

DOCUMENT NO. 113844.

TRANSMISSION LINE EASEMENT

OFFICE OF REGISTER OF DEEDS
STATE OF MINNESOTA
County of Hubbard

I hereby certify that the within instrument was filed in this office for record on the 23rd day of November A. D. 1964 at 4 o'clock P. M.

Bertrice Olinger, reg.
Bertrice Olinger Register of DeedsTRANSMISSION LINE EASEMENT

This grant is made this 3rd day of March, 1964, by the COUNTY OF HUBBARD, State of Minnesota, hereinafter referred to as the Grantor to MINNESOTA POWER & LIGHT COMPANY, Duluth, Minnesota, hereinafter referred to as the Grantee.

RECITALS

1. This easement is granted pursuant to the provisions of MSA, Section 282.04 Subdivision 4, which authorizes the County Auditor to grant easements on unsold tax-forfeited land.
2. The Grantee desires to obtain an easement for transmission line purposes and the Grantor desires to grant such an easement with respect to the property described below.
3. The Hubbard County Board of Commissioners, by resolution dated the 3rd day of March, 1964, has prescribed the terms set forth below.

NOW THEREFORE, in consideration of the premises and the terms hereinafter set forth, the Grantor hereby grants unto the Grantee and its assigns until terminated as hereinafter provided full right and authority to enter at any time upon the parcel hereinafter described and at the locations described in the plat thereof which is attached hereto and made a part hereof, and from time to time to erect, maintain, repair, rebuild, operate and patrol one or more transmission lines, including the right to erect poles and other transmission line structures, wires, cables, and any necessary appurtenances, the right to clear said tract and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I

Said easement is granted with respect to the following described parcels of unsold tax-forfeited land situated in Hubbard County, Minnesota:

- 1 -

The Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ -NW $\frac{1}{4}$), and Lot 4 (or the Northwest Quarter of the Northwest Quarter) of Section 4, Township 140 North, Range 32 West

II

The Grantee before entering upon the premises shall pay to the Grantor the sum of Ten Dollars (\$10.00) per acre. The Grantee shall clear said tract of trees and brush and as progress is made therein the Grantor shall be advised and it shall cause the timber to be scaled and the Grantee shall pay the Grantor for such timber a price, to be determined by the Hubbard County Land Commissioner.

III

The Grantee shall comply with all laws, regulations, and municipal ordinances affecting said lands or the area in which they are situated. The Grantee shall keep said tract in a neat and orderly condition and shall remove all refuse and debris that may accumulate thereon. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall pay the Grantor for any damage resulting from the improper use of said tract or in gaining access thereto or egress therefrom, and shall hold the Grantor harmless from all claims or damage to the person or the property of others arising out of the use of said strip or in gaining access thereto or egress therefrom.

IV

The Grantee will pay when due all taxes levied against said tract or the improvements thereon.

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V

The use of these lands by the Grantee in constructing or maintaining the lines for which this easement is granted, shall be subject to the use, sale or leasing for mineral or other legal purposes thereof by the Grantor; and these lands may be sold or leased for mineral or other legal purposes by the Grantor, the sale or lease being made subject to this easement, all rights granted by this easement being excepted from the conveyance or lease.

VI

This easement may be cancelled for any substantial breach of the terms hereof, or if at any time the Hubbard County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after 90 days' written notice addressed to the Grantee at its last known address. Upon the termination of this easement the Grantee shall remove all its poles and other property from and vacate said lands within ninety (90) days; if such poles and property are not removed within such time, time being of the essence, the same shall become the property of the Grantor.

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(Continued from Page 482)

VII

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

VIII

This easement shall not be assignable except upon written consent of the Grantor and it shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

IN TESTIMONY WHEREOF, the County Auditor of the County of Hubbard, State of Minnesota, has affixed his hand and seal this 3rd day of March, 1964.

WITNESSES:

COUNTY OF HUBBARD
State of Minnesota

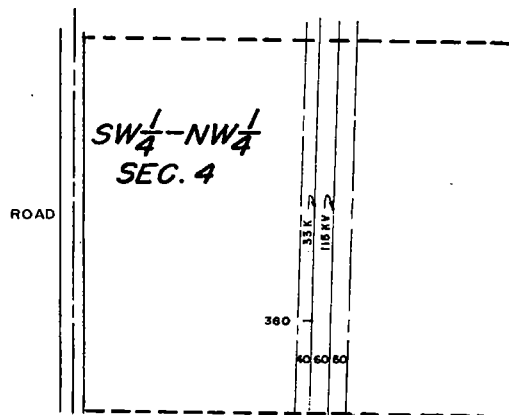
By Dell Leaman
County Auditor
Hubbard County, Minnesota

(SEAL) Yes

STATE OF MINNESOTA)
COUNTY OF HUBBARD) ss.

On this 3rd day of March, 1964, before me, a Deputy Auditor within and for said county, personally appeared Dell Leaman Auditor of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to the statutes in such case made and provided.

Mildred Beimdiek
Deputy Auditor



DRAWN BY	CHJ
TRACED	RAJ
CHECKED	CHJ
CORRECT	CHJ

N

115 KV. TRANSMISSION
33 KV. DISTRIBUTION
THROUGH

SW 1/4 — NW 1/4 SEC. 4
T. 140 N. — R. 32 W.

MINNESOTA POWER & LIGHT CO.
DULUTH, MINNESOTA

SCALE: 1" = 400'

APPROVED:

FEB 5, 1964
CHIEF ENG.

HUBBARD CO.

MA-19448

INSTRUMENT NO. 113844 Continued.

(Continued from Page 482)

VII

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

VIII

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IN TESTIMONY WHEREOF, the County Auditor of the County of Hubbard, State of Minnesota, has affixed his hand and seal this 3rd day of March, 1964.

WITNESSES:

COUNTY OF HUBBARD
State of Minnesota

By Dell Leaman
County Auditor
Hubbard County, Minnesota

(SEAL) Yes

STATE OF MINNESOTA)
COUNTY OF HUBBARD) ss.

On this 3rd day of March, 1964, before me, a Deputy Auditor within and for said county, personally appeared Dell Leaman Auditor of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to the statutes in such case made and provided.

Mildred Beimdiek
Deputy Auditor

ROAD

LOT-4
SEC. 4

300

33KV
115 KV

1060 80

UNDRAWN BY	CHJ
TRACED	RAJ
CHECKED	CHJ
CORRECT	

N

115 KV. TRANSMISSION
33 KV. DISTRIBUTION
THROUGH

LOT - 4 SEC. 4
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