

TITLE DATA

Charles D. Purtil & wife, Jean M.

NAME OF GRANTOR

Easement 6/8/72 7/12/72 1365 1601

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

BULLOCK-SUMMERTON (FORMERLY BULLOCK-MT. PLEASANT)(Line 6i) Parcel #105a

Form 314 7-70

LIBER 365 PAGE 601

file # 2664 EASEMENT

ACCOUNT NO. W.O. #5613

MICHIGAN STATE

Isabella COUNTY

Chippewa TOWNSHIP

28

T 14 N R 3 W

MUNICIPALITY

SECTION

TOWN

RANGE

PLAT OR AREA

BALANCE

TRANSFERS

AMOUNT

METC Assignment of Easements Supplement #4 Dated 10-2-06 Recorded in Liber , Page

ITEMS OF COST

JOURNAL ENTRY

DATE

Charles D. Purtil and Jean M. Purtil, his wife, Route #3, Shepherd, Michigan Grantor, in consideration of One and no/100 Dollars (\$ 1.00 ) to him paid by CONSUMERS POWER COMPANY, a Michigan corporation, 212 W. Michigan Avenue, Jackson, Michigan, Grantee, receipt of which is hereby acknowledged, Conveys and Warrants to Grantee, its successors and assigns, Forever, the easement and right to erect, lay and maintain lines consisting of towers, pole structures, poles, or any combination of same, wires, cables, conduits, crossarms and other fixtures and appurtenances for the purpose of transmitting and distributing electricity and electric control circuits and devices on, over, under and across the following described land, including all public highways upon or adjacent to said land, which land is situate in the Township of Chippewa, County of Isabella, and State of Michigan, to-wit:

The Northwest 1/4 of the Southeast 1/4 of Section 28, Township 14 North, Range 3 West.

The center line of said line of towers, pole structures, poles, wires, cables and conduits, on, over, under and across said land being described as:

Beginning on the North and South 1/4 line of Section 28, T14N, R3W, at a point not more than 96 ft. South of the East and West 1/4 line of said Section, running thence E'ly to Consumers Power Company's existing electric transmission line, at a point not more than 1060 ft. nor less than 1030 ft. East of the North and South 1/4 line of said Section, at a point not more than 36 ft. South of the East and West 1/4 line of said Section.

Also conveying the full right and authority to Grantee, its successors, licensees, lessees or assigns, and its and their agents and employees, to enter at all times upon said premises for the purpose of constructing, repairing, removing, replacing, patrolling, improving, enlarging and maintaining such towers, pole structures, poles and other supports or any combination of same, with all necessary crossarms, braces, guys, anchors, and transformers, and stringing thereon and supporting and suspending therefrom lines of wire, cables or other conductors for the transmission of electrical energy and electric control circuits and devices.

Also conveying the right to cut, trim, remove, destroy or otherwise control (1) all trees and brush on the land of the Grantor described in this easement within 75 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line, and (2) all trees in excess of 60 feet in height on the land of the Grantor described in this easement within 100 feet on either side of the center line of the towers, pole structures or poles. It is expressly agreed that the complete exercise of the rights herein granted to cut, trim, remove, destroy or otherwise control trees and brush may be gradual and not fully completed for some time in the future. Grantee may enter upon said land, from time to time, to cut, trim, remove or otherwise control trees and brush as aforesaid.

It is expressly agreed that, for the protection of said electric line, no buildings or other structures will be placed within 36 feet on either side of the center line of the towers, pole structures, poles and wires comprising said electric line. Grantee shall pay for all damage to crops arising out of the construction, operation and maintenance of the electric line.

It is expressly understood that nonuse or a limited use of this easement by Grantee shall not prevent Grantee from later making use of the easement to the full extent herein conveyed.

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

IN WITNESS WHEREOF, Grantor has executed this instrument on this 8th day of June, 1972.

WITNESSES:

Samuel B. Miller

Charles D. Purtil and Jean M. Purtil

MAILED AND CHECKED

NAME OF GRANTOR

ACCOUNT NO.

MAP

KIND OF INSTRUMENT DATE OF INST. DATE OF RECORD LIBER PAGE

LIBER 365 PAGE 602

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of Isabella ) ss.

The foregoing instrument was acknowledged before me this 8th day of June, 1972, by Charles D. Purtil and Jean M. Purtil

*Samuel B. Miller*  
Samuel B. Miller  
Notary Public, Gratiot County, Michigan  
My commission expires December 6, 1972

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

(CORPORATE ACKNOWLEDGMENT)

STATE OF MICHIGAN )  
County of ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, a \_\_\_\_\_, President of \_\_\_\_\_, a \_\_\_\_\_, corporation, on behalf of the corporation.

Notary Public, \_\_\_\_\_ County, Michigan  
My commission expires \_\_\_\_\_

*Ok. July 28/74  
28x14-3  
Charles D. Purtil  
Jean M. To  
Consumers Power Co.*

STATE OF MICHIGAN  
COUNTY OF ISABELLA  
RECEIVED FOR RECORD  
1972 JUL 12 AM 11 45  
365-601  
*Samuel B. Miller*  
REGISTER OF DEEDS

*att: D. E. Blin*  
RETURN TO LAND & RIW DEPT.  
CONSUMERS POWER CO.  
212 MICHIGAN AVE. WEST  
JACKSON, MICHIGAN

*300*