

This document was drafted by and,
upon recording, should be returned to:

Minnkota Power Cooperative, Inc.
ATTN: Property and ROW Manager
1822 Mill Road - PO Box 13200
Grand Forks, ND 58208-3200
701-795-4000

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, Independent School District #31, a public entity of, Bemidji , Minnesota 56601, herein referred to as "Grantor," whether singular or plural, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does, hereby, warrant unto Minnkota Power Cooperative, Inc. of 1822 Mill Road, P.O. Box 13200, Grand Forks, North Dakota 58208-3200, herein referred to as "Grantee," as well as its successors and assigns, a Right of Way Easement, perpetual in length along with the right of ingress and egress over and across the land adjacent to the Easement Property, by means of existing field roads and lanes, if any; otherwise, by the use of the most reasonable and feasible route, for the construction, operation, maintenance, repair or removal of an aboveground electric transmission line and across the following described real property, situated in the County of Beltrami, Minnesota, to wit:

Township 146 North, Range 34 West of the Fifth Principal Meridian
Section 12: East Half of the Southwest Quarter and the West of the Southeast Quarter

A 100.00 foot easement over, under, and across the following described property:

The East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 12, Township 146 North, Range 34 West of the Fifth Principal Meridian, Beltrami County, Minnesota.

The said easement being 60.00 feet to the right and 40.00 feet to the left of the following described line:

Commencing at the southeast corner of said East Half of the Southwest Quarter; thence North 88 degrees 10 minutes 12 seconds West, along the south line of said East Half of the Southwest Quarter, a distance of 434.96 feet; thence North 01 degree 49 minutes 48 seconds East 69.27 feet to the point of beginning of said line; thence North 04 degrees 33 minutes 00 seconds West 80.00 feet, and said line there terminating.

Together with an 80.00 foot easement over, under, and across the following described property, being 40.00 feet to the right and 40.00 feet of the left of the following described centerline:

Beginning at the terminus of the above described line; thence continuing North 04 degrees 33 minutes 00 seconds West 1059.36 feet; thence North 85 degrees 57 minutes 50 seconds East 1748.07 feet; thence South 00 degrees 42 minutes 13 seconds East 604.59 feet; thence South 71 degrees 35 minutes 03 seconds East 92 feet, more or less, to the east line of said West Half of the Southeast Quarter, and said centerline there terminating.

The side lines of said easements are prolonged or shorten on a line bearing North 85 degrees 27 minutes 00 seconds East from the said line point of beginning and the said east line of said West Half of the Southeast Quarter from the terminus of said centerline.

Containing 6.62 acres, more or less.

Grantor also, hereby grants to Grantee, its successors and assigns the right and authority to cut down, top, trim or, by mechanical or chemical methods, eliminate any trees or shrubbery within the above-described easement; together with the right to cut and dispose of any dead, weak, leaning or otherwise dangerous vegetation located immediately outside of (or adjacent to) the Easement Property.

Grantor, as well as Grantee, agree that this right will be exercised when, in the opinion of Grantee, it may be necessary for the construction, operation and/or maintenance of the Equipment, either now or in the future, to protect the Equipment from such vegetation that is tall enough to strike (or come unreasonably close to striking) the Equipment, when falling.

Grantor reserves the right to cultivate, use and occupy the Easement Property; excepting that, without the prior written approval of Grantee, Grantor shall not store, erect or place structures/objects of any kind, (including hay/straw stacks), permanent or temporary (except fences) or plant any trees, thereon.

Grantee agrees to pay, promptly, all of Grantor's reasonable damages caused to Grantor's fences, livestock, roads, drainage tile, and/or fields during the construction, placement and/or maintenance of the Equipment; excepting damages to trees or other vegetation removed by Grantee under this Right of Way Easement.

Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents deemed reasonably necessary by Grantee in order to correct the legal description of the Easement Area described herein or to further document Grantee's rights to use the Premises and Easement Area for the purposes set forth herein.

It is mutually understood and agreed upon that this grant of Right of Way Easement covers any and all of the written agreements and stipulations between the parties, hereto, and that no representation or verbal statements have been made to modify, add to, or change the terms, hereof, unless otherwise expressly provided by an Addendum to said Right of Way Easement. Any such Addendum must be agreed upon, signed and dated by both parties. Grantor does covenant with Grantee, its successors and assigns, that he/she is the owner of the lands described, herein, and has good right to sell and convey an easement in the manner and form, aforesaid.

IN WITNESS WHEREOF, The Grantor has signed this grant of right of way and easement this ____ day of _____, 2017.

OWNER:
Independent School District #31
Grantors:

In the presence of:

James A. Hess, Superintendent of Schools

STATE OF MINNESOTA)

) ss.

COUNTY OF BELTRAMI)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared

James A. Hess, in his capacity as Superintendent of Schools for the Independent School District #31, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as an authorized agent on behalf of the Grantor.

Notary Public

(SEAL)

IN WITNESS WHEREOF, The Grantor has signed this grant of right of way and easement this ____ day of _____, 2017.

In the presence of:

OWNER:
Independent School District #31
Grantors:

By:

As: Board of Education Chair

By:

As: Board of Education Clerk

STATE OF MINNESOTA)

) **ss.**

COUNTY OF BELTRAMI)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared

_____ and _____, in there capacity as Board of Education Chair and Clerk, respectively, for the Independent School District #31, known to me to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same as an authorized agent on behalf of the Grantor.

Notary Public

(SEAL)

Grantee/Purchaser of Easement:
Minnkota Power Cooperative, Inc.

By: _____
Its Representative

STATE OF NORTH DAKOTA)
)SS
COUNTY OF GRAND FORKS)

The foregoing instrument was acknowledged, before me,
this _____ day of _____, 2017,
by _____, its _____,

of Minnkota Power Cooperative, Inc., on behalf of the corporation.

Notary Public

(SEAL)