

RIGHT-OF-WAY EASEMENT

CL&P, 1554 Highway 2, P O Box 69, Two Harbors, MN 55616

Date: _____

FOR VALUABLE CONSIDERATION, _____
(Name of Owners)

(Marital Status)

for themselves and their successors and assigns ("Owner"), hereby convey(s) to Cooperative Light & Power (CLP), a member owned utility under the laws of the State of Minnesota, its successors and assigns ("CLP"), the perpetual easement and right to enter upon the lands of the Owner in the County of _____, State of Minnesota, described as follows (the "Property"):

Legal Description: _____

1. Purpose and Extent of Easement: The Easement is for erecting, operating, maintaining, repairing, rebuilding and burying overhead and underground electric distribution lines and related facilities including, but no limited to, signal lines, poles, wires, cables, handholes, manholes, transformer enclosures, concrete pads, transformers, connection boxes, and such other accessories and appurtenances as may be desirable in connection therewith (the "Facilities") over, under or on the Right-of-Way and all abutting street, roads and highways. The Right-of-Way is defined as _____ feet on each side of the centerline 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) 7-1/2-feet for underground lines; (b) 20-feet for overhead, single phase primary lines; (c) 5-feet for overhead secondary lines; and (d) 25-feet for overhead primary three phase lines. The Easement includes such joint use or occupancy of the Easement as CLP may permit for electrification or other purposes.

2. CLP's Right of Access: CLP has the right of ingress to and egress from the Right-of-Way over the Owner's adjacent lands and lying between public or private roads and the Right-of-Way, such right to be exercised in such manner as occasions the least practicable damage and inconvenience to Owner.

3. CLP's Right to Maintain Facilities: CLP has the right to construct new Facilities and extensions of existing Facilities within the Right-of-Way. CLP has the right to inspect, remove, repair, improve and make such changes, alterations, substitutions and additions to the Facilities as it determines advisable. Owner agrees that all the Facilities remain CLP's property, removable at its option.

4. CLP's Right to Clear and Maintain the Right-of-Way: CLP has the right to clear and maintain the Right-of-Way, and when necessary, the adjacent lands of Owner, of trees, shrubs, brush, stumps, roots and other obstructions that may endanger the Facilities including the right to cut down all dead, weak, leaning or dangerous trees that are tall enough to strike any part of the Facilities in falling. CLP has the right to maintain the Right-of-Way to the extent and in the manner that CLP in its sole discretion determines advisable, including by chemical, mechanical or hand clearing methods. CLP has the right to keep the Right-of-Way clear of all buildings, structures, or other obstructions, and has the right to correct any violation of National Electric Code (the "Code") requirements caused by construction of any buildings, structures, fences or other obstructions within the Right-of-Way, each at the Owner's expense.

5. Grade Changes and Damage by Owner: If grade changes are made by the Owner, which make it necessary for CLP to relay or relocate any of the Facilities, the cost of such changes will be paid by the Owner. The Owner is responsible for the cost of any repairs to the Facilities caused by the action of the Owner.

6. Easement to Run with the Land: This Easement shall run with the land and will be binding on the heirs, administrators, successors and assigns of the Owner. The Owner agrees to disclose to their successors in title the existence of this Easement. The Owner 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:

IN WITNESS WHEREOF, Owner has signed this Easement this _____ day of _____, 20____.

Member

Member

This instrument was drafted by:
Cooperative Light & Power a Member Owned Utility
1554 Highway 2, P. O. Box 69
Two Harbors, MN 55616

STATE OF MINNESOTA)
COUNTY OF)
On this _____ day of _____, 20____, before me, a
Notary Public within and for said County, personally to me known to be the
person described and who executed the foregoing instrument, and
acknowledged that he executed the same as _____ free act.

NOTARY SEAL

NOTARY SIGNATURE

Instructions for Completing Easement Form

- First Line** The Owner (owners) must type or print name as it appears on the deed. Strike out the inapplicable descriptions and if other than those shown, insert correct description. If married, both husband and wife's name must be shown.
- Second Line** Type or print the name or mortgagee or lien holder, if any, as it appears on record at the Register of Deeds office.
- County** Insert name of County in which property is located for which easement is being granted.
- Property Description** Give complete property description: Township, Range, Section, Government Lot Number, in any; forty acre tract Or part of tract, if any. If in platted area give, in addition to the above, the name or number of the plat and lot number.
- Signatures of Owner** The owner (owners) must sign, spelling the names as they appear above. If there is a mortgagee or lien holder, they too must sign as it appears at the Register of Deeds Office.
- Notarization** The Easement must be signed before a Notary Public and the Notary Public must complete the notarization.

UNDERLINE APPLICABLE RIGHT-OF-WAY DESIGNATION (either side of center)

| | |
|-----------------------------------|------------|
| Primary Single Phase | 20 Feet |
| Primary Three Phase | 25 Feet |
| Primary and Secondary Underground | 7-1/2 Feet |
| Secondary and Service Overhead | 5 Feet |

Association use only

If this easement involves Underground Rural Distribution (URD) there shall be attached to this easement a sketch showing approximate location of the URD. Such sketch shall be identified as Exhibit "A" and in the space provided below fill in the exhibit designation.

Exhibit _____ attached

Owner

Date

Owner

Date

Owner

Date

Owner

Date

Owner

Date