

## **HomeWorks Tri-County Electric Right-Of-Way Easement Instructions**

**IMPORTANT NOTICE - ANY CHANGES OR MODIFICATIONS MADE TO THIS EASEMENT WILL NOT BE ACCEPTED BY HOMEWORKS. THIS RIGHT-OF-WAY EASEMENT MUST BE SIGNED, NOTARIZED AND FILED IN ORIGINAL FORM.**

### **Completing the easement:**

The following information will help you avoid errors. **Use black ink only.**

#### **First Page:**

- Insert the date
- Insert the name(s) of the property owner(s).
  - if married and property is jointly owned, spouse must be listed as an owner.
  - if a Corporation and/or part ownership; all owners with interest and spouses must be listed, identified as such (i.e. wife of, single, owner, etc) and all must execute the easement.
  - persons holding land contracts must execute an easement as well as the new owners.
- Insert your present mailing address.

#### **Second Page:**

- Property owner(s) must sign and date in the presence of witnesses and Notary Public.
- All signatures must have names printed or typed directly below the signatures
- The Notary Public may act as one of the witnesses. Notary Public must complete the space provided. Please note the Notary Public must not have ownership in the property nor be related to the owner(s).
- Most counties and financial institutions provide notary services. The cost of notary services varies. HomeWorks Tri-County provides free notary service during business hours.

#### **Exhibit "A" - Property and Easement Area**

- Insert the Parcel #, Township, County, Liber and Page number. These are located on your deed.
- Insert legal description in the space below the Liber and Page number. The property description can be found on your deed or property tax statement
  - If property description is too complicated or lengthy to fit in the space provided, attach a copy and write "description attached" in the space on our easement.

#### **Record the Easement:**

Please take the easement to the Barry County office and have it recorded. The office hours and recording fee, listed below, are subject to change.

#### **Copy of Recorded Easement to HomeWorks Tri-County:**

Member must return or fax (517-647-4856) a copy of the recorded easement to HomeWorks Tri-County. Remember, HomeWorks must receive the filed easement, application for service, fees and verbal approval from your electrical inspector before your service request is placed on the construction schedule.

#### ***Questions Completing this Form?***

Please feel free to stop in to our office or call us at 1-800-848-9333 Monday through Friday between 8 AM and 5 PM.

**Permanent Easement for Right of Way**

This Permanent Easement of Right of Way (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between \_\_\_\_\_ (“Grantor”) with an address of \_\_\_\_\_ and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation (“Grantee”, hereinafter called the “Cooperative”) whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit “A”** as the “Property.” Grantor desires to convey to Cooperative a perpetual easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [electric, fiber, or other Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT “A,” attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a,f)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, without payment of any compensation to the member, to construct, reconstruct, re-phase, repair, operate and maintain on or below the above-described lands and/or in, beneath or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, or telecommunications line or lines, and fiber or fiber optic lines and cables, including poles, towers, cross arms, insulators, wires, guy wires, anchors, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to keep the easement clear of all buildings, structures or other obstructions; and also that this easement grants the placement of guy wires and anchors outside the right-of-way when necessary; to cut, trim, remove, destroy, control the growth, by chemical means, machinery or otherwise, of any trees, roots, brush or other vegetation which may, in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities [including all dead, weak or leaning trees not within the easement or in such close proximity to any of said facilities] within fifty (50) feet of the center line of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; and to license, permit, or otherwise agree to the joint use of occupancy of the Easement Area by any other person, company or corporation designated by the Cooperative; and the provision of telecommunication lines, fiber and fiber optic system to members and non-member patrons of the Cooperative, and for whatever other purposes permitted under this Agreement;

Grantor also agrees that no vegetation will be planted within the easement which will at any time interfere with the construction, operation or maintenance of said facilities.

The undersigned covenant and agree that all poles, wires, fiber and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative’s expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be in the discretion of the Cooperative including accommodating the provision of Cooperative member service to adjacent property, and as otherwise provided by the Bylaws of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons (attached as Exhibit B).

**IN WITNESS WHEREOF**, the undersigned have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.  
Signed, Sealed and Delivered in the presence of

**Witnessed by**

**Grantor(s)**

**Sign here** \_\_\_\_\_

Print or type \_\_\_\_\_

**Sign here** \_\_\_\_\_

Print or type \_\_\_\_\_

**Sign here** \_\_\_\_\_

Print or type \_\_\_\_\_

**Sign here** \_\_\_\_\_

Print or type \_\_\_\_\_

STATE OF MICHIGAN

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

Notary Public, State of Michigan, County of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**Corporations**

STATE OF MICHIGAN

**Corporations**

County of \_\_\_\_\_ SS

Acknowledged before me in \_\_\_\_\_ County, State of Michigan, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President of \_\_\_\_\_, a Michigan corporation, for the corporation (Grantors).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print or Type Notary Name

Notary Public, State of Michigan, County of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(Corporate seal)

Drafted by and when recorded return to:

Missy Robson

HomeWorks Tri-County Electric

7973 E. Grand River Ave.

Portland MI 48875

Phone: 1-800-848-9333. Fax to: 517-647-4856 or e-mail: [tricoenergy@homeworks.org](mailto:tricoenergy@homeworks.org)

**EXHIBIT "A"**  
**PROPERTY AND EASEMENT AREA**

Parcel # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Situating in the Township of \_\_\_\_\_, County of \_\_\_\_\_, State of Michigan, recorded in Liber  
\_\_\_\_\_ and Page \_\_\_\_\_, and more particularly described as follows:

**HomeWorks Office Use:**

Service Loc #: \_\_\_\_\_

Account: \_\_\_\_\_

County: \_\_\_\_\_ Quad: \_\_\_\_\_

Twp/Sec: \_\_\_\_\_ / \_\_\_\_\_

Pole #: \_\_\_\_\_