

13

TITLE DATA

MICHIGAN STATE

Isabella COUNTY

Village of Shepherd TOWNSHIP

CONSUMERS ENERGY CO.

Sonoco Products Company

NAME OF GRANTOR: Easement; DATE OF INST: 2-17-00; DATE OF RECORD: 3-28-00; LIBER: 978; PAGE: 230

MUNICIPALITY: 8; SECTION: 13N; TOWN: 3W; RANGE: TRACT 870-D6-26

PLAT OR AREA

MAP

ALMA-SUMMERTON LINE

(Line segment 6af)

LIBER 978 PAGE 230

TRACT # 870-D6-26

200000002473 Filed for Record in ISABELLA COUNTY, MI SHARON A BROWN On 03-28-2000 At 12:51:21 pm. EASEMENT 11.00 Liber 978 Page 230 - 231

LIBER 978 PAGE 231

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 205.526(f).

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this 17th day of February 2000.

WITNESSES:

SONOCO PRODUCTS COMPANY

John R. Alexander, Kerry Parker

C. W. Coker, Jr., V. P. Corporate Procurement & Logistics

EASEMENT FOR ELECTRIC LINE

Form 321 31-008-00-096

File #4143

Sonoco Products Company, A South Carolina Corporation, One North Second Street, Hartsville, South Carolina 29550

Grantor, for good and valuable consideration to him paid by CONSUMERS ENERGY COMPANY, a Michigan corporation, 212 West Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys to Grantee, its successors and assigns, Forever, the easement and right to enter upon the land hereinafter described and to construct, operate, maintain, repair, inspect, replace, improve, enlarge and remove electric transmission and distribution facilities consisting of wires, cables, conductors, braces, guys, anchors, transformers and other fixtures and appurtenances, and lateral lines where hereinafter indicated, in, over and across said land, including all public highways upon or adjacent to said land, which land is in the Village of Shepherd, County of Isabella and State of Michigan, and described as:

A parcel of land in the Southeast 1/4 of Section 8, Township 13 North, Range 3 West described as follows: Commencing at the South 1/4 corner of said Section 8; run thence North 1047 feet; run thence East 33 feet to the point of beginning of this description; run thence North 514.31 feet; run thence East 11 feet; run thence South 514.31 feet; run thence West 11 feet to the point of beginning.

And, the West 30 feet of the following described parcel of land in the Southeast 1/4 of Section 8, Township 13 North, Range 3 West: Commencing at the South 1/4 corner of said Section 8; run thence North 1980 feet; run thence East 33 feet to the point of beginning of this description; run thence East 660 feet; run thence South 412.5 feet; run thence West 660 feet; run thence North 412.5 feet to the point of beginning.

Grantee will not locate poles on Grantor's property, but wires, cables and other facilities located on Grantee's poles set on the adjoining property may overhang Grantor's property.

The line of poles upon which Grantee's said wires, cables and other facilities are located is to be located on a center line described as follows:

In a Northerly and Southerly direction not more than 25 feet Easterly of the center line of the main track of the Tuscola and Saginaw Bay Railway right of way. Grantor has no responsibility regarding any rights of Grantee to locate its poles on said adjoining railroad property.

Also conveying the right, from time to time and at no additional cost to Grantee, to cut, trim, remove, destroy or otherwise control any trees and brush which may, in the opinion of the Grantee, interfere or threaten to interfere with or be hazardous to said facilities. Grantor agrees that no buildings or other structures will be placed under or over said facilities or within such proximity thereto as to interfere with or, in the opinion of Grantee, threaten to interfere with the construction, operation or maintenance of said facilities. Guy wires and anchors may be placed at such locations on and under the land described above as may be required. Notwithstanding the above, Grantor shall have the right to continue to use, repair and maintain its railway track spur, and the guy wires and anchors installed by Grantee shall not interfere with such spur or the reasonable use thereof. Additional wires, cables and conductors may be installed on said line of poles at any time hereafter. Nonuse or a limited use of this easement by Grantee shall not prevent Grantor from later making use of the easement to the full extent herein authorized.

(CORPORATE ACKNOWLEDGEMENT)

STATE OF South Carolina ) COUNTY OF Darlington ) SS.

The foregoing instrument was acknowledged before me this 17th day of February 2000, by Selvia M. Wint, C W Coker, Jr. of Sonoco Products Company, a South Carolina corporation, on behalf of the corporation. Vice President Corporate Procurement & Logistics



Selvia M. Wint, Notary Public, Darlington County, South Carolina, My Commission Expires 10/31/2001

Return to: Consumers Energy Company, Real Estate and Right of Way Dept., Attn: Nancy P. Fisher, P21-411, 1945 West Parnall Road, Jackson, MI 49201

Prepared By: Nancy P Fisher 1/27/2000, Consumers Energy Company, 1945 West Parnall Road, Jackson, MI 49201