

7/22/06

**RIGHT-OF-WAY EASEMENT**

In consideration of this easement and other good and valuable considerations, the undersigned hereby grant and convey to NORTH STAR ELECTRIC COOPERATIVE, INC., its successors, assigns, permittees and lessees, the right of ingress and egress over and through real estate located in \_\_\_\_\_ County, Minnesota, described as follows: (or see attached description)

THAT THE TERMS AND CONDITIONS OF THE EASEMENT ARE ON THE REVERSE SIDE HEREOF

That the undersigned state that they are the owners in fee simple of the above described real estate, and that said real estate is free and clear of any encumbrances, liens or mortgages, of any kind or nature, that are superior in priority to this easement, except:

That the undersigned agree to provide all consents necessary to enable NORTH STAR ELECTRIC COOPERATIVE, INC., to have this easement free and clear of any liens, encumbrances or mortgages.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

X(owner)\_\_\_\_\_X(co-owner)\_\_\_\_\_

\*\*\*\*\*Below is for Notary Use Only\*\*\*\*\*

STATE OF MINNESOTA )  
COUNTY OF \_\_\_\_\_ ) ss

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(Owner) (Co-owner) (Marital Status)

**(NOTARY-MUST state marital status of persons whose signatures you are notarizing)**

stamp

\_\_\_\_\_  
NOTARY PUBLIC

## **RIGHT-OF-WAY EASEMENT**

1. To construct, operate and maintain on the described lands and/or in or upon all streets, roads or highways abutting said lands, an electric overhead or underground transmission or distribution system, or an overhead or underground telephone and/or television system of its lessees, to cut, trim, and control the growth by machinery, chemical spraying, or otherwise, of trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said system, and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike wire in falling, whether located on the easement or adjacent thereto.
2. That owners, their heirs, successors and assigns, will not place any structures, permanent or temporary, nor plant any trees or shrubs in the easement or adjoining property that will hinder or restrict or create an unsafe or dangerous condition as to the use of the easement.
3. The undersigned agree that all poles, wires overhead or underground, and other facilities, including any main service entrance equipment, installed on the above described lands at the Cooperative's expense, shall remain the property of the Cooperative, removable at the option of the Cooperative upon the termination of service to or on said lands.
4. That North Star Electric shall have the right of ingress and egress to the easement using roads or lanes, or otherwise by the most convenient route, with the minimum interference with the occupants' use of the property.
5. The easement taken is 10 feet for underground and 20 feet in width for overhead on either side of the electric distribution, as constructed.
6. During construction of the distribution line, a temporary easement is granted over the described lands sufficient for North Star to construct the line.

Drafted by North Star Electric Cooperative, Inc., Baudette, MN 56623

Exempt from deed tax.

Recorded original to be returned to North Star Electric Cooperative, Inc.