

ELECTRIC EASEMENT

KNOW ALL BY THESE PRESENTS, That the undersigned, hereinafter called "Grantor", in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **NORTHERN STATES POWER COMPANY**, a Minnesota Corporation, the receipt and sufficiency whereof is hereby acknowledged, do hereby, grant unto said Company its successors and assigns, hereinafter called "Grantee", an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its facilities for the transmission and distribution of electrical energy, including the necessary poles, wires, guys, stubs, electric cables, conduits, vaults, pedestals, manholes and facilities related and appurtenant thereto, over, across, under and upon the following described land situated in the County of **Ward**, State of North Dakota, (hereinafter called "Property") to-wit:

South 100 feet of Lot 1, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

AND

Lot 2, less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND

Lot 3, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

Except for the right of access, tree trimming and temporary working area, said easement shall be limited to that part of the Property (hereinafter called "Easement Area") described as follows:

The North 10.00 feet of the South 100 feet of Lot 1, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

AND

The South 10.00 feet of the North 20.00 feet of Lot 2, less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND

The South 10.00 feet of the North 60.00 feet of Lot 3, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

The grant of easement herein contained shall also include the right of reasonable access to said easement across the Property for the purpose of exercising the rights granted herein, together with the right to remove from Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee's opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof. The grant of easement herein contained shall also include the right of reasonable use of the Property adjacent to the Easement Area by Grantee for tree trimming purposes and for temporary construction area during construction, repair or replacement of said electric facilities.

Except as otherwise provided herein or in any Underground Distribution Agreement between the Grantor and Grantee covering the above described Property, Grantee shall, after installation of the above described electrical facilities, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said electrical facilities.

The grant herein contained shall also include the right of Grantee to permit the joint use of overhead facilities and joint undergrounding with public utility and cable television companies.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, his personal representatives, heirs, successors and assigns.

The Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation any additional documents needed to correct the legal description of the easement area to conform to the right of way actually occupied by the electric lines.

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

This instrument is exempt from the Minnesota Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the _____ day of _____, 2018.

City of Minot

Name: _____
Title: _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ its _____ of the City of Minot, a North Dakota municipal corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, 6A
Minneapolis, MN 55401
2018.0354

EXHIBIT "A"

ELECTRIC EASEMENT

Over and across the following property:

South 100 feet of Lot 1, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND Lot 2, Less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND Lot 3, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

The easement area is described as follows:

The North 10.00 feet of the South 100 feet of Lot 1, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND The South 10.00 feet of the North 20.00 feet of Lot 2, Less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND The South 10.00 feet of the North 60.00 feet of Lot 3, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota

