

Document Number

Polk-Burnett Location #:

**POLK-BURNETT ELECTRIC COOPERATIVE  
RIGHT-OF-WAY  
EASEMENT  
FOR ELECTRIC POWER LINES**

*This instrument drafted by Steven M. Stroshane, General Manager*

**This document is to be filled out in black ink only.**  
**No modifications are acceptable. Must be signed and notarized.**

For a valuable consideration, and the mutual promises herein contained,

\_\_\_\_\_  
(hereinafter called the "Owner"), hereby grants, warrants and conveys to Polk-Burnett Electric Cooperative (hereinafter called the "Cooperative"), the right and easement to enter upon lands of the Owner in \_\_\_\_\_ County, Wisconsin, described as:

**Please provide complete legal description.**

*Recording Area*

*Name and Return Address*

**Polk-Burnett**  
1001 State Road 35  
Centuria, WI 54824  
(715) 646-2191 ● (800) 421-0283

*Parcel Identification Number (PIN)*

and to place, construct, operate, maintain, repair, relocate, replace on or under the surface thereof, a line or lines for the transmission of electric energy, including, but not limited to, cable, wire, poles, transformers, equipment and accessories necessary for that purpose. The specific length and location of this electric line easement shall be as built, and its width shall be as described below for an overhead or underground line.

The Cooperative shall have the continuing right to keep the easement clear of any structure, vegetation, or any other obstruction that may, at the Cooperative's sole discretion, affect public safety or the safety of its employees; interfere with the Cooperative's exercise of its easement rights; threaten or endanger the operation and maintenance of the Cooperative's line, facilities or system; or cause any unnecessary economic burden to the Cooperative. The Owner may use the land subject to this easement for personal purposes. However, if those purposes cause or contribute to any loss of personal property, bodily injury, death or damage in relationship to the Cooperative's rights, the Owner shall hold the Cooperative harmless from and against all liability, claims, loss, costs (including reasonable attorney fees), personal or bodily injury, death or damage to any person or property related to the Cooperative's exercise of its easement rights.

For overhead lines, the Cooperative shall have the right to control the growth of any and all vegetation, using methods common to rights-of-way maintenance in the industry, within a distance of 20 feet on either side of the line. The Cooperative shall have the right to cut down any dead, weak or leaning tree that is tall enough to endanger the operation and maintenance of said line if said tree is outside the clear-cut area of 20 feet on either side of the lines. All trees cut by the Cooperative shall remain the property of the Owner.

For underground lines, the Cooperative shall have the right to control the growth of any and all vegetation, using methods common to rights-of-way maintenance in the industry, within a distance of 10 feet on either side of the line.

For the purpose of placement, construction, inspections, maintenance, repair, relocation, replacement and operation, the Cooperative has the right of reasonable access across lands of the Owner lying between said easement and any public street or highway.

This conveyance is to the Cooperative, its successors and assigns, shall run with the land, and shall be binding on the heirs, representatives, assignees and grantees of the Owner.

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

\_\_\_\_\_  
(Owner)

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

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

\_\_\_\_\_  
known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

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

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

My commission expires \_\_\_\_\_