

# UTILITY EASEMENT AGREEMENT

(hereinafter called the "Grantor"), and any lienholder executing this easement, for a valuable consideration, does hereby grant, warrant and convey unto EAU CLAIRE ENERGY COOPERATIVE, 8214 US Highway 12, FALL CREEK, WISCONSIN, 54742, a cooperative organized under Chapter 185 Wisconsin Statutes, hereinafter called the "Cooperative", its successors and assigns, with full right to lease, sublet, and license its rights hereunder, the perpetual right, privilege and easement to enter upon the rights of way described hereinafter, and to construct, operate, repair, maintain, relocate, reconstruct, and replace over and under the surface thereof, lines for the transmission and distribution of electric energy, petroleum products, and communications signals.

Said easement shall consist of two distinct rights-of-way, the service easement and the distribution easement. The service easement may cross any of Grantor's lands, described below, for the purpose of bringing electrical service from distribution lines to the service entrance of any electrical service on the premises. The distribution easement shall be for lines which are now, or in the future become, part of the system for serving Cooperative members in addition to Grantor. Both easements are further described herein.

**SUBDIVISIONS:** If Grantor's land is subdivided and utility easements are shown on the subdivision map, this easement includes all such "Utility Easements." If not included in said "Utility Easements," this easement includes a strip of land fifteen feet wide wherever a boundary of such lot abuts a public right-of-way and a strip six feet wide along each other boundary of each such lot.

**COOPERATIVE'S FACILITIES:** "Lines" includes cable, poles, anchors and accessories and appurtenances which the Cooperative determines to be necessary and appropriate therefor, whether above or below the ground and shall remain the property of the Cooperative which shall have the right to inspect, 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. The Cooperative may place signs on the easement for the purpose of monumenting the easement area.

**ACCESS:** This easement also grants the Cooperative the right of access to any described easement area through, over, and across other adjacent lands of Grantor, provided that said access shall be by a route which, in Grantee's judgement, will cause the least practical damage and further provided that the Cooperative will repair, restore, or reasonably compensate Grantor for any damage resulting from such use of adjacent lands.

**SERVICE EASEMENT:** Wherever the service easement contains overhead lines, it shall be 30 feet<sup>1</sup> wide. Wherever the service easement contains underground lines, it shall be 15 feet<sup>1</sup> wide. The center line of the service easement, which may be relocated from time to time, shall be the electrical service line running from the distribution easement to the service entrance on the premises served.

**DISTRIBUTION EASEMENT:** Wherever the distribution easement lies adjacent to a public highway, it shall be a strip of land 15 feet<sup>1</sup> wide if the line is single-phase and 20 feet<sup>1</sup> wide if the line is now or is later upgraded to three-phase, even if the highway is changed or relocated. In other areas, whenever the distribution easement contains overhead lines, it shall be 30 feet<sup>1</sup> wide if the line is single-phase and 40 feet<sup>1</sup> wide if the line is now or is later upgraded to three-phase. Wherever the distribution easement contains underground lines, it shall be 20 feet<sup>1</sup> wide. The center line of the distribution easement shall be the center most conductor of the line unless the easement is described otherwise on the reverse hereof or an attachment hereto.

This easement also includes any location used by the Cooperative at any time to place one or more anchors on Grantors' land outside the easement strip to support the Cooperative's facilities constructed within the defined easement strip, and the area necessary for service of said anchor which is defined as a circle with a radius of 10 feet centered on any such anchor facilities and a strip twenty feet wide between that anchor and the foregoing easement, the center line of which shall be a line on the ground directly beneath the guy line attached to said anchor.

**OVERHEAD LINE SAFETY:** If any of said facilities are constructed above the ground, the Cooperative may, by chemical, mechanical or other means, cut, trim and control the growth of vegetation within the easement and may cut down or trim from time to time all dead, weak, leaning or dangerous trees or limbs on lands adjacent to the right-of-way, which could strike the wires in falling, as it deems necessary or appropriate.

**UNDERGROUND SAFETY:** If any of said facilities are constructed in or under the ground, the Cooperative may excavate the soil within the easement described herein, and remove trees, rocks and other obstructions, as necessary, for the construction, maintenance, repair, replacement, safety or operation of said line or lines. No owner or occupant of the land may dig or excavate within the easement, or permit others to do so, except as permitted by the Cooperative.

Return to:

Eau Claire Energy Cooperative  
8214 US Highway 12  
P.O. Box 368  
Fall Creek, WI 54742

Parcel No:

W.O. Number:

<sup>1</sup>Unless changed in this footnote:

Service Easement \_\_\_\_\_ Overhead \_\_\_\_\_ Underground \_\_\_\_\_ Easement Width \_\_\_\_\_  
Distribution Easement \_\_\_\_\_ Overhead \_\_\_\_\_ Underground \_\_\_\_\_ Easement Width \_\_\_\_\_

**GRANTOR'S USE:** The land within the easement may be used for any purpose not inconsistent with the rights granted, provided such use does not interfere with or endanger the construction, operation and maintenance of the Cooperative's facilities. However, the easement shall at all times be kept clear of buildings, structures, obstructions or any condition which violates the National Electrical Safety Code, the Wisconsin Electrical Code, or the safety regulations of the Cooperative. Once lines have been constructed or installed, the surface elevation over or under said lines may not be altered by more than six inches unless permitted in writing by the Cooperative.

**BINDING AGREEMENT:** This conveyance is binding on and inures to the benefit of the heirs, representatives, assigns, successors, and grantees of the Grantor. The Cooperative reserves the right to license, permit, or otherwise agree to the use of the easement by any person or entity for the transmission of energy or of communication signals of any kind. The Cooperative reserves the right to charge for such a license, permit, or agreement.

Grantor covenants that Grantor is the owner of the below described lands and warrants that Grantor will indemnify the Cooperative for all costs and losses, including reasonable attorney's fees, in the event that any person claiming an interest in or lien upon said land attempts to limit or alter Cooperative's rights granted herein, whether successful or not.

Additional space for legal description or special provisions:

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

[Inapplicable unless filled in] Easement located on the N S E W (circle one) \_\_\_\_\_ feet of:

If checked here, additional sheet is attached for legal description or other information.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Grantor:**

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

**Grantor:**

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Wisconsin )  
 ) ss  
\_\_\_\_\_ County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Wisconsin )  
 ) ss  
\_\_\_\_\_ County)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_ and \_\_\_\_\_, to me known to be the person[s] who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: \_\_\_\_\_

Drafted by: \_\_\_\_\_, an employee of Eau Claire Energy Cooperative

Rev. 03/2016