



**Egyptian Electric Cooperative Association**  
**P.O. Box 38**  
**Steeleville, IL 62288**

**EASEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, hereinafter called Owner(s) or grantor(s), and Egyptian Electric Cooperative Association, an Illinois not for profit Corporation, hereinafter called "Cooperative".

**WITNESSETH:**

For the property described as:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ in \_\_\_\_\_ County,  
 Illinois.

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, Owner(s) grant(s) unto Cooperative, its successors and assigns, the right, privilege and easement of use of right of way for the following type of installation:

Please note installation type:      OVERHEAD      OR      UNDERGROUND (Please circle one)

**OVERHEAD**

For all overhead installations, the Cooperative requires **thirty (30) feet** in width to lay, construct, operate and maintain overhead poles and cable lines for transmitting and distributing electric power or any EECA telecommunications function, including all wires, cables, transformers, capacitor banks, switches, fuses, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter called "overhead facilities") under, upon and across the lands of Owner(s).

**UNDERGROUND**

For all underground installations, the Cooperative requires **fifteen (15) feet** in width to lay, construct, operate and maintain underground conduit and cable lines for transmitting and distributing electric power or any EECA telecommunications function, including all wires, cables, handholes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter called "underground facilities") under, upon and across the lands of Owner(s).

**TERMS AND CONDITIONS**

In granting this easement, it is understood that the location of all overhead and underground facilities will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

All overhead and underground facilities erected hereunder shall remain the property of Cooperative. Cooperative shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its overhead and underground facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the total number of overhead or underground facilities within the stated easement. Cooperative reserves the right to remove any overhead and underground facilities upon termination of service to property described.

Cooperative shall at all times have the right to keep the easement clear of all buildings, structures or other obstructions such as trees, shrubbery, undergrowth, and roots. The Cooperative shall have the right to mow, cut, trim, remove, and spray within the easement area and to cut or trim any dead, weak, leaning or dangerous trees outside the easement area that are tall enough to strike the wires. All trees and limbs cut by Cooperative at any time shall remain the property of Owner(s).

Owner(s), successors and assigns, may use the land within the easement 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 Cooperative's overhead or underground facilities. For the purpose of constructing, inspecting, maintaining or operating its overhead or underground facilities, Cooperative shall have the right of ingress to an egress from the easement over the lands of Owner(s) adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practicable damage and inconvenience to Owner(s).



