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PINE RIVER COUNTRY CLUB

17-03-01-00700-1-10

Crow Wing Cooperative Power & Light Company  
Brainerd, Minnesota

# RIGHT-OF-WAY EASEMENT

**Grant of Easement:**

For good and valuable consideration, the sufficiency of which is hereby acknowledged by me, I (the property owner(s) and spouse(s), if any) hereby grant unto Crow Wing Cooperative Power & Light Company (hereinafter the "Cooperative"), a corporation, its successors and assigns, a right-of-way easement over, under, through, across and upon a portion of the real estate, now owned by me, located in the County of Cass State of Minnesota, (hereinafter the "property") and described as follows:

(Must be exact legal description from deed.)

Subdivision Name GOLF VIEW ESTATES  
Sec 36 Lot \_\_\_\_\_  
Twp. 138N Block \_\_\_\_\_  
R. 30W Government Lot \_\_\_\_\_

The Cooperative and I agree that we have the following rights, duties, and obligations concerning this easement:

**Purpose of Easement:**

This easement is for the purpose of constructing, operating, maintaining, repairing, relocating, or reconstructing overhead and/or underground lines for electric distribution.

**Location of Underground Cable, Underground Apparatus, Overhead Wires and Poles:**

All underground cable, underground apparatus, overhead wires and poles shall be located across the property along a line to be established by the Cooperative as agreed upon by the Cooperative and me, and the Cooperative may do all things necessary or desirable in locating such lines. A sketch indicating the general location of the line appears on reverse if box at left is checked. After the line is established, this easement shall be limited to the width set forth in the following paragraph. If at any time after the laying of said cable or the setting of said underground apparatus or the setting of said pole or poles or the stringing of said overhead wires I shall request such cable, apparatus, wire, pole or poles to be moved, the cost of such moving shall be paid by me.

**The Cooperative's Right to Clear and Maintain the Right-of-Way:**

The Cooperative shall have the right to clear, remove and otherwise maintain the right-of-way of trees, brush, stumps, offending trees, and other obstructions as follows: (a) to a width of 10 feet for an underground right-of-way; (b) to a width of 20 feet for an overhead right-of-way for primary wire (7.2 KV to 25 KV); and (c) to a width of 10 feet for an overhead right-of-way for secondary wire (110 to 480 volts), with said clearance to continue to a maximum of 100 feet above said lines and 10 feet under said lines. The Cooperative shall have the right to maintain such right-of-ways to the extent the Cooperative determines to be necessary.

**The Cooperative's Duty to Restore:**

Upon any construction or maintenance of the right-of-way by the Cooperative, the Cooperative agrees to restore the property as nearly to its original condition as may be practical. The grades over and under the right-of-way, shall be established as those existing following original construction. If grade changes are made by me, my employees or successors in interest making it necessary for the Cooperative to relay or relocate any portion of cable, apparatus, overhead wires, or poles, the cost of such work shall be paid by me or my successors (the property owner at that time), as shall the cost of any repairs to the cable, apparatus, wires, or poles, through accidental "Dig-ins" or otherwise, per policies of the Cooperative.

**The Cooperative's Right to Remove Buildings and Obstructions:**

The Cooperative shall have the right to remove any building, structures or obstructions of any kind or description which may be built or placed on an underground or overhead right-of-way at my expense, assuming that such building and structures are constructed on the right-of-way after the original installation of the line.

**My Right to Request Relocation of a Line:**

In the event that I wish to construct a building, structure, or place an obstruction, the Cooperative, upon receiving my written request, shall move the line to a place which in the opinion of the Cooperative will be convenient to the continuation of said service at my expense.

**Restrictions on Location of Towers or Antennas:**

I shall not construct any tower or antenna, be it TV, radio or any other type, which if it should fall could fall across the lines of the Cooperative thereby causing damage or interference to the Cooperative's lines, poles, or other apparatus. If such a tower or antenna is constructed, the Cooperative may remove that tower or antenna at my expense.

**Restrictions on Attachment of Objects to Cooperative Wires or Apparatus:**

I will not under any circumstances attach any object of any kind or description to the overhead wires, cables, poles, underground cables or underground apparatus installed by the Cooperative. If this provision is violated by me, the Cooperative has the right to remove any objects of any kind or description at my expense.

**Cooperative's Right of Access:**

The Cooperative shall have the right of access across my property to such right-of-way from the most readily accessible public road or driveway for the purpose of maintaining the electric distribution lines.

**My Warranties:**

I warrant that I have granted no other easements for underground facilities which would conflict with this easement. I warrant that I am the owner of the property, and that the property is free and clear of all mortgages, liens, or encumbrances, except as follows:

**Easement to Run With Land:**

This grant of easement shall run with the land and shall inure the benefit of the parties hereto, their heirs, successors, or assigns.

**Definitions:**

In this document, I, me, my, and the property owner refer to the owner(s) (and spouse(s), if any) signing below and my/their successors, heirs and assigns.

IN WITNESS WHEREOF, the property owner has hereunto set his hand this 14<sup>th</sup> day of December 19 90

John A. Linkstean (Owner) \_\_\_\_\_ (Spouse, if any) \_\_\_\_\_

STATE OF MINNESOTA )  
Crow ) SS  
COUNTY OF Itasca )

On this 14<sup>th</sup> day of Dec 19 90, before me a notary public within and for said County, personally appeared John A. Linkstean Crow Wing Cooperative Power & Light Company Pine River Country Club

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

This instrument was drafted by \_\_\_\_\_  
Crow Wing Cooperative Power & Light Company  
P.O. Box 507, Highway 37, North Brainerd, MN 56401

Notary Public: Crow Wing County, MN  
My Commission expires Sept 1, 1994



