

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. 104829

### ELECTRIC LINE EASEMENT

The undersigned, **Robert Loraff and Constance Loraff, husband and wife as joint tenants with right of survivorship and not as tenants in common**, of Ortonville, 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**") do 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, crossarms, 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 **Grant**, State of **South Dakota**, 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 6 day of MAY, 2015.

GRANTOR



Robert Loraff

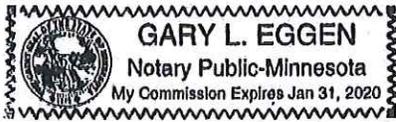


Constance Loraff

STATE OF Minnesota )  
 )SS  
COUNTY OF Bigstone )

On this 6 day of MAY, 2015 before me, a Notary Public, personally appeared **Robert Loraff and Constance Loraff, husband and wife as joint tenants with right of survivorship and not as tenants in common**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



GARY L. EGGEN  
Notary Public  
My Commission Expires: JAN 31 2020