

DOCUMENT NO.

**ST. CROIX ELECTRIC COOPERATIVE  
RIGHT-OF-WAY EASEMENT**

The undersigned, \_\_\_\_\_, hereinafter called the "Grantor", for a good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, transfer, warrant, and convey unto **ST. CROIX ELECTRIC COOPERATIVE**, a Wisconsin membership cooperative, whose post office address is 1925 Ridgeway Street, Hammond, Wisconsin, hereinafter called "Grantee", and to its successors or assigns a perpetual and exclusive easement for, over, under, and across and the right to enter upon the following described lands, situated in the County of \_\_\_\_\_, State of Wisconsin as described on Exhibit A, attached hereto (the "Property").

The legal description of the easement is the same as the legal description of the Property, and that said easement is of the minimum necessary for the safe conduct of the business for which the easement is granted.

Section \_\_\_\_\_, Township \_\_\_\_\_, North, Range \_\_\_\_\_, West

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO  
ST. CROIX ELECTRIC COOPERATIVE  
1925 RIDGEWAY STREET  
HAMMOND, WI 54015-5039

Parcel # \_\_\_\_\_

W.O. # \_\_\_\_\_

**RIGHTS GRANTED AND EXTENT OF EASEMENT.** Grantor grants to Grantee the right to construct, operate, repair, maintain, alter, relocate and replace, a line, lines, and system for the distribution of electric energy, communication, and data gathering, including without limitation, all appropriate cable, wire, transformers, handholes, manholes, concrete pads, ducts, conduits, ground connections, attachments, equipment, accessories, and appurtenances now and in the future necessary and appropriate for the transmission or distribution of energy, communication, and data gathering (the "Facilities") either on, above, or below the Right-of-Way and all abutting streets, roads, and highways. The Right-of-Way is defined as the number of feet on each side of the centerline of the Facilities existing and to be constructed on the Property, the location of which is determined in Grantee's sole discretion, but in no event shall it be less than the width on each side of the centerline of the following: (a) 10 feet for underground lines; (b) 15 feet for overhead, single phase primary lines; (c) 5 feet for overhead secondary lines; and (d) 20 feet for overhead primary three phase lines. The easement includes such joint use or occupancy of the easement as Grantee may permit for electrification or other purposes and shall include the continuation and extension of the Facilities over the Property to deliver electric power to other customers of Grantee.

Easement:            Overhead            Underground            Easement Width: \_\_\_\_\_ Feet

**OWNERSHIP OF PROPERTY.** All Facilities erected or installed shall remain the property of the Grantee. This shall include, but not be limited to, poles, wires, manholes, conduits, cables, connection boxes, transformers, transformer enclosures, concrete pads, ducts, ground connections, attachments, equipment, accessories, and appurtenances necessary now and in the future and appropriate for the distribution of energy, communication, and data gathering either above or below the ground. Grantee shall have the right to remove all such property, at its option, at any time.

**INSPECTION, REMOVAL, ALTERATIONS.** Grantee in its sole discretion has the right to inspect, replace, rebuild, remove, repair, improve, and make changes, alterations, substitutions, and additions in and to its Facilities as it may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, and other related equipment or materials, and to change from an overhead to an underground system or vice-versa.

**TRIMMING AND BRUSH CONTROL.** The Grantee and its contractors, without any compensation to Grantor, shall at all times have the right to cut, trim, remove, and control the growth by chemical means, mechanical means, or otherwise, any trees, shrubbery, and vegetation located on the Right-of-Way or adjacent lands which may interfere with or threaten to harm or endanger the operation and maintenance of said lines, equipment, or Facilities, including any control of the growth of other vegetation within the Right-of-Way, which may incidentally and necessarily result from the means of control employed.

**USE OF RIGHT-OF-WAY.** Grantor, and Grantor(s) successors and assigns, may use the land within the Right-of-Way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with, harm, obstruct, or endanger the grantor Facilities or the construction, operation, improvement, upgrade, replacement, or maintenance of Grantee's Facilities. Grantor agrees to keep said Right-of-Way clear of buildings, structures, or any other obstruction. All trees and limbs cut shall remain the property of the Grantor.

**RIGHT OF INGRESS AND EGRESS.** The Grantee, its employees, contractors, successors, and assigns have the right of ingress to and egress from said Right-of-Way over the Property and the right and privilege of using such land abutting on said Right-of-Way for the purpose of bringing upon said Right-of-Way such machinery, conduit, conductor, and other equipment as may be necessary.

**JOINT USE.** Grantee shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the lines and Facilities or, if any of the said system is placed underground, of the trench and related underground Facilities, by any other person, association, or corporation, including the upgrade and increasing of the line and Facilities capacity, as grantee deems advisable and necessary.

**BINDING AGREEMENT.** This easement shall run with the land and is binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

**GRANTOR'S WARRANTY.** Grantor covenants and warrants Grantor is lawfully seized and possessed of all of the property described above and has good right and lawful authority to convey this easement for the purpose herein expressed.

**DANGEROUS CONDITION.** Grantor acknowledges and is hereby advised electrical lines, communication lines, data gathering lines, and the related Facilities are dangerous and any tampering, damage cause to, or obstruction thereto may cause serious harm or injury to Grantor, Grantor's family, guests, and users of the Right-of-Way including Grantee and its employees, along with any personal property located within the Right-of-Way.

**IN WITNESS WHEREOF,** the undersigned have set their hand(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Grantor(s): \_\_\_\_\_  
(Signature, Property Owner)

\_\_\_\_\_  
(Print Name, Property Owner)

\_\_\_\_\_  
(Signature, Property Owner)

\_\_\_\_\_  
(Print Name, Property Owner)

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above named \_\_\_\_\_  
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
(Signature, Notary Public)

\_\_\_\_\_  
(County, State)

\_\_\_\_\_  
(Print Name, Notary Public)

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: \_\_\_\_\_)

THIS INSTRUMENT WAS DRAFTED BY \_\_\_\_\_, an employee of St. Croix Electric Cooperative, P.O. Box 160, Hammond, WI 54015