

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Independent School District No. 709, f/k/a the Board of Education of the City of Duluth, a public corporation and political subdivision under the laws of Minnesota, as Grantor**, for good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, does hereby grant unto Minnesota Power (legally incorporated as ALLETE, Inc., a Minnesota corporation), hereinafter "MP", its successors and assigns forever, the perpetual right, privilege, and easement to survey, construct, operate, maintain, use, rebuild, or remove electric power or communication lines or cables, consisting of poles, towers, structures, crossarms, guys, braces, anchors, wires, cables, conduits, counterpoises, fixtures, and other devices used or useful in the operation, maintenance, and use of said lines or cables, together with the right to locate, construct or reconstruct same at various voltages and dimensions at any time hereafter as MP shall deem useful or necessary, across, over, under or through the following described lands situated in **St. Louis County**, Minnesota; to-wit:

For legal description, see survey drawing labled "Exhibit A" and dated 5/10/15, by Norman B. Livgard, RLS of 6115 Wilderness Ridge, Saginaw, MN 55779, attached hereto and made a part hereof. Subject to prior easements, reservations and rights of record.

The easement conveyed by this document is eight feet by eight feet (8' x 8') as indicated on survey drawing attached hereto and made a part hereof and includes such additional width outside of the above distance as is necessary to accommodate guys, wires, anchors and any other necessary appurtenance. Grantor hereby acknowledges that the survey drawing legal description definitely and specifically describes the easement being acquired, and that said easement is of the minimum necessary for the safe conduct of the business for which this easement is granted.

The grant of easement herein contained shall also include the right of MP to have reasonable access to said strip of land across the property of the Grantors adjacent thereto, said access to be designated by the Grantor within a reasonable time upon request by MP, its contractor, agents, or assigns.

The grant of easement herein contained shall include the right to enter upon the property of the Grantor to remove from said strip of land and dispose of any structures or objects, except fences and patios, which in the opinion of MP will interfere with said lines, together with the right to cut and dispose of all dead, weak, leaning, or dangerous trees outside of the above-stated width, from time-to-time, whenever necessary to the proper protection of said lines, that are tall enough to come within five feet of striking the wires in falling.

The grant of said easement shall include the right to enter and locate upon the property of the Grantor equipment necessary to ground fences, structures, buildings, or any other structure which may require grounding for safety purposes.

Grantor reserves the right to cultivate, use and occupy said land, except that without the prior written approval of MP, the Grantor shall not bury or place in the ground any object, nor plant any trees thereon, nor erect any structures, hay or straw stacks, or other objects permanent or temporary, except fences,

and in the event that said lines or cables are placed beneath the surface, Grantor shall seek prior written approval from MP prior to any digging to a depth of more than two feet within the easement area.

MP shall pay for all damages to crops, fences, livestock, roads, and fields caused by the construction or maintenance of said lines, excepting and excluding trees within the easement area.

Grantor shall covenant with MP, its successors, and assigns, that Grantor is the owner of the lands described herein and has the right to sell and convey an easement in the manner and form aforesaid.

It is understood that the right, privilege, and easement hereby granted shall extend only to the interest or interests of the Grantor herein named; and the provisions hereof shall extend to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.

This instrument was drafted by Minnesota Power, 30 West Superior Street, Duluth, MN 55802.

This instrument is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument this ____ day of May, 2015.

Independent School District No. 709

By: _____
Judy Seliga Punyko
Its: Board Chair

By: _____
Rosie Loeffler-Kemp
Its: Board Clerk

State of Minnesota)
) ss.
County of St. Louis)

The foregoing instrument was acknowledged before me this ____ day of May, 2015 by

Judy Seliga Punyko and Rosie Loeffler-Kemp, the School Board Chair and Clerk of **Independent School District No. 709**, a public corporation and political subdivision under the laws of Minnesota, on behalf of the corporation.

By: _____
Notary Public