

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpco.com

November 4, 2014



Independent School District 548
Attention: Deb Wanek, Superintendent
PO Box 642
310 S. Broadway
Pelican Rapids, MN 56572

RE: RIGHT OF WAY EASEMENT TO FOR NEW LINE ON PROPERTY

Dear Ms. Wanek,

I am enclosing a set of original easements for an underground distribution line to serve you on your school building project located on the Blyberg Addition to Pelican Rapids.

This easement needs to be signed by two officers/board members of your School District in front of a Notary Public. **Please keep one copy of each for your files and return the other copy to me for our records in the enclosed stamped, self-addressed envelope.**

Thank you for your help. If you have any questions regarding this matter, please contact me at 218-739-8823 or 218-770-2584 (cell).

Sincerely,

A handwritten signature in cursive script that reads "Karen Mostue".

Karen Mostue
Land Rights and Permitting Department

Enclosures

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
OTTER TAIL POWER COMPANY
215 SOUTH CASCADE
FERGUS FALLS, MN 56537
218-739-8200

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

Easement No.
W.O. No. 127044

ELECTRIC LINE EASEMENT

The undersigned, Independent School District No. 548 of Minnesota (whether individually or collectively, hereafter "**Grantor**") for good and valuable consideration paid to Grantor by **Otter Tail Power Company**, a Minnesota corporation, of Fergus Falls, Minnesota, ("**Grantee**") does hereby grant to Grantee, and its successors and assigns, a perpetual and irrevocable easement (the "**Easement**") to construct, operate, maintain, use, upgrade, rebuild, relocate or remove an electric line facility with one or more circuits, with all towers, structures, poles, foundations, cross-arms, cables, wires, anchors, guys, supports, counterpoises, fixtures, and equipment related to said electric line facility, together with communication equipment relating to the operation of such electric lines (collectively, the "**Electric Line**") through, over, under and across the certain lands situated in the County of Ottertail, State of Minnesota, described on the attached Exhibit A (the "**Premises**"). The Easement **shall** be limited to that certain part of the Premises described on the attached Exhibit B (the "**Easement Area**").

Grantor hereby grants to Grantee an easement to enter upon the Premises to survey for and locate the Electric Line. Grantor hereby grants to Grantee an easement for ingress and egress over and across the Premises to the Easement Area, by means of existing field roads and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by Grantee in its reasonable discretion. The Grantor hereby grants to Grantee a temporary easement for use by Grantee of the Premises adjacent to the Easement Area from time to time during construction, repair, replacement or upgrade of the Electric Line. All Electric Lines installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Grantor shall not erect any buildings, structures or other objects, permanent or temporary, upon the Easement Area. Grantor further agrees not to plant any trees within the Easement Area without the prior express written approval from Grantee, nor to perform any act which will interfere with or endanger the Electric Line. Grantor hereby grants to Grantee the right to remove any trees that are located within

the Easement Area, and further grants to Grantee the right to trim or remove any tall or leaning trees that are located adjacent to the Easement Area which may interfere with or otherwise endanger the Electric Line by falling thereon or by otherwise striking the Electric Line.

Grantor reserves the right to cultivate, use and occupy the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein. Grantor reserves the right to dedicate and have or permit to be improved, maintained, and used for the purposes of streets, curbs and gutters, sewers, water and

underground utilities (hereinafter called "**Improvements**"), the portion of said Easement Area not occupied by the structures supporting Grantee's electric system, provided that said Improvements do not in the opinion of Grantee impair the structural or electrical integrity of, or ability to maintain, said electric system or materially alter the existing ground elevations; and provided further that all such Improvements shall not result in a ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code and any other applicable laws or regulations or other codes in effect from time to time. Grantor, its agents or assigns must submit plans of Improvements or other installations within the Easement Area for review, compliance and written approval by the Administrative Agent for Grantee prior to installation of the proposed Improvements. Any such notifications shall be sent to Otter Tail Power Company's Supervisor, Land Rights and Permitting at Grantee's address: 215 South Cascade Street, Fergus Falls, MN 56537, unless Grantee provides written notice to Grantor otherwise.

The term of this instrument and the easements and other rights granted herein is perpetual.

Grantee shall have the right to assign all or any portion of the easements, this instrument, or the Electric Line on either an exclusive or nonexclusive basis to one or more entities. Upon such assignment, Grantee may appoint an administrative agent for Grantee (the "**Administrative Agent**"). The Administrative Agent may be designated to act on behalf of Grantee for certain matters relating to this instrument. The Grantee shall notify Grantor if an Administrative Agent is appointed. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent that a new Administrative Agent has been appointed.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to convey easements as set forth herein.

The easements and covenants contained in this instrument shall run with and against the Premises. It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the laws of the state in which the Premises is located.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 20____.

GRANTOR

Name:
Title:

Name:
Title

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public,
personally appeared _____ and _____
_____, who being each by me duly sworn did say that they are, respectively, the _____
_____ and the _____, of the
Independent School District No. 548 of Minnesota, the corporation named in the foregoing
instrument, and that said instrument was executed in behalf of the corporation and they
acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

**EXHIBIT A
THE PREMISES**

LOT 9 BLOCK 1 BLYBERG'S ADDITION TO PELICAN RAPIDS

**LOTS 9, 10, 13 14, 15, 16, 17, 18, 19, 20, & 21 ALL IN BLOCK 6 BLYBERG'S ADDITION
TO PELICAN RAPIDS**

**LOTS 1, 10, 12 & 13 ALL IN BLOCK 10 BLYBERG'S ADDITION TO PELICAN
RAPIDS**

**EXHIBIT B
THE EASEMENT AREA
Exhibit Attached**

A Twenty foot (20') strip for an underground electric line

Ten (10) feet on either side of a centerline for an underground electric line commencing at the southwest corner of said Lot 9, Block 1; thence on an assumed bearing South 89 Degrees 24 minutes 01 seconds East for a distance of 12.17 feet to the POINT OF BEGINNING of the line to be described; thence South 21 degrees 24 minutes 21 seconds East for a distance of 73.87 feet; thence South 35 degrees 11 minutes 18 seconds West for a distance of 142.79 feet; thence South 16 degrees 23 minutes 06 seconds West for a distance of 75.09 feet; thence South 81 degrees 06 minutes 37 seconds East for a distance of 107.49 feet; thence North 88 degrees 43 minutes 57 seconds East for a distance of 47.95 feet; thence South 27 degrees 39 minutes 25 seconds East for a distance of 44.10 feet and there TERMINATING.

Together with:

Ten (10) feet on either side of a centerline for an underground electric line commencing at the northeast corner of said Lot 1, Block 10; thence on an assumed bearing South 76 degrees 54 minutes 02 seconds West for a distance of 168.60 feet to the POINT OF BEGINNING of the line to be described; thence South 33 degrees 25 minutes 39 seconds West for a distance of 171.96 feet; thence North 25 degrees 05 minutes 44 seconds West a distance of 37.30 feet; thence North 08 degrees 12 minutes 02 seconds East a distance of 42.47 feet; thence South 09 degrees 23 minutes 30 seconds East a distance of 153.23 feet and there TERMINATING.

PELICAN RAPIDS, MN - I.S.D. NO. 548

Exhibit B

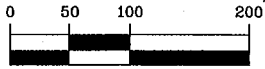
UNDERGROUND ELECTRIC LINE EASEMENT

BLYBERG'S ADDITION TO THE CITY OF PELICAN RAPIDS, MN

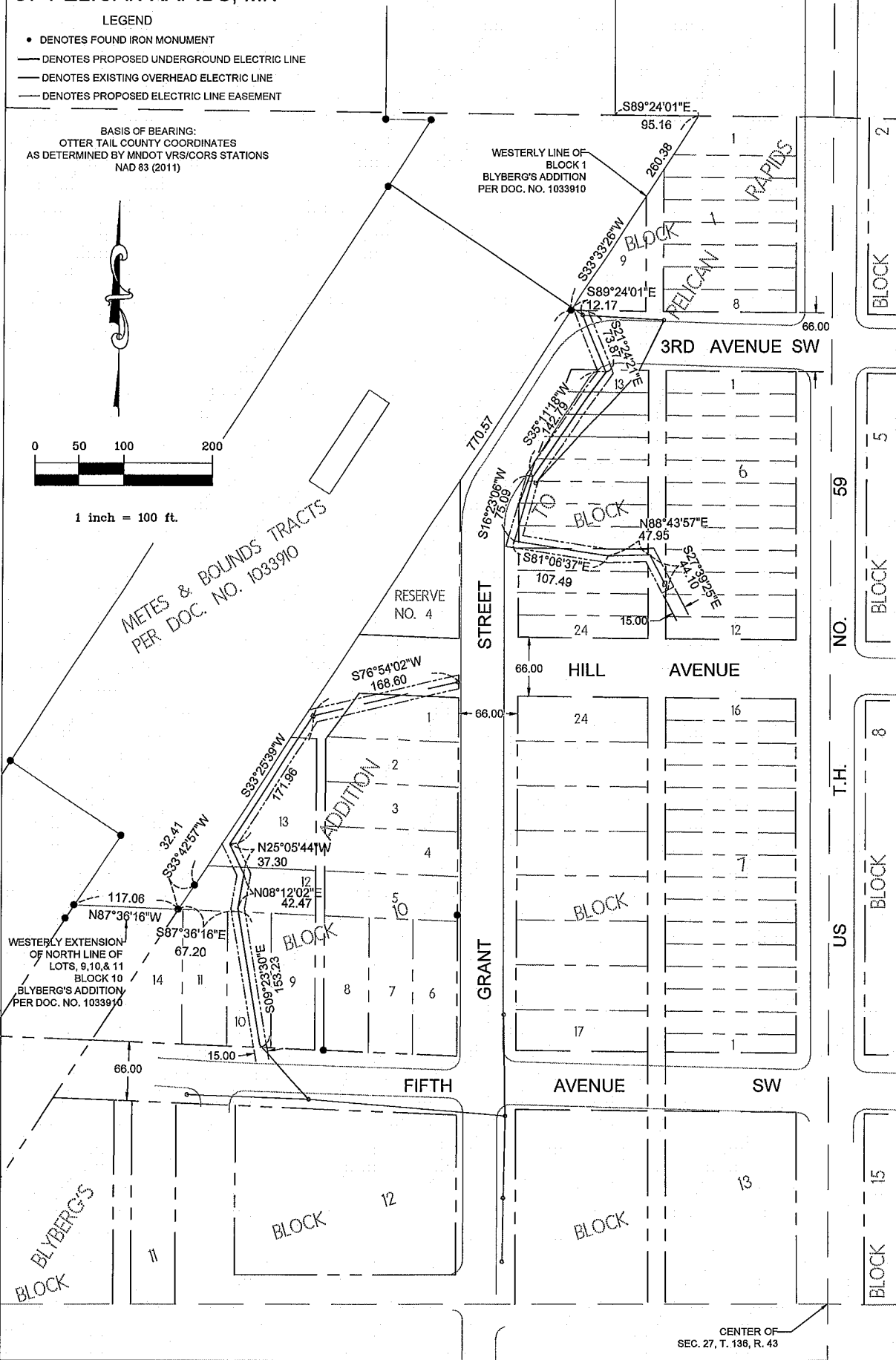
LEGEND

- DENOTES FOUND IRON MONUMENT
- DENOTES PROPOSED UNDERGROUND ELECTRIC LINE
- DENOTES EXISTING OVERHEAD ELECTRIC LINE
- DENOTES PROPOSED ELECTRIC LINE EASEMENT

BASIS OF BEARING:
 OTTER TAIL COUNTY COORDINATES
 AS DETERMINED BY MNDOT VRS/CORS STATIONS
 NAD 83 (2011)



1 inch = 100 ft.



CENTER OF
 SEC. 27, T. 136, R. 43