

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Potlatch Corporation, a corporation under the laws of the State of Delaware, grantor for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto TODD-WADENA ELECTRIC COOPERATIVE, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Wadena, Minnesota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Wadena, State of Minnesota, and more particularly, described as:

In Government Lot 2 and the West One-Half of the Southeast Quarter of the Northwest Quarter of Section 30, Township 138 North, Range 33 West

Fifteen feet on either side of an underground electric distribution line installed in the South thirty-three feet of Government Lot 2 and the West One-Half of the Southeast Quarter of the Northwest Quarter of said Section 30.

And to construct, operate, maintain and replace on or under the above described lands and/or on or under all streets, roads or highways abutting said lands, an electric transmission and/or distribution system; to inspect and make such repairs, improvements, substitution and additions to said system; to cut, trim and control the growth of trees and shrubbery by chemical means, machinery or otherwise within the easement which may interfere with or threaten to endanger the electrical system within the right-of-way; to keep the easement or that portion occupied by the electrical system clear of all buildings, structures or other obstructions; and to license and permit the joint use or occupancy of the lines, system, or, if any system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The Cooperative shall have the right of ingress to and egress from the easement over the lands of the owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such a manner as to cause the least practicable damage and inconvenience to Owner.

The undersigned covenant that they are the owners of the above described lands, and that the said lands are free and clear of encumbrances and liens or whatsoever character except those held by the following persons:

It is further agreed that the easement herein granted will run with the land and will be binding on the heirs, administrators, successors or assigns of the grantors and that the grantors will disclose to their successors in title the existence of this easement, if the lands described above, or any part thereof, are sold prior to the completion of construction.

IN WITNESS WHEREOF, the undersigned have set their hands and this 11th day of May, 2005.

POTLATCH CORPORATION

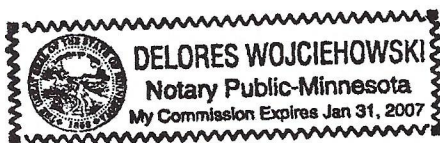
By Thomas P. Murn
Thomas P. Murn

State of Minnesota)

)ss

County of Carlton)

The foregoing was acknowledged before me this 11th day of May, 2005, by Thomas P. Murn, the Regional Resource Manager of Potlatch Corporation, a corporation under the laws of the State of Delaware, on behalf of the corporation.



D. Wojciehowski
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT

This instrument was drafted by: Todd-Wadena Electric Cooperative, Wadena, MN 56482