

**EASEMENT**

Dated: \_\_\_\_\_ 20\_\_\_\_\_

Grantor(s): "Grantor" shall also mean "Grantors".

\_\_\_\_\_

Full Name

\_\_\_\_\_

Full Name

With the marital status \_\_\_\_\_

Grantee(s): The Cooperative Light & Power Association of Lake County, a Minnesota Cooperative. "Grantee" shall also mean "Grantees".

Grantor grants an easement to Grantee, and Grantee's assigns, in the real property described on Exhibit A on the following terms:

1. Statement of ownership. Grantor owns said real property in fee simple.
  
2. Grant. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants an easement to Grantee as stated herein. Said easement shall be over the location and in the dimensions shown on Exhibit A.
  
3. Purpose and scope of easement. This easement authorizes Grantee and Grantee's subsidiaries and assigns to erect, install, construct, reconstruct, replace, modify, bury, upgrade, remove, maintain, inspect, and operate, at any time and from time to time, electrical transmission and distribution lines, including structures, poles, towers, wires, cables, cable terminations, tracer wires, arrestors, footings, foundations, 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, on, over, under and across the premises described on the attached Exhibit A.
  
4. Duration of easement. This easement shall be perpetual.
  
5. Right to upgrade system. Grantee shall have 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.
  
6. Right of entry and exit. Grantee shall have full right of entry and exit to, from and over said real property, or doing anything necessary or useful for the exercise of Grantee's rights in this easement.
  
7. Vegetation Maintenance. Grantee shall have full right to spray, cut, trim or remove trees and shrubbery and other vegetation (collectively vegetation) to the extent necessary to keep them clear of the communication, electric distribution 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.

8. Grantor's obligation to keep easement clear. Grantor agrees to keep the easement clear of all future buildings, structures, grain bins, water impoundments or obstructions that may interfere with the operation and maintenance of the communication, electric distribution or transmission lines or system, except where permitted by Grantee.

9. 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.

10. 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.

11. Right of Attachment and Assignment. Grantee also has the right, from time to time, to assign to others the right to use said easement area for such purposes as Grantee has the right to use.

County of \_\_\_\_\_, State of Minnesota, described as follows  
(the "Property")

Service Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_

Gov't Lot No. \_\_\_\_\_ Lot No. \_\_\_\_\_

Additional Land Description \_\_\_\_\_

**GRANTOR**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**FOR GRANTOR AS INDIVIDUAL**

STATE OF MINNESOTA    )  
  )SS  
                                  COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, husband and wife/an unmarried person/trustee of the \_\_\_\_\_ Trust, known to me or satisfactorily proven to be the person whose name(s) (is)(are) subscribed to the within instrument and acknowledged that s/he 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    )  
  )SS  
                                  COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_ husband and wife/an unmarried person/trustee of the \_\_\_\_\_ Trust, known to me or satisfactorily proven to be the person whose name(s) (is)(are) subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

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

This instrument was drafted by:  
The Cooperative Light & Power Association of Lake County  
1554 Highway 2  
Two Harbors MN 55616