

RIGHT-OF-WAY EASEMENT

Grant of Easement:

For good and valuable consideration, the sufficiency of which is hereby acknowledged by me, I (the property owner(s) and spouse(s), if any) hereby grant unto Crow Wing Cooperative Power & Light Company (hereinafter the "Cooperative"), a corporation, its successors and assigns a right-of-way easement over, under, through, across and upon a portion of the real estate, now owned by me, located in the County of CROW WING State of Minnesota, (hereinafter the "property") and described as follows:

(Must be exact legal description from deed.)

(SEE ATTACHED LEGAL)

Subdivision Name _____
 Sec. 21 Lot _____
 Twp. 135N Block 0
 R. 27W Government Lo. _____

The Cooperative and I agree that we have the following rights, duties, and obligations concerning this easement:

Purpose of Easement:

This easement is for the purpose of constructing, operating, maintaining, repairing, relocating, or reconstructing overhead and/or underground line for electric distribution.

Location of Underground Cable, Underground Apparatus, Overhead Wires and Poles:

All underground cable, underground apparatus, overhead wires and poles shall be located across the property along a line to be established by the Cooperative as agreed upon by the Cooperative and me, and the Cooperative may do all things necessary or desirable in locating such lines. A sketch indicating the general location of the line appears on reverse if box at left is checked. After the line is established, this easement shall be limited to the width set forth in the following paragraph. If at any time after the laying of said cable or the setting of said underground apparatus or the setting of said pole or poles or the stringing of said overhead wires I shall request such cable, apparatus, wire, pole or poles to be moved, the cost of such moving shall be paid by me.

The Cooperative's Right to Clear and Maintain the Right-of-Way:

The Cooperative shall have the right to clear, reclear and otherwise maintain the right-of-way of trees, brush, stumps, offending trees, and other obstructions as follows (a) to a width of 10 feet for an underground right-of-way; (b) to a width of 40 feet for an overhead right-of-way for primary wire (7.2 KV to 25 KV); and (c) to a width of 20 feet for an overhead right-of-way for secondary wire (110 to 480 volts), with said clearance to continue to a maximum of 100 feet above said lines and 10 feet under the ground that these lines pass over or through. The Cooperative shall have the right to maintain such right-of-ways to the extent the Cooperative determines to be necessary.

The Cooperative's Duty to Restore:

Upon any construction or maintenance of the right-of-way by the Cooperative, the Cooperative agrees to restore the property as nearly to its original condition as may be practical. The grades over and under the right-of-way, shall be established as those existing following original construction. If grade changes are made by me, my employees or successors in interest making it necessary for the Cooperative to relay or relocate any portion of cable, apparatus, overhead wires, or poles, the cost of such work shall be paid by me or my successors (the property owner at that time), as shall the cost of any repairs to the cable, apparatus, wires or poles through accidental "dig-ins" or otherwise, per policies of the Cooperative.

The Cooperative's Right to Remove Buildings and Obstructions:

The Cooperative shall have the right to remove any building, structures or obstructions of any kind or description which may be built or placed on an underground or overhead right-of-way at my expense, assuming that such building and structures are constructed on the right-of-way after the original installation of the line.

My Right to Request Relocation of a Line:

In the event that I wish to construct a building, structure, or place an obstruction, the Cooperative, upon receiving my written request, shall move the line to a place which in the opinion of the Cooperative will be convenient to the continuation of said service at my expense.

Restrictions on Location of Towers or Antennas:

I shall not construct any tower or antenna, be it TV, radio or any other type, which if it should fall could fall across the lines of the Cooperative thereby causing damage or interference to the Cooperative's lines, poles, or other apparatus. If such a tower or antenna is constructed, the Cooperative may remove that tower or antenna at my expense.

Restrictions on Attachment of Objects to Cooperative Wires or Apparatus:

I will not under any circumstances attach any object of any kind or description to the overhead wires, cables, poles, underground cables or underground apparatus installed by the Cooperative. If this provision is violated by me, the Cooperative has the right to remove any objects of any kind or description at my expense.

Cooperative's Right of Access:

The Cooperative shall have the right of access across my property to such right-of-way from the most readily accessible public road or driveway for the purpose of maintaining the electric distribution lines.

My Warranties:

I warrant that I have granted no other easements for underground facilities which would conflict with this easement. I warrant that I am the owner of the property, and that the property is free and clear of all mortgages, liens, or encumbrances, except as follows:

Easement to Run With Land:

This grant of easement shall run with the land and shall inure the benefit of the parties hereto, their heirs, successors, or assigns.

Definitions:

In this document, I, me, my, and the property owner refer to the owner(s) (and spouse(s), if any) signing below and my/their successors, heirs and assigns.

IN WITNESS WHEREOF, the property owner, HIS husband, has hereunto set his hand this 27th day of June, 1996.

Shawn R. Sunabed (Owner) for B. H. H. H. (Spouse, if any)
LANDS AGENT

STATE OF MINNESOTA
 COUNTY OF Crow Wing

On this 27 day of June, 1996, before me, a Notary Public within and for said County, personally appeared SHAWN R. SUNABED, Land Agent for B. H. H. H.

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as HIS free act and deed.

This instrument was drafted by:
 Crow Wing Cooperative Power & Light Company
 P.O. BOX 507, Highway 371 North
 Brainerd, MN 56401

Michael A. Sullivan
 MICHAEL A. SULLIVAN
 NOTARY PUBLIC - MINNESOTA
 CROW WING COUNTY
 My Comm. Expires JUN 31, 2000
 My Commission expires JUN 31, 2000

No. 108.

Potlatch Corporation,
to

J.J. Sullivan.

Easement.

Dated, March 16th, 1987.

Consideration, "valuable".

Filed, August 19th, 1987, at 11 o'clock A.M.

Recorded as Document No. 378884.

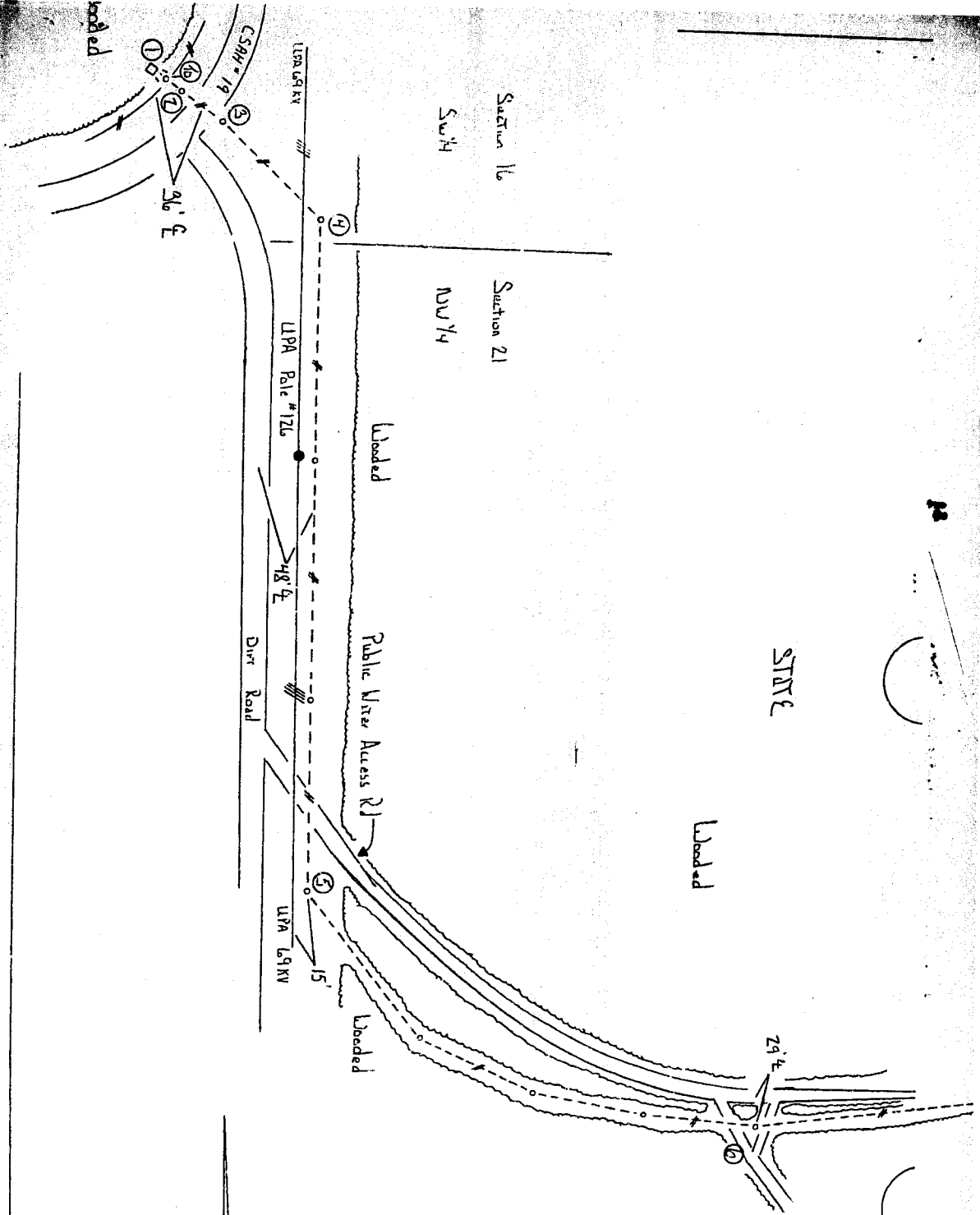
Granting a perpetual and nonexclusive easement for private roadway purposes over and across land in Crow Wing County, Minnesota, described as follows: A 33 foot wide stripe of land running through the NW $\frac{1}{4}$ of Sec. 21, Twp. 135, Rge. 27, a center line of which is described as follows: Commencing at the Northwest corner of said Sec. 21; thence South (assumed bearing) along the West line of said Sec. 21, a distance of 450 feet to the point of beginning; thence South 38° 32' 05" East a distance of 177.40 feet; thence Southeasterly a distance of 329.11 feet along the tangential curve concave to the Northeast having a radius of 322.00 feet and central angle of 58° 33' 40"; thence North 82° 54' 15" East a distance of 305.17 feet; thence North 73° 50' 37" East a distance of 91.02 feet; thence Northeastly a distance of 780.70 feet along a tangential curve concave to the Northwest having a radius of 2300.00 feet and central angle of 19° 26' 53"; thence North 54° 23' 44" East a distance of 550 feet more or less to the south line of the North 16.5 feet of the NW $\frac{1}{4}$ of said Sec. 21; thence Easterly along the South line of the North 16.5 feet of the NW $\frac{1}{4}$ of said Sec. 21 a distance of 750 feet more or less to the East line of the NW $\frac{1}{4}$ of said Sec. 21 and there ending. The side lines of said 33 foot wide roadway easement are to be lengthened or shortened to terminate on the East line of the NW $\frac{1}{4}$ of said Sec. 21, on the North line of the NW $\frac{1}{4}$ of said Sec. 21 and on the West line of the NW $\frac{1}{4}$ of said Sec. 21.

By acceptance hereof, the grantee agrees to the totally and fully responsible for all costs of construction, operation and maintenance of said roadway easement and further agrees to keep the same in safe condition at all times and in conference with all applicable laws and regulations and the grantor herein shall have no liability for the condition of said roadway easement whatsoever.

By acceptance hereof, the grantee further agrees to indemnify and hold the grantor harmless from any and all damages or claims or damages, no matter how cause, which arising connection with the construction, operation and maintenance of the roadway easement here in question.

The rights, privileges and easement hereby granted shall extend to the bind the successors and assigns of the parties hereto.

Together with all hereditament and appurtenances belonging thereto.



WO#	35821
ACCT. #	36-21-366
Scale	1" = 100'
Ux	
Ux	

Patch

Scale From this
point on is
1" = 200'

Wooded

STATE

Wooded

To Fall River

WO#	3582
ACCT.#	36-21-316
Scale	1" = 200'
Ux	
Ux	

Office of County Recorder
County of Cowling, Me.

RECORDED

I hereby certify that
this office has
A.D. 19 90
and is correct

filed
June
1990

512214

By