

## Exhibit B

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across those parts of the Southwest Quarter of the Northwest Quarter of Section 2, Township 139 North, Range 36 West, Becker County, Minnesota, being 16.5 feet on each side of the following described centerline.

Commencing at the Northwest Corner of said Section 2, Township 139 North, Range 36 West, thence South 02 degrees 14 minutes 11 seconds West, 2187.34 feet (assuming a line between the Southwest Corner of Section 2, Township 139 North, Range 36 West, and the Northwest Corner of Section 2, Township 139 North, Range 36 West, bears North 02 degrees 14 minutes 11 seconds East) to the actual point of beginning of the easement centerline to be described;

thence North 83 Degrees 45 Minutes 14 Seconds East for 108.13 Feet;  
thence North 85 Degrees 12 Minutes 39 Seconds East for 97.33 Feet;  
thence South 82 Degrees 39 Minutes 41 Seconds East for 113.94 Feet;  
thence South 73 Degrees 11 Minutes 40 Seconds East for 203.80 Feet;  
thence South 67 Degrees 59 Minutes 08 Seconds East for 209.64 Feet;  
thence South 06 Degrees 10 Minutes 11 Seconds West for 85.92 Feet;  
thence South 10 Degrees 02 Minutes 12 Seconds East for 49.84 Feet;  
thence South 34 Degrees 11 Minutes 24 Seconds East for 82.39 Feet;

to the South line of the Southwest Quarter of the Northwest Quarter of Section 2, Township 139 North, Range 36 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said West and South lines.

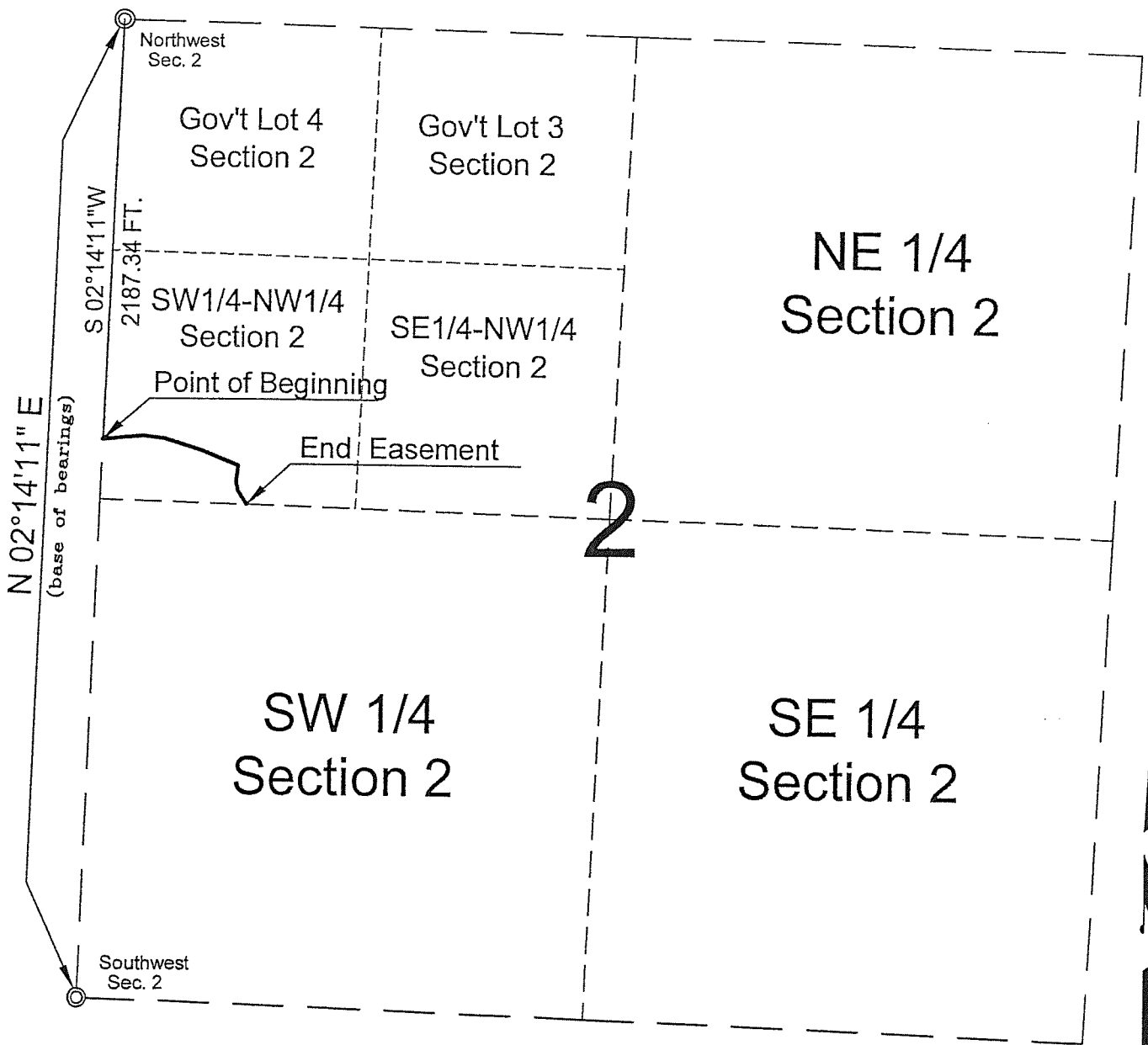
"EXHIBIT B" CONTINUED

# ROADWAY EASEMENT

A 33.00 foot easement across an existing road for ingress, egress, and utility purposes over, under and across those parts of:

Southwest Quarter of the Northwest Quarter of Section 2, Township 139 North, Range 36 West, Becker County, Minnesota

See Attached "EXHIBIT B" for Course Details.



By acceptance hereof, Grantee: (a) acknowledges and agrees that Grantor has conducted and will continue to conduct upon its property natural resource management activities and other uses, including but not limited to harvesting of timber, hunting and recreation leases, herbicide use, etc.; (b) acknowledges and agrees that Grantor has reserved for itself the right to make use of the easement for any and all purposes as it from time to time sees fit, so long as such uses do not unreasonably interfere with the rights granted herein, and shall have the unrestricted right to use and cross any roadway located within the easement, but shall have no obligation to repair or maintain any roadway located within the easement; and (c) covenants and agrees that Grantor shall not be liable to Grantee for any injury to or death of person, damage to property, or failure to comply with any law, statute, ordinance or rule, arising out of, caused by or attributable to, in whole or in part, any act, omission or neglect of Grantee in connection with or related to the use, construction, operation or maintenance of the easement in any manner by Grantee, or other parties using the easement with the permission or acquiescence of Grantee, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

In the event any survey of the road and easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and this Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantee. Grantor may, at its option and at its expense, relocate any roadway and utilities currently located within the easement, to a location elsewhere on Grantors land, provided that said relocation is substantially equal in quality and size to the then existing roadway, and that Grantor provides a legal description of the newly located centerline and bears all costs associated with amending this Easement to reflect such relocation.

The intent herein is to create a private easement to be used by Grantor and Grantee, and not other members of the public. The easement granted herein is intended for use by the owner(s) of Grantee's undivided property, but not for future subdivisions thereof. No roadway constructed within the easement may be improved beyond its current condition or turned over for public maintenance, without the prior consent of Grantor. No gate or barrier may be placed at any point on a roadway constructed within the easement without the prior consent of Grantor, which consent may be granted or withdrawn in Grantor's discretion.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this Agreement. This Agreement is intended to be perpetual in nature, being binding upon Grantor and Grantee and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantee" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantee.