

RIGHT-OF-WAY EASEMENT

Date _____, 20____

FOR VALUABLE CONSIDERATION,

(Names of Owners)

(circle one)

MARRIED

UNMARRIED

For themselves and their successors and assigns (“Owner”), hereby convey(s) to North Itasca Electric Cooperative, a member owned utility under the laws of the State of Minnesota, its successors and assigns (“North Itasca Electric Cooperative”), 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”) Township _____, Range _____; Section _____;

1. Purpose and Extent of Easement: The easement is for erecting, operating, maintaining, repairing, rebuilding and burying overhead and underground electrical distribution lines and related facilities including but not 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 centerline Right-of-Way and all abutting streets, roads and highways. The Right-of-Way is defined as ___ 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) 10 feet for underground lines; (b) 20 feet for overhead, single phase primary lines; (c) 10 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 North Itasca Electric Cooperative may permit for electrification or other purposes.

2. North Itasca Electric Cooperative’s Right of Access: North Itasca Electric Cooperative 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. North Itasca Electric Cooperative's Right to Maintain Facilities: North Itasca Electric Cooperative has the right to construct new Facilities and extensions of existing Facilities within the Right-of-Way. North Itasca Electric Cooperative 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 North Itasca Electric Cooperative's property, removable at its option.

4. North Itasca Electric Cooperative's Duty to Restore: After completing any construction or maintenance of the Facilities, North Itasca Electric Cooperative will restore the Property as nearly to its original condition as may be practical under Code. If underground construction is utilized, North Itasca Electric Cooperative will furnish information showing locations of the Facilities on an "as built" basis.

5. North Itasca Electric's Right to Clear and Maintain the Right-of-Way: North Itasca Electric Cooperative 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. North Itasca Electric Cooperative has the right to maintain the Right-of-Way to the extent and in the manner that North Itasca Electric Cooperative in its sole discretion determines advisable, including by chemical, mechanical or hand clearing methods. North Itasca Electric Cooperative has the right to keep the Right-of-Way clear of all buildings, structures, or other obstructions, and has the right to correct any violations of National Electric Safety 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.

6. Grade Changes and Damage by Owner: If grade changes are made by the Owner, which make it necessary for North Itasca Electric Cooperative 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 cause by the action of the Owner.

7. Easement to Run with the Land: The Owner 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 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

Co-owner / Spouse

STATE OF MINNESOTA)
COUNTY OF _____)

This Instrument was drafted by:
North Itasca Electric Cooperative,
A member-owned utility
301 Main Avenue
Bigfork, MN 56628

This instrument was acknowledged before
me this _____ day of _____, 20_____
by _____

Notary Public
My Commission expires _____