

RIGHT-OF-WAY EASEMENT

Date: _____, 20____

Grantee(s): Cooperative Light & Power, a Minnesota Cooperative. "Grantee" shall also mean "Grantees".

FOR VALUABLE CONSIDERATION,

(Full Name of Grantor)

(Full Name of Grantor)

Status: _____ (Status Options include: "A Single Person", "Husband and Wife", "Widowed and not married", "Married to each other", "Trustee of the _____ Trust", "Corporation" "Limited Liability Company", "Partnership").

For themselves and their successors and assigns ("Grantor"), hereby convey(s) to Cooperative Light & Power, a member-owned utility under the laws of the State of Minnesota, and its subsidiaries, affiliates, licensees, contractors, subcontractors, agents, and their successors and assigns "CLP," "Cooperative Light & Power," or "Grantee", the perpetual easement and right to enter upon the lands of the Owner in the County of: _____,

State of Minnesota described as follows:

Legal Description of Property (or attach): _____

("Grantor's Property").

Township _____ Range _____ Section _____ Parcel ID _____

Service Address: _____

1. **Statement of Ownership.** Grantor covenants that Grantor is the owner of the Grantor's Property and has the right to convey the easements set forth herein.
2. **Purpose and Extent of Easement:** The easement authorizes Grantee and Grantee's subsidiaries and assigns to erect, place, install, construct, reconstruct, replace, relocate, modify, bury, upgrade, remove, maintain, patrol, inspect, repair, and operate, at any time and from time to time, electrical transmission and distribution lines, including but not limited to structures, poles, towers, wires, cables, cable terminations, tracer wires, arrestors, footings, foundations, transformers, transformer enclosures, connection boxes, cross-arms, ductbank systems, cable troughs, conduits, vaults, manholes, transition structures, riser structures, control buildings, telecommunications buildings, fences, gates, landscaping, access roads, and other equipment and fixtures, supporting one or more electrical circuits, and any other facilities, equipment and systems used or useable for the transmission or distribution of electricity; and also wireless equipment and systems; and also fiber optic cables and other equipment and systems used and useable for the transmission or provision of broadband and fiber optic services (including but not limited to the transmission of voice, video and data signals and the transfer of shared use such fiber optic cables and other equipment and systems) and other electrical or communication transmission technology and associated equipment and appurtenances as may be desirable in connection therewith (the "Facilities") over, under or on the centerline of the Electric Right-of-Way and all abutting streets, roads and highways. The "Electric Right-of-Way" is defined in feet on each side of the Facilities existing and to be constructed, but in no event shall it be less than the width on each side of the centerline of the following: (a) 7.5 feet for underground lines; (b) 20 feet for overhead, single phase primary lines; (c) 25 feet for overhead primary three phase lines; and (d) 5 feet for overhead secondary lines. The easement includes such joint use or occupancy of the easement as Cooperative Light & Power may permit for electrification or other purposes.
3. **Cooperative Light & Power Right of Access:** Cooperative Light & Power has the right of ingress to and egress from the Electric Right-of-Way over the Grantor's real property, adjacent real property and real property lying between public or private roads and the Electric Right-of-Way.
4. **Cooperative Light & Power's Right to Maintain and Upgrade Facilities:** Cooperative Light & Power has the right to construct new Facilities and extensions of existing Facilities within the Right-of-Way. Cooperative Light & Power has the right to upgrade, expand, or extend any electric line, cable, fiber optics or other line, or communication systems, data or information systems of any type, now or in the future. Grantor agrees that all Facilities remain Cooperative Light & Power's property, removable at its option.
5. **Vegetation Maintenance:** Grantee shall have full right to spray, cut, trim or remove trees, bushes, and/or shrubbery and other vegetation (collectively vegetation) to the extent necessary to keep them clear of the communication, electric distribution, and/or transmission lines or systems, using such means to do so as Grantee deems necessary or prudent. Grantee may remove all structures, trees, plants or vegetation that might endanger the line or system, including vegetation outside of the easement area but only if Grantee determines such vegetation may endanger said lines or systems.
6. **Grantor's Use/Obligations:** Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Electric Right-of-Way in a manner that is not inconsistent with Grantee's rights granted herein. Grantor shall not perform any act, or cause or permit acts to be done by others, that will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Without limiting the foregoing, Grantor shall not erect or place on the Electric Right-of-Way any structures, buildings, trees, vegetation, or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other

applicable laws or regulations or other codes or policies. Grantor, its agents or assigns must submit plans of improvements or other installations within the Electric Right-of-Way for review and written determination of compatibility by the Administrative Agent for Grantee prior to installation. Grantee may approve such improvements or other installations, with or without conditions, or may deny the same, in the reasonable exercise of its sole discretion. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Electric Right-of-Way that does not interfere with the safe operation of the Facilities; provided that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Electric Right-of-Way. If any use by Grantor results in non-compliance with the National Electric Safety Code and any other applicable laws, regulations, or codes in effect from time to time, Grantor shall be liable and responsible to the Grantee for any costs to comply with the National Electric Safety Code and any other applicable laws, regulations, or codes in effect from time to time. Grantor agrees to execute and deliver to Grantee any additional documents requested by Grantee to amend and/or correct the legal description of the Electric Right-of-Way to conform to the right of way actually occupied by the Facilities or otherwise as requested by Grantee to accomplish the purposes of this easement.

7. **Grade Changes and Damage by Owner:** If grade changes are made by the Grantor, which make it necessary for Cooperative Light & Power to relay or relocate any of the Facilities, the cost of such changes will be paid by the Grantor. The Grantor is responsible for the cost of any repairs to the Facilities caused by the action of Grantor.
8. **No Waiver of Rights by Grantee:** No delay in exercising any or all of the rights granted in this easement to Grantee shall be interpreted to be a waiver of any of these rights nor abandonment of the easement as granted.
9. **Expansion of Any Previous Easement Rights:** If Grantor or Grantor's predecessor(s) in title have previously conveyed Grantee an easement to this real property, Grantor intends that the rights conveyed by the previous easement shall not be reduced by this subsequent easement, and this subsequent easement shall be an expansion and supplementation of the rights conveyed by the previous easement.
10. **Right of Attachment and Assignment:** Grantee also has the right, from time to time, to assign to others the right to use said Electric Right-of-Way for such purposes as Grantee has the right to use.
11. **Easement to Run with the Land:** The Grantor reserves unto themselves, their successors and assigns, the full right to take, use, and enjoy the Property in every manner not inconsistent with this easement. This easement shall run with the land and will be binding on the heirs, administrators, successors and assigns of the Grantor. The Grantor agrees to disclose to their successors in the title the existence of this easement. The Grantor covenants that they are the owners of the Property, and that the Property is free and clear of encumbrances and liens of any character except those held by the following persons:

GRANTOR

Printed Name

Signature

Printed Name

Signature

FOR GRANTOR OF INDIVIDUAL

STATE OF MINNESOTA)

)

COUNTY OF LAKE)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____

_____ A Single Person/Husband and Wife/Divorced and not married/Widowed and not married/Married to each other/Trustee of the _____ Trust, known to me or satisfactorily proven to be the person whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF MINNESOTA)

)

COUNTY OF LAKE)

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____

_____ A Single Person/Husband and Wife/Divorced and not married/Widowed and not married/Married to each other/Trustee of the _____ Trust, known to me or satisfactorily proven to be the person whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

Drafted By:
Cooperative Light & Power
1554 Highway 2, PO Box 69
Two Harbors, MN 55616