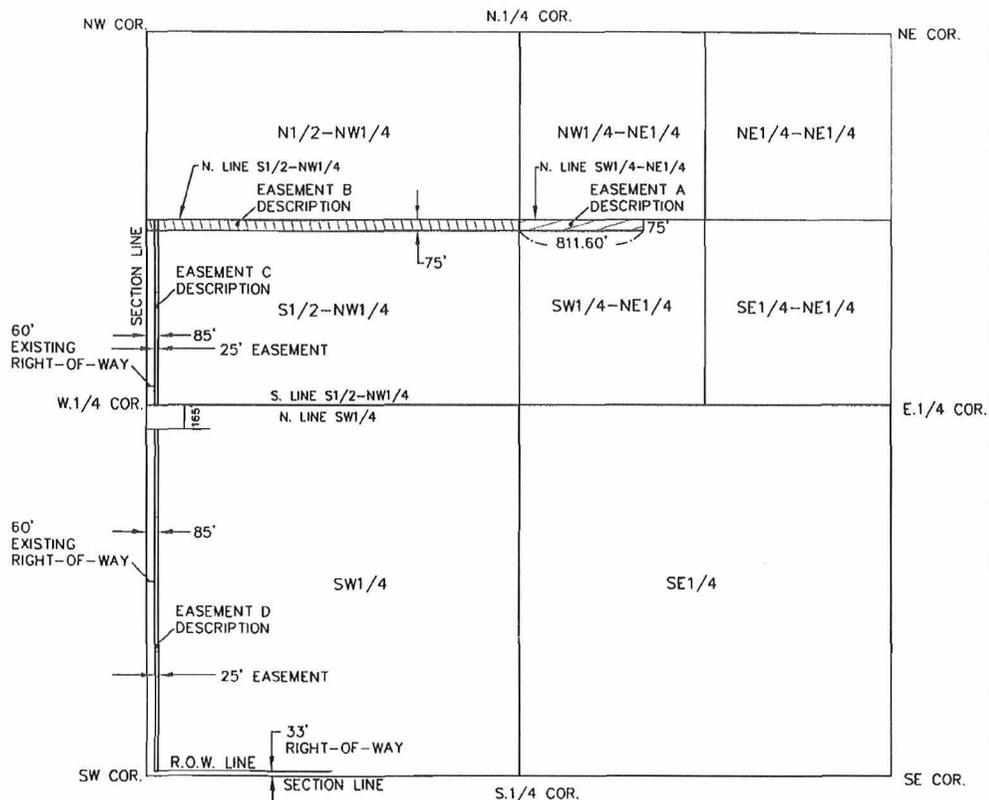


**APPENDIX C**

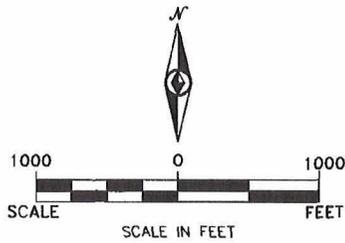
**ROUTE INFORMATION**

# C.1 Grant of Easement

## UTILITY EASEMENTS SECTION 17-111-41 LYON COUNTY, MINNESOTA



EASEMENT AREAS  
 EASEMENT A = 1.40 ACRES  
 EASEMENT B = 4.57 ACRES  
 EASEMENT C = 0.76 ACRES  
 EASEMENT D = 1.41 ACRES



**EASEMENT A DESCRIPTION:**  
 The North 75 feet of the West 811.60 feet of the SW1/4-NE1/4 in Section 17, Township 111 North, Range 41 West of the 5th P.M., Lyon County, Minnesota.

**EASEMENT B DESCRIPTION:**  
 The North 75 feet of the S1/2-NW1/4, in Section 17, Township 111 North, Range 41 West of the 5th P.M., Lyon County, Minnesota.

**EASEMENT C DESCRIPTION:**  
 The East 25 feet of the West 85 feet of the S1/2-NW1/4, in Section 17, Township 111 North, Range 41 West of the 5th P.M., Lyon County, Minnesota.

**EASEMENT D DESCRIPTION:**  
 The East 25 feet of the West 85 feet of the SW1/4, EXCEPT the North 165 feet thereof, AND EXCEPT the South 33 feet thereof, in Section 17, Township 111 North, Range 41 West of the 5th P.M., Lyon County, Minnesota.

**DGR**

DeWild Grant Reckert & Associates Co.  
 Rock Rapids, Iowa 712-472-2531  
 Sioux City, Iowa  
 Sioux Falls, South Dakota

Date 2-3-05  
 Drawn By KDJ  
 Approved KDJ  
 Revised 7-10-05  
 CHANGED EASEMENT B

PROJECT NO. 420500

DWG. NO. P:\04\205\00\420500\DWG\EASEMENTS.DWG

170324

OFFICE OF COUNTY RECORDER  
LYON COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR  
RECORDED ON  
03/26/2007 08:45AM

JEANINE M. BARKER  
COUNTY RECORDER

BY *Julie J. Allerton*  
DEPUTY

**GRANT OF EASEMENT**  
**(75 Ft. Permanent)**

THIS AGREEMENT, made and entered into this 23rd day of March, 2007, by and between **Donald J. DeLanghe and Teresa M. DeLanghe**, husband and wife, Grantors, and the **City of Marshall**, by and thru Marshall Municipal Utilities, a municipal corporation, Grantee

WITNESSTH:

For and in consideration of the sum of One and No/100 (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors give and grant to Grantee, its successors, employees and assigns, the right to enter upon and occupy, and to install, operate and maintain transmission poles and overhead transmission lines and conductors, to be owned by the Grantee on the following described property:

**The North 75 feet of the West 811.60 feet of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section Seventeen (17), township One Hundred Eleven (111) North, Range Forty-one (41) West of the 5<sup>th</sup> P.M., Lyon County, Minnesota.**

And

**The North 75 feet of the South Half of the Northwest Quarter (S ½ NW ¼), in Section Seventeen (17), township One Hundred Eleven (111) North, Range Forty-one (41) West of the 5<sup>th</sup> P.M., Lyon County, Minnesota.**

Transmission poles shall be installed no more frequently than every 250 feet. Poles shall be located within the easement area as close to the north line of the easement as permitted by law. The transmission line will be 115 KV and shall be designed and permitted to be double circuited on one pole structure.

Grantee shall have the right to attach overhead 15KV distribution lines to the transmission poles or to place underground at a depth of not less than 48 inches, underground 15KV or 34.5 KV class electrical lines. In the event that the Grantors, Grantee, or any successor, employee or

Kel. 232-270  
#081808

assigns of Grantor performs excavation or other activities within 10 feet of the Grantees underground distribution lines, it is acknowledged, that upon the request of the Grantor, Grantee, or its successors, employees or assigns shall do all necessary work within 10 feet of the underground distribution line at no cost to Grantors when said work is required to cross the Grantees under ground distribution line. Grantors agree to notify Gopher State "One Call" 24 hour telephone number in the event that Grantor will be crossing the underground installed facilities of the Grantee. The telephone number for the Gopher State "One Call", as of the date of execution of this agreement, is 1-800-252-1166.

Grantee, its successors, employees and assigns, shall not cause Grantors to incur any expense due to Grantee's facilities, if Grantors shall develop the land adjacent to the easement property as above-described. Grantee reserves the right to mitigate any such expense at Grantee's discretion.

For the same consideration recited above, the Grantors for themselves, their executors, administrators, and assigns, give and grant to Grantees, their successors, employees and assigns, the right in perpetuity, to maintain, operate, and use said transmission poles and overhead transmission lines or underground electrical lines as described above, and when deemed necessary by Grantees, to repair, replace and/or rebuild the same.

In the event that the Grantee, its agents, successors, employees or assigns, shall damage a growing crop on Grantor's property, it is agreed that Grantor will be entitled to liquidated damages in an amount equal to three times the average annual yield for said parcel for the amount of crops damaged in any given year. Average yield will be a three year average for the parcel in question based upon the Grantor's yield records. The amount of acres damaged, if not mutually agreed upon by the parties, will be determined by Deutz Auctioneers, or other qualified agricultural and commercial appraiser.

In the event the Grantee damages any field tile, Grantee shall repair the damage as soon as practicable. Ditches and waterways shall not be filled in without the consent of Grantor.

In the event the Grantee does in fact damage any of the Grantor's crops, field tile or soil, the Grantee will be responsible for repairing all damaged items including but not limited to fences, gates, field tile, grating, decompaction, plowing, disking and seeding.

As an essential part of the consideration herein and by the acceptance of the grant of easement, said Grantee its successors, employees and assigns, further take said easement, subject to the condition and thereby covenants that upon the initial construction, improvement or repair of said transmission poles or overhead transmission lines or underground electrical lines, that it will restore and return said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

The Agreement herein as set-out, shall be construed as a covenant running with the remainder of the lands owned by the Grantors, and is binding upon said Grantors as the owner of said lands, and for Grantors, their heirs, executors, administrators, and assigns, anyone claiming under them, or any of them, as owners or occupants thereof.

The Grantors shall not be responsible for any damage to any of the Grantee's structures, installations, or interruption of electric service, except damage or interruptions of service arising out of intentional acts by the Grantors or their agents. The Grantee shall be responsible to the

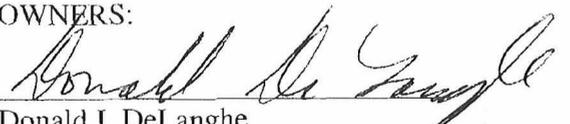
Grantors for any damage Grantee causes to any of the Grantor's property and facilities including but not limited to, structures, fences, or tile lines, which may occur, due to the Grantee's construction, maintenance and/or repair of its structures or installations. The Grantee shall bear full responsibility for their use and enjoyment of the property, as described in the Contract, and shall hold the Grantors harmless for any claims or damages to persons or premises resulting from Grantee's use, operation, and possession of the easement premises.

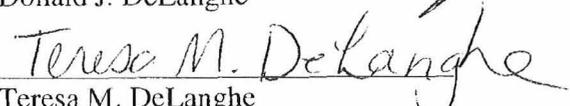
During the life of this easement, when asked by the Grantor, Marshall Municipal Utilities will provide used well casing pipe, wood and metal utility poles, as available, at no cost, FOB the utility stock pile on County Road #33. In 2007, there will be steel poles removed from Main St. and would be available to Mr. DeLanghe.

This Grant of Easement amends and supersedes that certain Grant of Easement dated and recorded July 15, 2005, in the office of the Lyon County Recorder as Document No. 160911. In consideration of this Grant of Easement, the parties have executed a separate agreement, contemporaneously herewith, to provide terms and conditions for compensation by Grantee to Grantor, its successors or assigns, for possible crop loss and/or soil damage.

IN WITNESS WHEREOF, the Grantors have hereto set their hands the date and year first above written.

OWNERS:

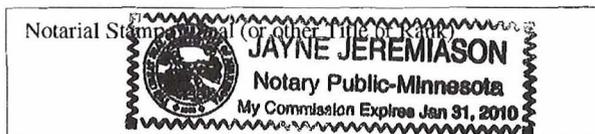
  
Donald J. DeLanghe

  
Teresa M. DeLanghe

STATE OF MINNESOTA

COUNTY OF LYON

The foregoing instrument was acknowledged before me this 23rd day of March, 2007, by Donald J. DeLanghe and Teresa M. DeLanghe, husband and wife, Grantors.



  
Signature of Person Taking Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:

By: Dennis H. Simpson  
City Attorney's Office  
109 South Fourth Street  
Marshall, MN 56258  
(507) 537-1441

**APPENDIX C.2  
AREA WILDLIFE**

Type	Species
Lake Fish	Carp
	Buffalo
	Bullhead
	Largemouth Bass
	Bluegill
	Walleye
	Yellow Perch
	Crappie
Waterfowl	Canada Goose
	Mallard
	Redhead
	Blue-wing Teal
	Wood Duck
Land Avian	Ring-necked Pheasant
	Gray Partridge
	Mourning Dove
	Sandhill Crain
	Songbirds
Mammals	Cottontail
	White Tailed Jackrabbit
	White Tailed Deer
	Fox
	Skunk
	Squirrel
Endangered Plant Comunities	Maple-Basswood Forest
	Glacial Till Hill Prairie
	Gravel Prairie
	Wet Blacksoil Prairie
	Mesic Blacksoil Prairie