

DOCUMENT NO. **RIGHT OF WAY EASEMENT**

The undersigned Karl A. Herdt and Sherry J. Herdt hereinafter called the "Grantor", for a good and valuable consideration, receipt of which is hereby acknowledged, grant(s) to **DUNN ELECTRIC COOPERATIVE**, hereinafter called "Grantee", its successors and assigns, an easement and right of way twenty-five feet (25') wide for lines placed underground and sixty feet (60') wide for lines located above ground (except as otherwise stated), over, under, and across the following described lands:

**DUNN COUNTY
REGISTER OF DEEDS
JAMES M. HRDUTT
RECORDED ON**
10-12-2000 10:35 AM
**REC FEE: 12.00
TRANS FEE:
FEE EXEMPT #:
PAGES: 2**

pd 12.00
THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO
ENN
DUNN ELECTRIC COOPERATIVE
P.O. BOX 220
MENOMONIE, WI 54751

038-1177-05
Parcel Identification Number (PIN)

Lot Four (4), Oslo Acres, Dunn County, Wisconsin.

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 transmission or 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 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 and appropriate for the transmission 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 has 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, 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 shall at all times have the right to cut, trim 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 endanger the operation and maintenance of said line 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 or endanger the construction, operation or maintenance of Grantee's facilities. Grantor agrees to keep said right of way clear of buildings, structures or other obstruction. All trees and limbs cut shall remain the property of the Grantor.

RIGHT OF INGRESS AND EGRESS. The Grantee has 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.

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.

IN WITNESS WHEREOF, The undersigned have set their hand(s) and seal(s) this 7th day of October, 2000.
STATE OF WISCONSIN
COUNTY OF Dunn

Personally came before me this 7th day of Oct, 2000, the above named Karl A. Herdt to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Karl A. Herdt

Karl A. Herdt (Seal)

Sherry J. Herdt

Sherry J. Herdt (Seal)

[Signature]

Notary Public, State of Wisconsin
My commission expires 3-23-02

*This instrument drafted by
Rebecca J. Weber
Dunn Electric Cooperative
Menomonie, Wisconsin*



(Seal)

STATE OF WISCONSIN
COUNTY OF Duane

Personally came before me this 7th day of Oct,
2000 the above named Sherry J. Herdt to me known to be the
person(s) who executed the foregoing instrument and
acknowledge the same.

Brenda L Hoyt

Notary Public, State of Wisconsin
My commission expires 3-23-03

