

Requirements for Completing an Easement

Welcome to the easement phase of your new service application.

The easement form can be filled out on line, you can tab through the form and hover over each area to be filled and it will explain what is needed for that area. Once you have the easement filled out you can print it off for signing.

What's an easement? An easement is a legal document that grants Great Lakes Energy the right to construct overhead or underground facilities on your property with the right and authority to enter upon your property to maintain our facilities. These rights are fully explained in the easement.

How do I file the easement?

1. File **ALL THREE PAGES** of the easement with the Register of Deeds office in the county where the property is located.
2. Send the **ORIGINAL** recorded easement to Great Lakes Energy.

An example of a completed easement is included for your review. Please read the requirements and follow them carefully. If the easement is not completed properly, you will not be able to record it. This could delay the construction of your new electric service. **PLEASE USE BLACK INK.**

- 1. Provide the complete legal description OF YOUR PROPERTY, if not already typed on document.** This can be obtained from your property deed or county tax bill.
 - The tax ID number is not a valid legal property description.
 - If the property description is too long to fit in the space provided, please attach a copy of the complete description.
- 2. The easement must be notarized.**
 - The name must be typed or printed under each signature.
 - If additional notarization is needed, it will have to be a separate attachment.
 - Great Lakes Energy provides notary service free of charge by appointment.
- 3. All parties stated on the deed must sign the Easement.**
 - Female grantors must sign their first name (ex: JANE E. DOE, not "MRS.JOHNDOE").
 - Signatures must match on both front and back of document, if front does not show initial than back must not be signed with initial.
 - Signatures must match names on property deed.
 - If signing for a corporation, company, trust, etc., must also state the title or position held,
i.e. President, Secretary, Trustee, etc.
 - If purchasing a property on a land contract, both seller and purchaser must sign.
- 4. Type or print names below ALL signatures.**
 - Grantors
 - Notary

Easements ensure Great Lakes Energy can provide you with reliable and safe electric service. Thank you for your cooperation in following these instructions. Please contact our office at 888-GT-LAKES, ext. 1910 with questions.

EXAMPLE

EASEMENT

Work Order #

Town 17 North, Range 10 West, Section 31

Grantor, John H Doe and Jane S Doe (husband and wife)

Whose address is: 123 Main St Somewhere MI 49000

for a good and valuable consideration less than \$100.00, state exemption MCL 207.526 Sec. 6 (a) & county exemption MCL 207.505 Sec. 5 (a) the receipt of which is hereby acknowledged, do hereby grant, convey and warrant to Great Lakes Energy Cooperative, a Michigan Non-Profit Corporation, whose address is 1323 Boyne Avenue, Boyne City, Michigan, 49712/One Cooperative Center Drive, Newaygo, Michigan 49337, It's Licensees, lessees, successors and assigns forever, an easement and right to construct overhead and/or underground electrical distribution and/or communication facilities for the purpose of providing electric and/or communication service to the hereinafter described property and any present or future extensions thereon and there from, of like kind and nature, to contiguous property. Such facilities shall include all necessary poles, fixtures, guys, anchors, wire, cables, trenches, conduits, risers, pedestals, pads, mounts, enclosures and other appurtenances under, upon, over and across the property owned by the undersigned grantor and described as being situated in the Township of Bay, County of Charlevoix and State of **Michigan**, and all or a part of:

Property Description:

the NW 1/4 of the NE 1/4 of the SW 1/4

Commonly known as Parcel ID# 12-11425-001

EXAMPLE

with full right and authority to the agents or employees of the said Grantee to enter at all times upon the said premises for the purpose of inspecting, repairing, maintaining, enlarging, burying, relocating, extending and replacing thereon, and in, under or upon all such streets, roads or highways abutting said lands and said facilities. Also conveying the right and authority to enter upon said property to trim and cut down, or control by herbicides, any and all trees or brush which trees or brush in the opinion of the Grantee interfere or threaten to interfere with the construction or safe operation and maintenance of Grantee's facilities within the easement herein granted.

Egress or extension of Grantee's facilities thereon or therefrom to contiguous land to be determined and constructed by the Grantee as future additional service needs on the premises or in the area may require. Grantor agrees that no buildings, mobile homes, fixtures or structures, whether occupied or unoccupied will be placed on, under or over the easement herein given and granted or within such proximity thereto as, in the opinion of the Grantee, constitute a safety hazard or interfere or threaten to interfere with the construction, operation, extension or maintenance of said facilities, provided however, Grantor may on giving Grantee not less than a thirty day written notice demand that Grantee relocate and Grantee shall within a reasonable time, weather and working conditions permitting, after receiving said notice, relocate its facilities on Grantor's above described premises. Grantor shall pay, in advance, all costs in amount, time and manner commensurate with other service charges then in effect and filed with the Michigan Public Service Commission. Grantor further covenants and agrees that if through inadvertence or otherwise, buildings, fixtures or structures are hereafter placed on, under or over the easement herein given and granted Grantee may relocate its facilities on Grantor's above described premises and Grantor shall pay all costs of relocating said facilities in the manner same as if the relocation were at Grantor's request.

The Grantor expressly agrees that non-use, or a limited use of this easement by the Grantee shall not prevent Grantee from the within contemplated use of the fullest extent herein authorized and granted and further agrees to the joint use or occupancy of the line or system by any other person, association or corporation for electrical or telephone purposes.

This grant is hereby declared binding upon the heirs, representatives, successors, and assigns of the undersigned Grantor. Where applicable, relative words shall be read as either sex, plural or neuter.

(Signature Page to Follow)

EXAMPLE

IN WITNESS WHEREOF, Grantor has executed this instrument this _____ day of _____, 20____

IN THE PRESENCE OF:

Grantor 1: Sign name John H Doe
Print name John H Doe

Grantor 2: Sign name Jane S. Doe
Print name Jane S Doe

Grantor 3: Sign name _____
Print name _____

Grantor 4: Sign name _____
Print name _____

ACKNOWLEDGMENT

STATE OF MICHIGAN)

COUNTY OF _____)SS

On this _____ day of _____, 20____, a Notary Public in and for said County, personally appeared John H Doe and Jane S Doe to me known to be the **person/persons** described in and who executed the foregoing instrument and who duly acknowledged the same to be **his/her/their** free act and deed.

Must be completed by a Notary

Notary Public in, _____ County, Michigan
Acting in _____ County, Michigan
My Commission expires _____

PREPARED BY:

John H Doe
123 Main St
Somewhere MI 49000

PLEASE RETURN TO:

Great Lakes Energy