




Kandiyohi Power Cooperative

Your Touchstone Energy* Partner 

8605 47th ST NE
PO Box 40
Spicer, MN. 56288-0400
320-796-1155 * 800-551-4951
Fax 320-796-0620

RIGHT OF WAY EASEMENT

Location # _____
Account # _____

We, the undersigned, and owner, _____ (unmarried)

(husband and wife) for a valuable consideration, do hereby grant unto Kandiyohi Power Cooperative, a cooperative corporation (hereinafter called the "Cooperative") whose post office address is 8605 47th Street NE, Spicer, Minnesota 56288, and to its successors or assigns, the perpetual right to enter upon the lands of the of the undersigned, as necessary, situated in the County of _____ State of Minnesota and more particularly described as follows:

(Legal Description Here)

The purpose of this perpetual easement is to construct, operate and maintain an eclectic distribution line on or under the above describe lands and/or in, upon or under all street, roads or highways abutting said lands; to insect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including by way of example and not be way limitation, the right to increase or decrease the number of conduits, wires, cables, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth of trees and shrubbery that have branches within 10 feet of the center line of said electric line, or that may interfere with or threaten to endanger the operation and maintenance of said line (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of controls employed);to keep the easement clear of all buildings, structures or other obstructions as specified in the National Safety Code, and to license, permit or otherwise agree to the joint use of occupancy of the line, system or, if any said system is placed underground in the trench and related underground facilities, by other person, association or corporation.

For the purpose of inspecting, maintaining or operating its facilities, the Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public or private roads and easement, such right to be exercised so as to cause the least practicable damage and inconvenience to Owner.

The undersigned agree that all poles, wires and other facilities including any main service equipment, installed in, upon the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

_____ X _____
Date
_____ X _____
Date