHIBIT B- Continued

