

**EASEMENT**

**Work Order # 1234567**

**Town 17 North, Range 05 West, Section 28**

**Grantor: John Smith and Jane Smith, Trustees of the Smith Family Trust dated January 1, 2000**

Whose address is: **1 Main St, Somewhere, MI 12345**

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 \_\_\_\_\_, County of \_\_\_\_\_, and State of **Michigan**, and all or a part of:

**Commonly known as Parcel ID# \_\_\_\_\_**

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)

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .  
IN THE PRESENCE OF:

**Smith Family Trust dated January 1, 2000**

\_\_\_\_\_  
**John Smith, Trustee**

\_\_\_\_\_  
**Jane Smith, Trustee**

**ACKNOWLEDGEMENT**

STATE OF MICHIGAN )  
COUNTY OF \_\_\_\_\_)SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a Notary Public in and for said County, personally appeared **John Smith and Jane Smith, authorized Trustees of the Smith Family Trust dated January 1, 2000** 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.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name

Notary Public in, \_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission expires \_\_\_\_\_

**PREPARED BY:**  
**John Smith**  
**1 Main St.**  
**Somewhere, MI 12345**

**PLEASE RETURN TO:**  
**Great Lakes Energy**  
**1323 Boyne Avenue**  
**Boyne City, Michigan 49712**