

DOCUMENT NO.

RIGHT OF WAY EASEMENT

The undersigned hereinafter called the "Grantor", for a good and valuable consideration, receipt of which is hereby acknowledged, _____ grant(s) to **DUNN ENERGY COOPERATIVE**, hereinafter called "Grantee", its successors and assigns, a perpetual and exclusive ***easement and right-of-way twenty-five feet wide for lines placed underground (except as otherwise stated)***, over, under, and across the following described lands:

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO
DUNN ENERGY COOPERATIVE
P.O. Box 220
MENOMONIE, WI 54751

Parcel Identification Number (PIN)

A parcel of land located in

RIGHTS GRANTED. Grantor grants to grantee the right to construct, operate, repair, maintain, alter, relocate and replace on and across such lands, and under the surface thereof, and upon or under all streets, roads or highways, on or abutting said lands, a line or lines for the distribution of electric energy, 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, either above or beneath the ground.

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 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 within said right of way or which may interfere with or threaten to, harm, or endanger the operation and maintenance of said line, 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 easement, and the right and privilege of using such land abutting on said easement for the purpose of bringing upon said easement 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 to service others.

BINDING AGREEMENT. This agreement is binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

GRANTOR'S WARRANTY. Grantor covenants and warrants that 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 and the related facilities are dangerous and any tampering, damage cause to, or obstruction thereto may cause serious harm or injury to grantee, grantees family, guests, and users of the easement property, along with any personal property located within the easement property.

IN WITNESS WHEREOF, The undersigned have set their hand(s) and seal(s) this _____ day of _____, 20_____.

STATE OF WISCONSIN, COUNTY OF _____

Personally came before me this _____ day of _____
20_____, the above named

_____ are to me known to
be the person(s) who executed the foregoing instrument and
acknowledge the same.

(sign)

(Print)

Notary Public, State of Wisconsin
My commission expires:

(Seal)

(Seal)

(Seal)

(Seal)

This instrument drafted by
Jolene H. Fisher
Dunn Energy Cooperative
Menomonie, Wisconsin