



Notification No. \_\_\_\_\_

### CENTRAL POINT DISTRIBUTION POLE LICENSE AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, between CONSUMERS ENERGY COMPANY, a corporation having its principal office at Jackson, Michigan, hereinafter called the Company, as first party, and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Licensee, as second party.

WITNESSETH:

In consideration of the terms hereof, the Company hereby grants to the Licensee the right and privilege of attaching to the certain Central Point Distribution Pole of the Company, the location of which is shown on the sketch on Page 2 hereof and made a part hereof, the certain electrical equipment and wires owned by the Licensee; consisting of one or more of the following: Flood Light, Weatherproof Deadfront Service Switch, Vertical Service Conductors consisting of conductors in conduit or electrical metallic tubing, from point of connection to Company's service wires or transformer secondary terminals to the meter and from the service switch to a point of connection to service drop wires to Licensee's buildings or structures and Service Drop Wires from the pole to said buildings or structures, including Switch Wires, necessary supports, and any grounding facilities, which said equipment and wires may be attached to and maintained by the Licensee on the pole above referred to. No pole steps, radio aerial, or other attachment not herein specifically enumerated shall be placed on said pole by Licensee. The Licensee agrees that no buildings or other structures will be placed under the Company's wires extending to or from said pole without the written consent of the Company.

It is expressly agreed that in making the Licensee's said attachments and maintaining the same under the terms hereof, Licensee shall comply with all local and state wiring codes and with the rules and requirements of the Michigan Public Service Commission as the same shall from time to time be in force and effect. Said pole shall be maintained by the Company, and the attachments and other property of the Licensee shall be solely maintained by Licensee; the Company, however, reserving the right to designate the particular locations at which the attachments of the Licensee shall be made.

The Licensee assumes all risk of damage to its property attached hereunder or connected therewith, whether caused by the wires and other apparatus and property of the Company or by some other cause; and the Licensee also agrees to indemnify and save the Company harmless from all claims, demands, rights of action or expense for injury or damage to persons or property arising on account or out of the exercise of the privilege and permission hereby granted, and during the duration of this license.

The grant of the privilege hereby made is gratuitous on the part of the Company, and constitutes the consideration for the Licensee indemnifying the Company against loss or damage arising as aforesaid. Said privilege may be terminated upon thirty (30) days' notice given by the Company or its authorized representative, and upon receipt of said notice, or in case the Licensee shall desire to discontinue the exercise of the privilege hereby granted, the Licensee shall forthwith remove its wires and attachments from the Company's pole.

IN WITNESS WHEREOF, said parties have caused this instrument to be executed, in duplicate, as of the day and year first aforesaid.

CONSUMERS ENERGY COMPANY

By: \_\_\_\_\_  
(Signature)

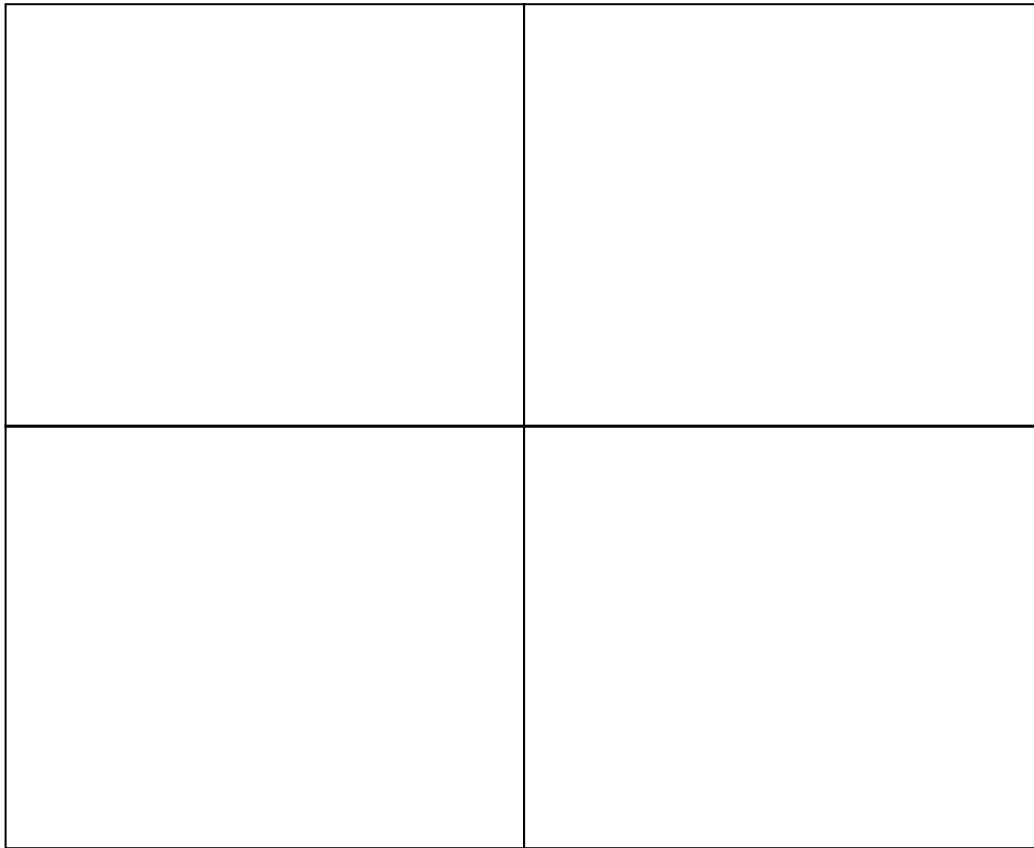
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Sec \_\_\_\_\_

Twp \_\_\_\_\_ T \_\_\_\_\_ R \_\_\_\_\_

County \_\_\_\_\_

X indicates location of Central Point Distribution Pole.

If occupancy of this pole has been covered by previous Central Point Distribution Pole License Agreement, please indicate the number of such previous agreement in the following space. No. \_\_\_\_\_

This form to be prepared in triplicate and executed in duplicate.  
Original to be sent by the Work Headquarters to Land and Right of Way Department at Jackson.  
Duplicate to be given to Licensee.  
Triplicate to be kept in the Work Headquarters file.