

INSTRUMENT NO. 116980

EASEMENT

Office of Register of Deeds
STATE OF MINNESOTA
County of HubbardI hereby certify that the with-
in instrument was filed in this of-
fice for record on the 7th day of Oc-
tober A.D. 1966. at 3:20 o'clock P.M.*Bertice A. Olingar, Jr.*Bertice A. Olingar, Register of Deeds.

E 5937

150' EASEMENT (MINNESOTA)

Line No. 0909

Leah Ristenen

File No. 40B

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter called "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to Grantor in hand paid by Northern States Power Company, a Minnesota Corporation, hereinafter called "NSP," does hereby grant unto NSP, its successors and assigns, the perpetual right, privilege and easement to construct, operate, maintain, use, rebuild or remove electric transmission lines with all towers, structures, poles, crossarms, cables, wires, guys, supports, counterpoises, fixtures, and devices used or useful in the operation, maintenance and use of said lines through, over and across the following described lands situated in the County of Hubbard, State of Minnesota, to-wit:

The Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and
The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) all
in Section Thirty-three (33) Township One Hundred Thirty-nine
(139) North, Range Thirty-five (35) West.

STATE DEED TAX STAMP
\$1.10
PAID AND CANCELLED

Provided, however, that except for the right of access, the rights granted herein shall be limited to a strip of land one hundred fifty (150) feet in width, said strip being seventy-five (75) feet on each side of the center line, or extensions thereof, of the transmission line as finally located on said lands.

The rights granted herein may be exercised at any time subsequent to the execution of this document.

Not more than 2 structures of said transmission lines shall be located on said strip of land, of which 1 shall be two-pole structures and 1 shall be a 5-pole structure with 10 down guys and anchors.

except that 1 additional two-pole structures may be installed on said strip of land at any time upon the additional payment of Seventy Five and NO/100 -----dollars (\$ 75.00) per structure if installed in tillable land, or Forty and NO/100 -----dollars (\$ 40.00) per structure if installed in untillable land. Said transmission lines and supporting structures from time to time may be reconstructed or relocated on said strip of land with changed dimensions and to operate at different voltages, but the number and kind of structures shall not be greater than specified in this paragraph.

The grant of easement herein contained shall also include the right of NSP to have reasonable access to said strip of land across the property of Grantor adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by NSP.

The grant of easement herein contained shall include the right to enter upon the property of Grantor to survey for and locate said transmission lines and shall also include the right to remove from said strip of land any structures, trees (including the branches of trees overhanging said strip of land) or objects, except fences, which in the opinion of NSP will interfere with said transmission lines.

The grant herein contained shall also include the right of NSP to permit the attachment of wires of others to the structures supporting said transmission lines.

Location No. --

OVER

W. E. FROEMMING
Notary Public, Wadena County, Minn.
My Commission Expires Feb. 25, 1967

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, LE ROY E. HOLMAN AND SHARON E. HOLMAN HUSBAND AND WIFE - VENDEES
EDWARD A. RISTENAN AND EDNA J. RISTENAN (HUSBAND AND WIFE) - VENDORS

of the postoffice address of RR 2 BOX 19 MENAHEA MINN.

for and in consideration of the sum of \$ 25.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT unto SQUARE BUTTE ELECTRIC COOPERATIVE, whose postoffice address is Box 1318, Grand Forks, North Dakota, 58201, a North Dakota corporation also authorized to do business in the State of Minnesota, its successors and assigns, forever, the perpetual right, privilege and easement to survey, construct, operate, maintain, use, rebuild or remove electric transmission lines or cables, together with the right to locate, construct or reconstruct same at various voltages and dimensions at any time hereafter as is deemed useful or necessary, consisting of poles, towers, structures, crossarms, guys, braces, wires, cables, conduits, counterpoises, fixtures and other devices used or useful in the operation, maintenance and use of said lines or cables across, over, under or through the following described lands, including rights of ingress and egress, situated in the County of Hubbard, State of Minnesota, and more particularly described to-wit:

The Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$), Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ -SW $\frac{1}{4}$), Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ -SE $\frac{1}{4}$) and Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ -SE $\frac{1}{4}$), all in Section 33, Township 139 North, Range 35 West.

The easement conveyed by this document shall be 120 feet in width, being 60 feet on each side of the centerline of such easement which centerline is more particularly described as follows:

Beginning at a point on the west line of the Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ -SW $\frac{1}{4}$), which is 242 feet more or less South of the Northwest corner, thence running in a Northeasterly direction a distance 1,010 feet to a point, thence angling right 27 degrees 49 minutes a distance 2,375 feet more or less to a point being the Northeast corner of the Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ -SE $\frac{1}{4}$).

Minnesota State Deed Tax Due Hereon is

\$ 4.40

The grant of easement herein contained shall include the right of Square Butte to have reasonable access to said strip of land across the property of the Grantor adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by Square Butte.

The grant of easement herein contained shall include the perpetual right to enter upon the property of the Grantor to remove from said strip of land any structures, trees (including the branches of trees overhanging the strip of land) or objects, except fences, which in the opinion of Square Butte will interfere with said lines, by mechanical or chemical methods, and the Grantor shall not erect any structures, hay or straw stacks, or other objects permanent or temporary, or plant any trees thereon, without the prior written approval of Square Butte.

Grantor reserves the right to cultivate, use and occupy said land, and Square Butte shall pay for all damages to crops, ~~livestock~~ ^{trees}, fences, roads and fields caused by the construction or maintenance of said lines.

It is understood that Square Butte shall pay the Grantor herein the amount of \$ 300.00 for each structure on tillable land; \$ 175.00 for each structure on untillable land; \$ 175.00 for the first anchor in a group on tillable land; \$ 175.00 for each additional anchor in a group on tillable land; \$ 175.00 for the first anchor in a group on untillable land; and \$ 175.00 for each additional anchor in a group on untillable land that it places on the above described property. Payment in full shall be made not later than 30 days after said lines have been completely constructed and the sum above set forth shall be credited upon the final payment.

In the event the transmission lines shall be placed on the boundary line between different landowners, it is agreed that each landowner shall receive one half of the amount as set forth in the above contained payment schedule.

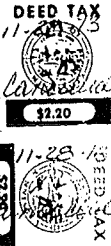
It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representation or verbal statements have been made modifying, adding to or changing the terms hereof, except:

This instrument was drafted by Square Butte Electric Cooperative, Box 1318, Grand Forks, North Dakota, 58201.

IN WITNESS WHEREOF, the undersigned Tha. 4 set the 12th day of Oct, 1973.

Sharon E. Holman
Le Roy E. Holman
Edward A. Ristenan
Edna J. Ristenan

Le Roy E. Holman
Sharon E. Holman
Edward A. Ristenan
Edna J. Ristenan



ACKNOWLEDGMENT

STATE OF MINN.

COUNTY OF HUBBARD

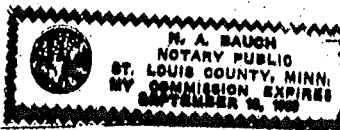
On this 16 day of OCT, 1973, before me, a Notary Public, personally appeared

LE ROY HOLMAN AND SHARON E HOLMAN HUSBAND AND WIFE
EDWARD A. RESTINEN AND EDNA A RESTINEN (HUSBAND AND WIFE)

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that

they executed the same as THEIR free act and deed.

(SEAL)

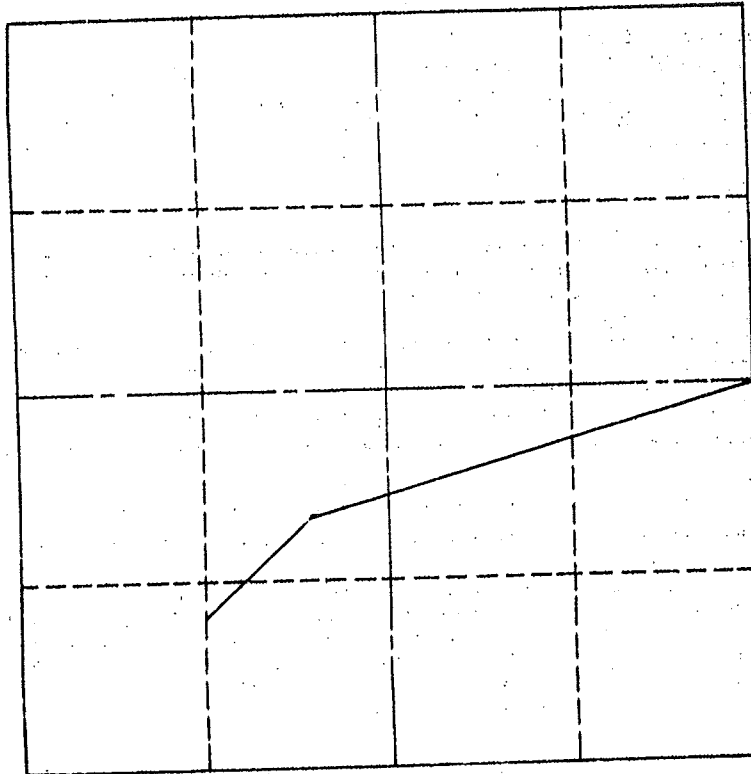


M. A. Baugh

Notary Public

My Commission Expires _____

County, _____



PLAT OF SECTION

Sec. 33 Twp. 139 N. Rge. 35 W.
 County HUBBARD State MINNESOTA

132813

OFFICE OF REGISTER OF DEEDS
 STATE OF MINNESOTA
 COUNTY OF Hubbard

377

I hereby certify that the within instrument was filed in this office for record on the 28 day of November A. D. 19 73 at 1:05 o'clock P. M., and was duly recorded in Book 129 of Deeds on Page 377

Claude M. Bronham
 Register of Deeds

MICRO FILMED _____ ABSTRACT NO. _____
 MARGINED _____ INDEXED _____ TRACTED _____
Minin Power & Register 11092

By _____

269378

COUNTY RECORDER
STATE OF MINNESOTA
COUNTY OF HUBBARD

I hereby certify that the within
instrument was filed in this office for
record on the 20th day of
February A.D. 2001 at
11:25 O'clock A.M. and was duly
recorded in Book 193 of Deeds
on page 179.

Kathy [Signature]
County Recorder

By _____ Deputy

ASSIGNMENT AND ASSUMPTION OF EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS is made and entered into this 2nd day of February, 2001, by and between Xcel Energy Inc., a Minnesota corporation (the "Assignor"), and Northern States Power Company, a Minnesota corporation, formerly known as Northern Power Corporation (the "Assignee")

WITNESSETH:

WHEREAS, pursuant to an Agreement and Plan of Merger dated March 24, 1999 ("Merger Agreement") between Northern States Power Company, a Minnesota corporation ("Old NSP"), and New Century Energies, Inc., a Delaware corporation ("NCE"), NCE merged into Old NSP, the surviving corporation, by filing Articles of Merger with the Secretary of State of the State of Minnesota and a Certificate of Merger with the Secretary of State of Delaware. These filings occurred on August 18, 2000, which date is hereinafter referenced as the "Effective Time"; and

WHEREAS, as contemplated by said Merger Agreement, contemporaneously with the Effective Time, Old NSP amended its articles of incorporation to change its name to Xcel Energy Inc. a Minnesota corporation ("Xcel"). The Articles of Merger were filed with the Hubbard County Recorder on _____, as Document No. _____; and

WHEREAS, in accordance with the Merger Agreement, substantially all the tangible property owned by Old NSP immediately before the merger, including all of its land, utility easements, permits or licenses to occupy with utility facilities highway or railroad right-of-ways, and other real estate interests, were required to be transferred to a newly formed, wholly-owned subsidiary of Xcel, which subsidiary was incorporated by Articles of Incorporation dated March 8, 2000, as Northern Power Corporation, a Minnesota corporation, and immediately after the merger, such subsidiary filed a change of name to Northern States Power Company ("New NSP"); and

WHEREAS, Xcel Energy immediately after the Effective Time made a general assignment of its easements and other rights acquired from Old NSP and New NSP assumed all obligations thereunder. To formally transfer record title to its easements of record in partial completion of the above transfer objectives, Xcel has prepared this instrument for the specific purpose of setting forth a recordable assignment and transfer to New NSP of the property hereinafter described or referenced.

NOW THEREFORE, for good and valuable consideration, Assignor, Xcel Energy Inc., a Minnesota corporation, does hereby confirm and ratify by an assignment of its easements effective August 18, 2000, by hereby specifically assigning and delivering unto Northern States Power Company, formerly Northern Power Corporation, and now doing business as Xcel Energy, all of the right, title, interest, and obligations of said Assignor acquired from Old NSP, in and to the easement rights and obligations set forth in the easements, deeds, final certificates or other instruments listed on Exhibit A, attached hereto and made a part

IN WITNESS WHEREOF, Assignor has caused these presents to be executed in its corporate name by its proper officers thereunto duly authorized as of the date first set forth above.

By Gary R. Johnson
Gary R. Johnson
Its: Vice President and General Counsel

By Catherine J. Cleveland
Catherine J. Cleveland
Its: Assistant Secretary

By David E. Ripka
David E. Ripka
Its: Vice President and Controller

By Peter F. Rechiek
Peter F. Rechiek
Its: Assistant Secretary

STATE OF MINNESOTA)

) ss.

COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 7th day of February, 2001, by David E. Ripka and Peter F. Recheck, respectively the Vice President and Controller and an Assistant Secretary of Northern States Power Company, a corporation under the laws of the State of Minnesota, on behalf of the corporation.



Sharon M. Price
Notary Public

This Instrument was drafted by:

Xcel Energy (HJB/PFR)
800 Nicollet Mall, Suite 2900
Minneapolis, MN 55402

main

EXHIBIT A**HUBBARD COUNTY, MN****Astract****R-T-S: Range, Township, Section**

<u>Line</u>	<u>R-T-S</u>	<u>GRANTOR</u>	<u>DOC#/FILED</u>	<u>BOOK & PAGE</u>
909				
35-139-31		NORTHWEST PAPER COMPANY	117412 / 01-05-67	BOOK 116 OF DEEDS PG 619
35-139-32		CLARIN HENRY & EDNA	116847 / 09-12-66	BOOK 117 OF DEEDS PG 382
35-139-32		MAKELA SYLVIA & EINO	116846 / 09-12-66	BOOK 117 OF DEEDS PG 380
35-139-33		RISTINEN EDWARD & EDNA IRENE	116981 / 10-07-66	BOOK 117 OF DEEDS PG 409
35-139-33		RISTINEN LEAH	116980 / 10-07-66	BOOK 117 OF DEEDS PG 408
35-139-32		NORTHWEST PAPER COMPANY	117412 / 01-05-67	BOOK 116 OF DEEDS PG 619

A000344156

OFFICE OF THE COUNTY RECORDER
HUBBARD COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR
RECORDED ON
01/12/2010 02:24PM
AS DOC #: A000344156

NICOLE K. LUETH
HUBBARD COUNTY RECORDER

BY lme
DEPUTY

PAGES: 8

**MINNESOTA
EASEMENT AND LICENSE ASSIGNMENT
(HUBBARD COUNTY)**

This Easement Assignment ("Assignment") is made by and between Square Butte Electric Cooperative, a North Dakota electric cooperative corporation ("Assignor"), and ALLETE, Inc., doing business as Minnesota Power, a Minnesota corporation ("Assignee").

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to various easements and licenses identified on the attached and incorporated Exhibit A ("Easements"). Assignee hereby accepts the foregoing assignment, agrees to be bound by the terms and conditions imposed on the grantees of the Easements, and agrees to assume all obligations and liabilities of Assignor, as grantee under the Easements, first arising after the date hereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and each and all of their respective successors and assigns. This Assignment shall be construed in accordance with the laws of the State of Minnesota.

Assignor represents and warrants that all easements and licenses are in full force and effect, none of the Easements have been modified or terminated; none of the grantees under the Easements, nor any of their respective successors and assigns, are in default on any of their obligations under the Easements; all payments, if any, required on the part of any of the grantees to any of the grantors or from any of the grantors to any of the grantees under the terms of the Easements have been fully paid; all necessary written consents to assign the Easements have been obtained; and the written consents described in Exhibit B hereto are, to Assignor's knowledge, all the necessary consents to be obtained by Assignor for the assignment of the Easements.

Assignor and Assignee agree that they shall do such further acts and execute such reasonable documents and instruments as may be reasonably required to make the assignments contemplated in this Assignment effective.

To the extent applicable, Assignor and Assignee do not intend for any rights conveyed herein to merge with any other rights owned by Assignee.

This Assignment may be executed in one or more counterparts, all of which when taken together, shall constitute one and the same instrument.

This Assignment is made as of the 31st day of December, 2009.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

SQUARE BUTTE ELECTRIC COOPERATIVE,
a North Dakota electric cooperative corporation:


By: [Signature]
Name: David Sogard
Title: General Counsel

ACKNOWLEDGMENT

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

Personally came before me this 29th day of December, 2009, the above-named David Sogard, as General Counsel of Square Butte Electric Cooperative, a North Dakota electric cooperative corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Theresa A. Senart

Name: _____
Notary Public, 
My Commission: _____

[SIGNATURE PAGE OF MINNESOTA EASEMENT ASSIGNMENT]


ALLETE, INC., a Minnesota corporation:

By: Bradley W. Oachs
Name: Bradley W. Oachs
Title: Chief Operating Officer

ACKNOWLEDGMENT

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

Personally came before me this 29th day of December, 2009, the above-named Bradley W. Oachs, as Chief Operating Officer of ALLETE, Inc., doing business as Minnesota Power, a Minnesota corporation, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

Theresa A. Senart
Name: _____
Notary Public, 
My Commission: _____

[SIGNATURE PAGE OF MINNESOTA EASEMENT ASSIGNMENT]

This document drafted by:

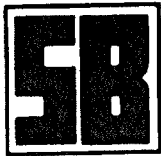
Briggs and Morgan, P.A.(ZTS)
2200 IDS Center
80 S. 8 St.
Minneapolis, MN 55402

Exhibit A to Minnesota Easement Assignment

Minnesota Easements and Licenses

County	Document No.	TORRENS/ ABSTRACT	Certificate of Title(s)	Comments
HUBBARD	132577	Abstract		
HUBBARD	132578	Abstract		
HUBBARD	132579	Abstract		
HUBBARD	132734	Abstract		
HUBBARD	132735	Abstract		
HUBBARD	132736	Abstract		
HUBBARD	132813	Abstract		
HUBBARD	132814	Abstract		
HUBBARD	132815	Abstract		
HUBBARD	132816	Abstract		
HUBBARD	132817	Abstract		
HUBBARD	132818	Abstract		
HUBBARD	132911	Abstract		
HUBBARD	132958	Abstract		
HUBBARD	132959	Abstract		
HUBBARD	133053	Abstract		
HUBBARD	133073	Abstract		
HUBBARD	133139	Abstract		
HUBBARD	133140	Abstract		
HUBBARD	133141	Abstract		
HUBBARD	133284	Abstract		
HUBBARD	133602	Abstract		
HUBBARD	133721	Abstract		
HUBBARD	133722	Abstract		
HUBBARD	133723	Abstract		
HUBBARD	134152	Abstract		
HUBBARD	136004	Abstract		
HUBBARD	142840	Abstract		
HUBBARD	143045	Abstract		

EXHIBIT B



Square Butte
ELECTRIC COOPERATIVE

Phone 795-4000
P.O. Box 13200 • Grand Forks, ND 58208-3200

September 1, 2009

Bob Hoffman
Hubbard County Land Commissioner
101 Crocus Hill Street
Park Rapids, MN 56470

Dear Mr. Hoffman:

On December 19, 1973 Hubbard County granted Square Butte Electric Cooperative an easement for construction and maintenance of a 250 kV DC transmission line across tax-forfeited lands within the county. I have enclosed a copy for your reference.

Square Butte Electric Cooperative is in the process of selling this transmission line and is requesting Hubbard County's written consent to assign the above referenced easement to Minnesota Power, a division of ALLETE, Inc., 30 West Superior Street, Duluth, MN 55802. The assignment will be effective upon closing of the sale of the transmission line, which is currently anticipated to be on or before December 31, 2009. Please indicate your consent to assignment by signing the enclosed copy of this letter in the space below and returning it to my attention.

I appreciate your attention to this matter. If you have any questions, please feel free to call me at 701-795-4356 or email me at pmahlen@minnkota.com.

Sincerely,

MINNKOTA POWER COOPERATIVE, INC.

Paul Mahlen
Property & Right of Way Manager

Enclosure

Consent to assignment:
Hubbard County

By:

Name: Lyle Robinson

Title: Board Chair



A000375657

**HUBBARD COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON**

11/14/2014 3:07:19 PM

**NICOLE K. LUETH
HUBBARD COUNTY RECORDER**

BY RLB Dep PAGES: 36

WELL CERT RCVD

MTG REG TAX PD \$

DEED TAX PD \$

TAX EXEMPT

RIGHT-OF-WAY AND EASEMENT GRANT

Prepared By:

**John McKay
1409 Hammond Avenue
Second Floor
Superior, WI 54880**

Return To:

**Enbridge Energy, Limited Partnership
c/o Enbridge Pipelines (Lakehead) L.L.C.
26 East Superior Street
Suite 309
Duluth, MN 55802**

For Recorder's Use Only

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to Enbridge Energy, Limited Partnership a Delaware limited partnership, with an office located at 26 East Superior Street, Suite 309, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee") the following rights, interests, and privileges:

a. A right-of-way and perpetual easement, to survey, locate, construct, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade, and conduct such other activities as may be necessary in connection therewith as determined by Grantee or required by law, for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipeline and appurtenances.

b. Until such time as the construction, testing, and commissioning of the pipeline is complete, the right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Construction Work Space, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's pipeline, appurtenances, and rights of way (including the temporary storage of

equipment and material), provided that at the conclusion of the construction, testing, and commissioning of the pipeline all areas of Construction Work Space shall be reclaimed and shall revert to the possession and control of the Grantor.

c. The perpetual right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Operation and Maintenance Work Space, to be used from time to time and as may be necessary for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, and idling of the pipeline.

d. The perpetual right of ingress and egress across Grantor's lands to and from the Right-of-Way, using existing roads, routes, and paths whenever reasonably possible in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted. Except in the case of emergency, such ingress and egress by Grantee shall be preceded by twenty-four (24) hours' written notice to Grantor, which notice shall specify the ingress and egress route intended to be used by Grantee. In the event Grantor wishes to provide Grantee an access route in lieu of an existing road, route, or path, Grantor shall propose such substitute route by written notice of no less than 14 days. If Grantee in its business judgment determines that use of the substitute route will not result in delay or increased cost regarding Grantee's inspection, maintenance, repair, or other pipeline activities, Grantee shall relocate the route of ingress and egress to that specified in the written notice.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee:

FIRST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of the pipeline, bury said pipeline through cultivated lands so that it will not interfere with ordinary annual crop cultivation, at a minimum depth of thirty-six inches below grade at the time of construction, or such other greater depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation, repair, or maintenance of the pipeline and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way, including the Construction Work Space and the Operation and Maintenance Work Space. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Grantor and Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way and Grantee shall not be liable for damages caused by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any

pit, well, septic system, foundation, pavement, road or any other structure or installation, whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise Grantor shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities deemed by Grantee to be necessary, convenient or incidental to the purposes herein granted to Grantee, and provided further that Grantor's use does not interfere with Grantee's operations on the Right-of-Way. Further, Grantor shall not alter the grade of the Right-of-Way and easement without the express, prior written consent of Grantee.

FOURTH: Grantee shall be strictly liable for all damages and losses caused by or arising out of Grantee's activity, including operation of the pipeline, on the Right-of-Way, the Construction Work Space, the Operation and Maintenance Work Space, or access thereto, that may be asserted against Grantor (other than to the extent any such claims arise from the negligent conduct of Grantor, its agents, representatives, employees, contractors or invitees). Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from Grantee's activity on the Right-of-Way, the Construction Work Space, the Operation and Maintenance Work Space, or access thereto, including the activity of Grantee's agents, representatives, employees, contractors or invitees on the same, and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees.

FIFTH: Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof. Such assignment shall bind the assignee to the terms of this Agreement, except that an assignment for collateral purposes or mortgage shall not bind the assignee or mortgagee until such time as such party forecloses its interest or otherwise succeeds to the Grantee's rights accruing hereunder.

SIXTH: Any and all payments, communications or notices provided for herein may be served and shall be sufficient when served by depositing the same with the United States Post Office, with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

SEVENTH: This Agreement, including all the covenants, indemnifications and conditions herein contained shall, to the greatest extent allowed by law, be construed as creating a perpetual and exclusive Right-of-Way and easement on and appurtenant to property owned by Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

EIGHTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

NINTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

TENTH: GRANTOR(S) HAVING FULL KNOWLEDGE OF THE PROVISIONS OF THIS AGREEMENT AND THEIR RIGHTS THEREUNDER, EXPRESSLY WAIVE ALL RIGHTS WHATSOEVER THAT THEY MAY HAVE UNDER ANY APPLICABLE PROVISIONS OF THE MINNESOTA STATUTES THAT REQUIRE THAT ANY PIPELINE INSTALLED SHALL BE BURIED WITH A MINIMUM LEVEL OF COVER OF NOT LESS THAN 4 1/2 FEET WHERE THE PIPELINE CROSSES CULTIVATED AGRICULTURAL LAND. GRANTOR(S) EXPRESSLY PERMIT(S) AND AGREE(S) TO GRANTEE'S INSTALLATION OF A PIPELINE WITH LESS THAN 4 1/2 FEET OF COVER AND A MINIMUM OF 3 FEET OF COVER.

I(WE), THE GRANTOR(S) HEREIN, HAVE READ AND UNDERSTOOD THIS WAIVER, AND AGREE TO ITS PROVISIONS.

GRANTOR:

Potlatch Minnesota Timberlands, LLC

BY: 

Print Name: Shawn J. Sunnarborg

Title: Regional Mgr

IN WITNESS WHEREOF, Grantor has executed this document this 27 day of August 2014.

GRANTOR:

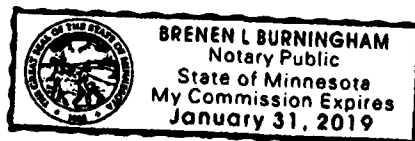
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware
601 West 1ST Avenue Suite 1600
Spokane, Washington 99201

BY: [Signature]
Print Name: Shawn K Sunwarborg
Title: Region Mgr

ACKNOWLEDGMENT

STATE OF Minnesota }
COUNTY OF Carlton } ss

The foregoing instrument was acknowledged before me this 27 day of August, 2014, by Shawn K Sunwarborg, the Region Manager of POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE, on behalf of the company.



[Signature]
Sign Name
Brenen Burningham, Notary Public
Print Name
My Commission Expires: 1/31/19

GRANTEE:

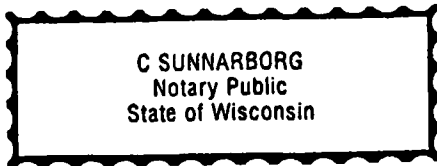
ENBRIDGE ENERGY, LIMITED PARTNERSHIP
BY ENBRIDGE PIPELINES (LAKEHEAD) L.L.C.
ITS GENERAL PARTNER

BY: *John McKay*
JOHN MCKAY, Authorized Agent

ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Douglas } ss

The foregoing instrument was acknowledged before me this 30th day of October 2014 by JOHN MCKAY, a duly Authorized Agent of Enbridge Pipelines (Lakehead) L.L.C., as General Partner of Enbridge Energy, Limited Partnership, on behalf of the limited partnership.



C Sunnarborg
Sign Name
C Sunnarborg Notary Public
Print Name

My Commission Expires: 9-25-16

EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

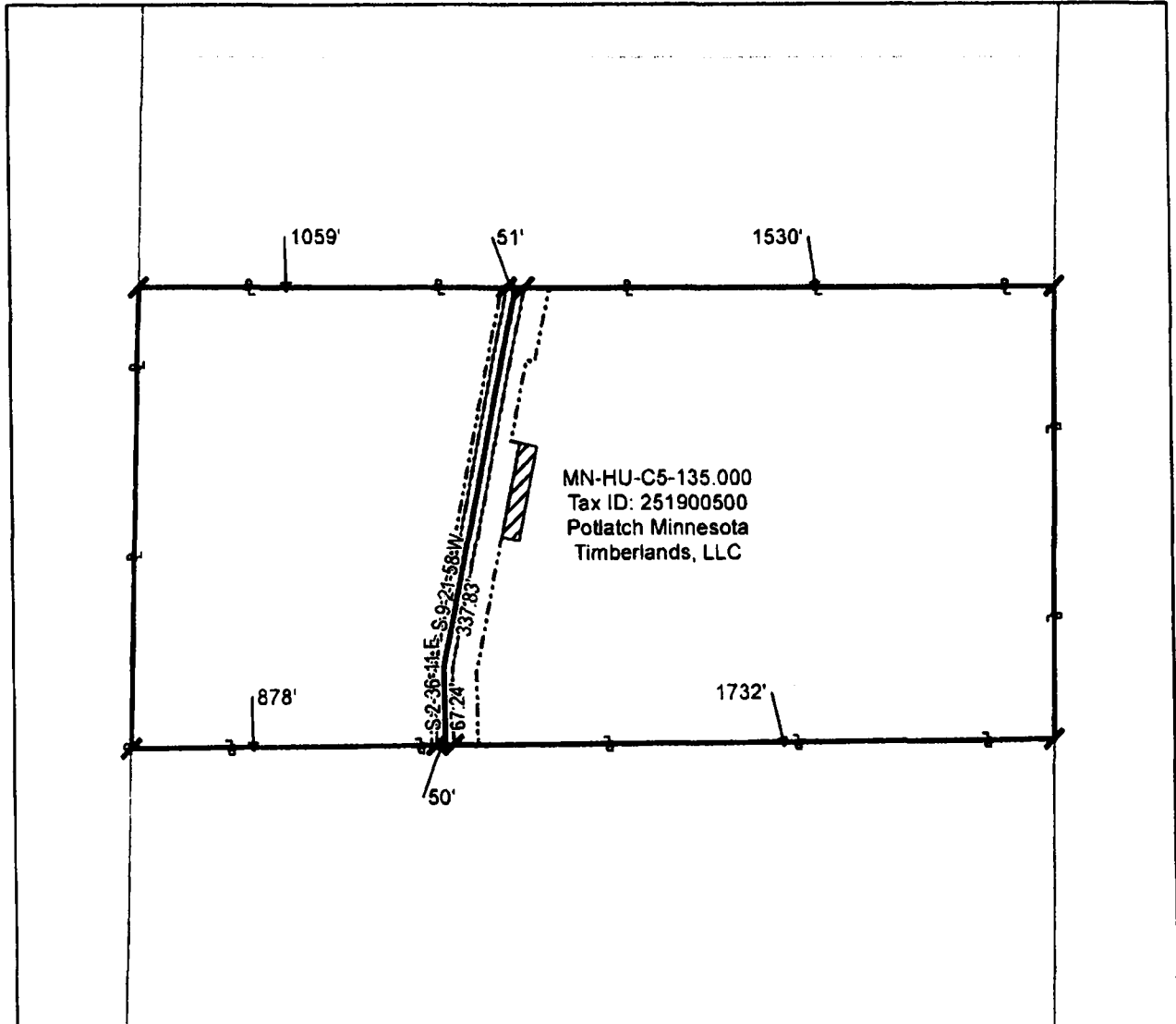
That certain tract of land situated in the NE ¼ SE ¼ and the NW ¼ SE ¼ of Section Nineteen (19), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.19.00500

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC



1,334.1851 Feet = 80.8597 Rods
 Permanent Easement = 1.5256 Acres
 Temporary Easement = 2.4725 Acres
 Additional Temporary Easement = 0.3166 Acres

0 0.05 0.1 0.2 Miles

Legend	
Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
 Potlatch Minnesota Timberlands, LLC

Tract No.: MN-HU-C5-135.000

EXHIBIT "A"

Typical Right of Way Spacing

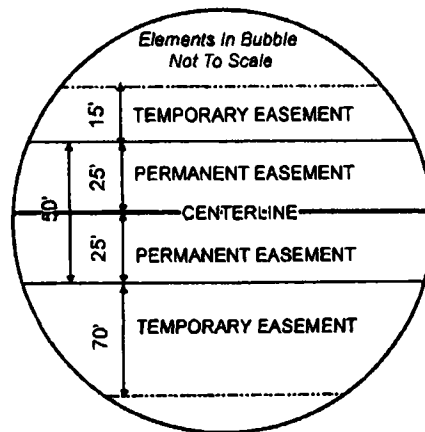


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section Nineteen (19), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.19.00400

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware

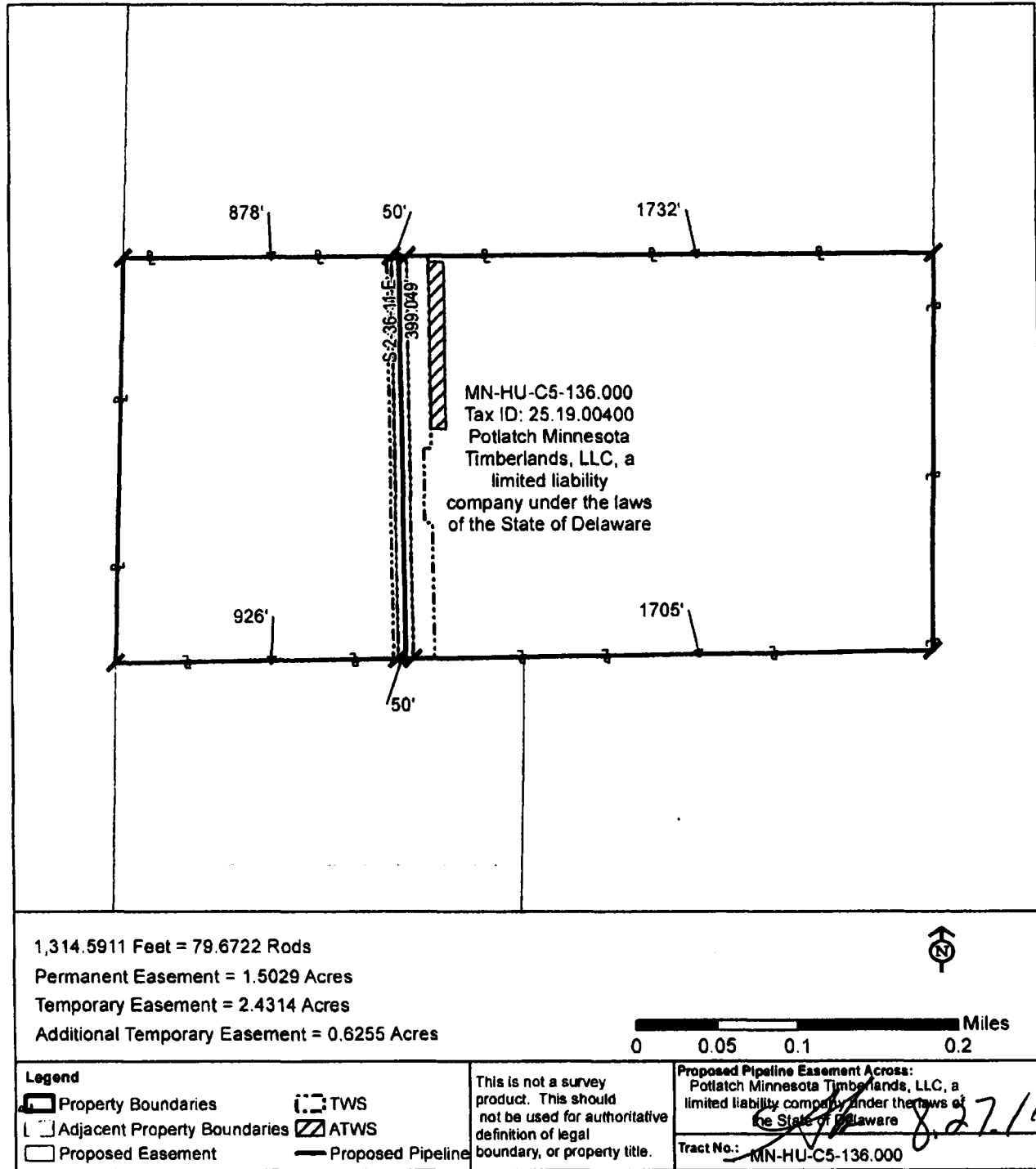


EXHIBIT "A"

Typical Right of Way Spacing

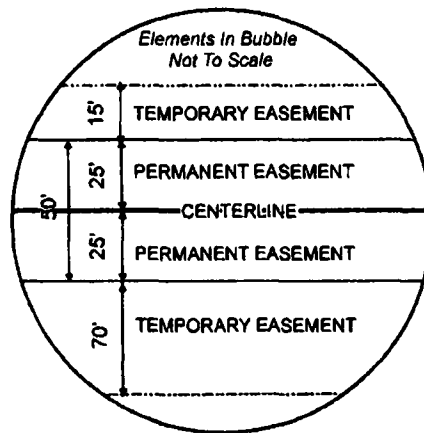


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NW ¼ of the NE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00500

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC

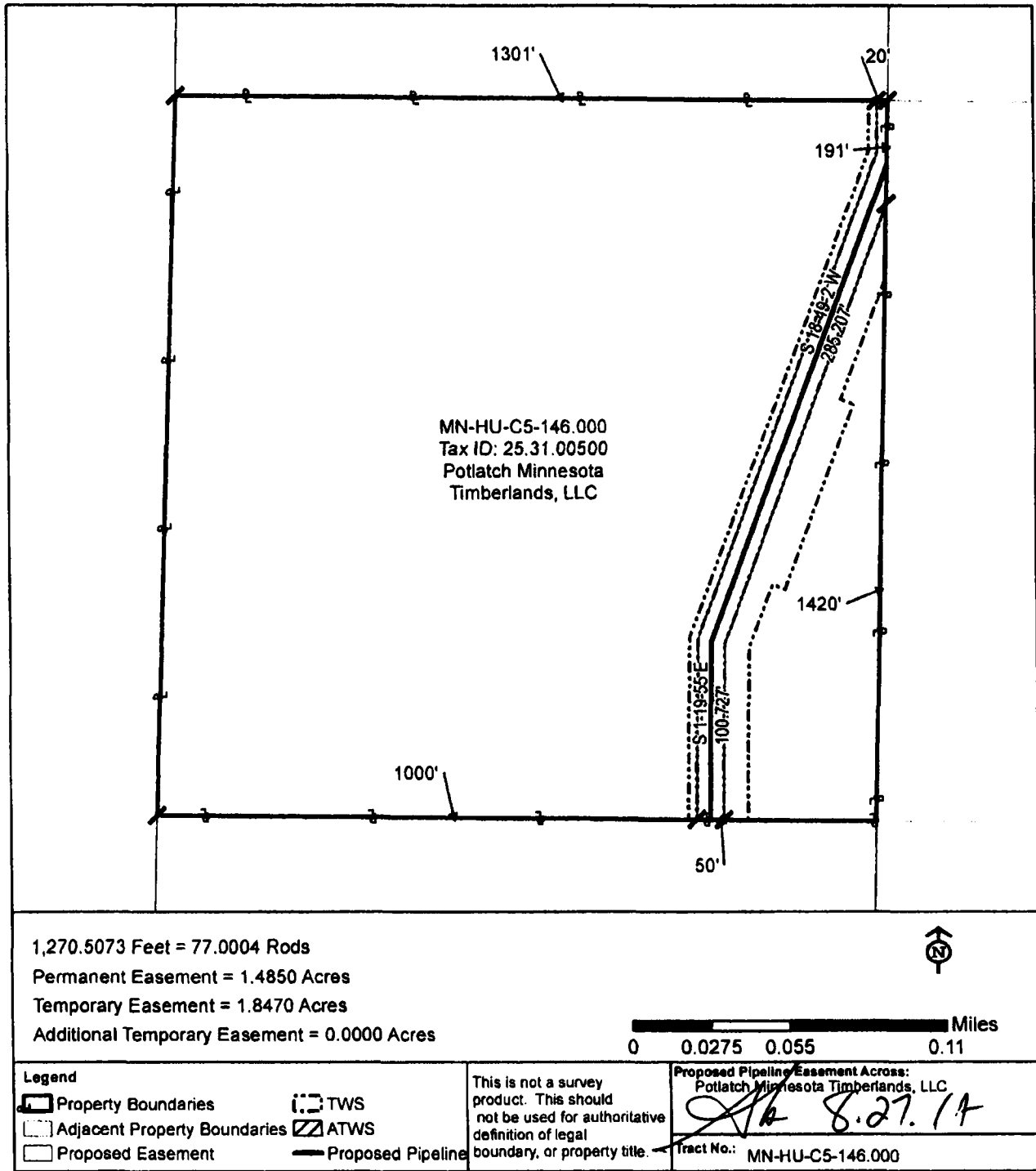


EXHIBIT "A"

Typical Right of Way Spacing

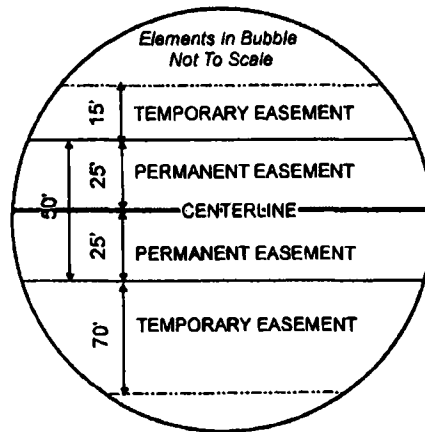


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the NE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00600

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
**Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware**

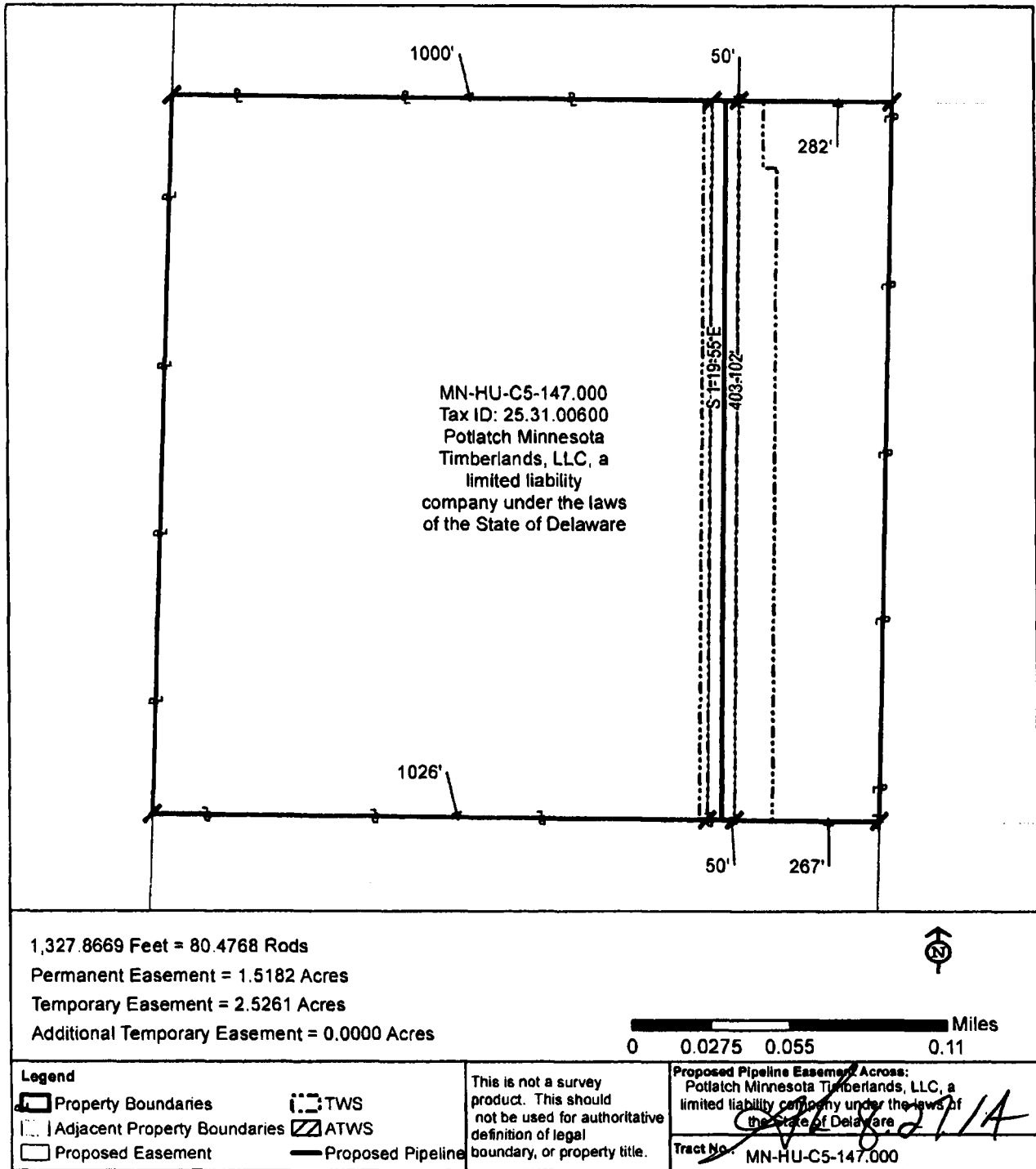


EXHIBIT "A"

Typical Right of Way Spacing

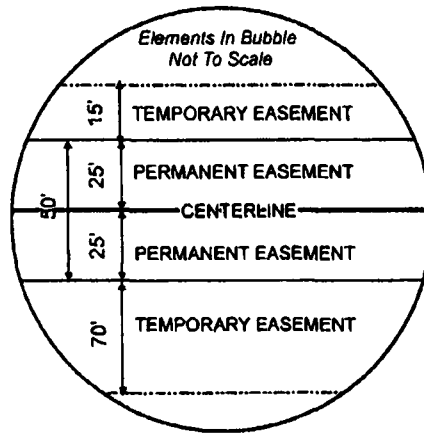


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NW ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00400

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
**Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware**

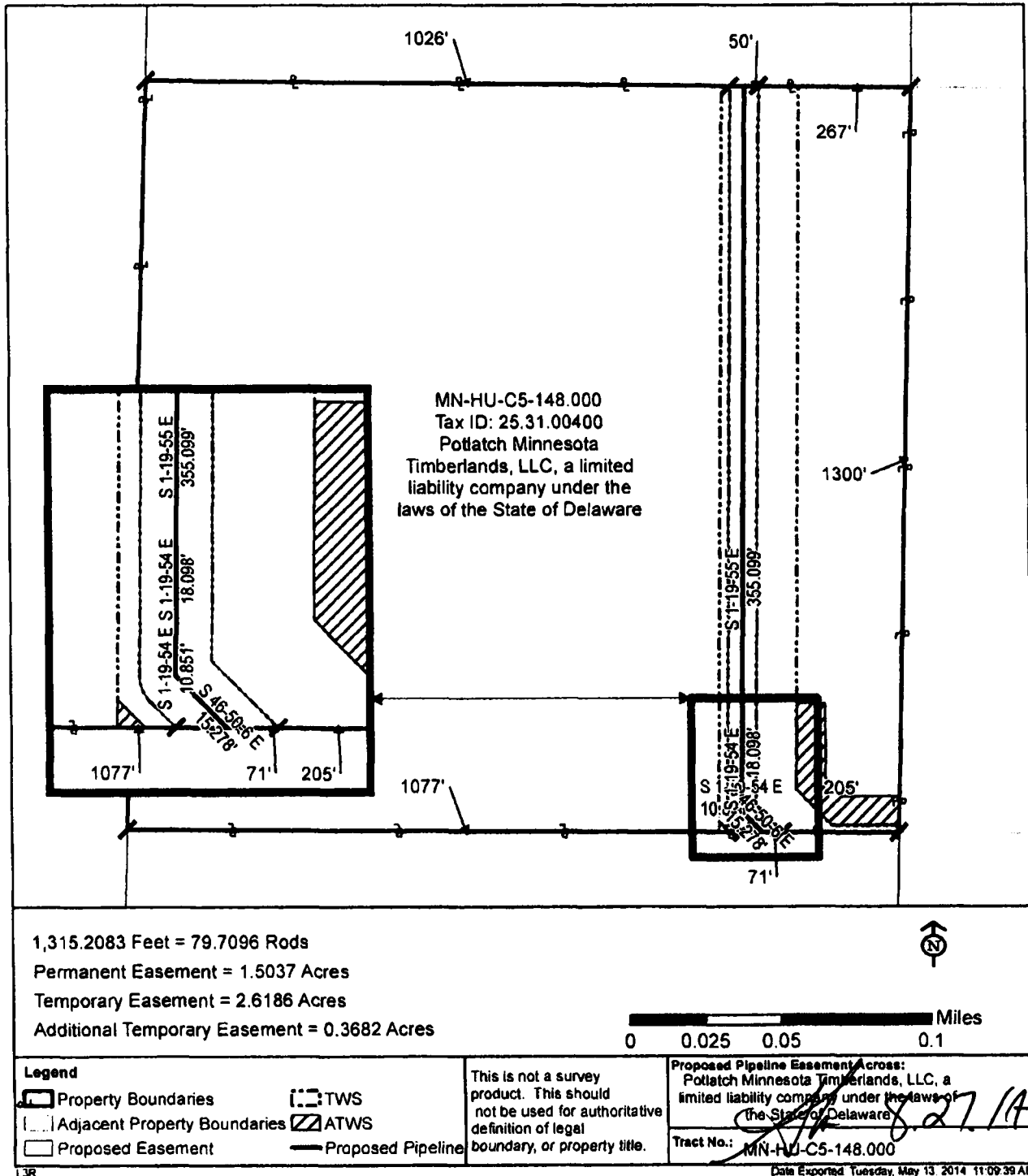


EXHIBIT "A"

Typical Right of Way Spacing

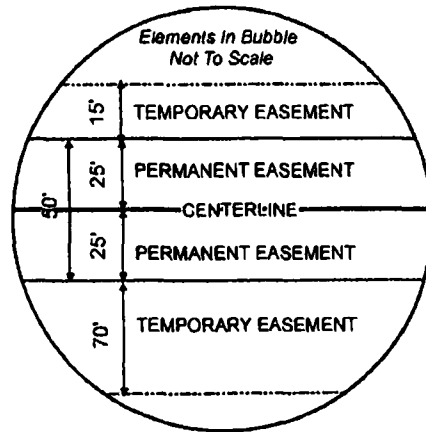


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

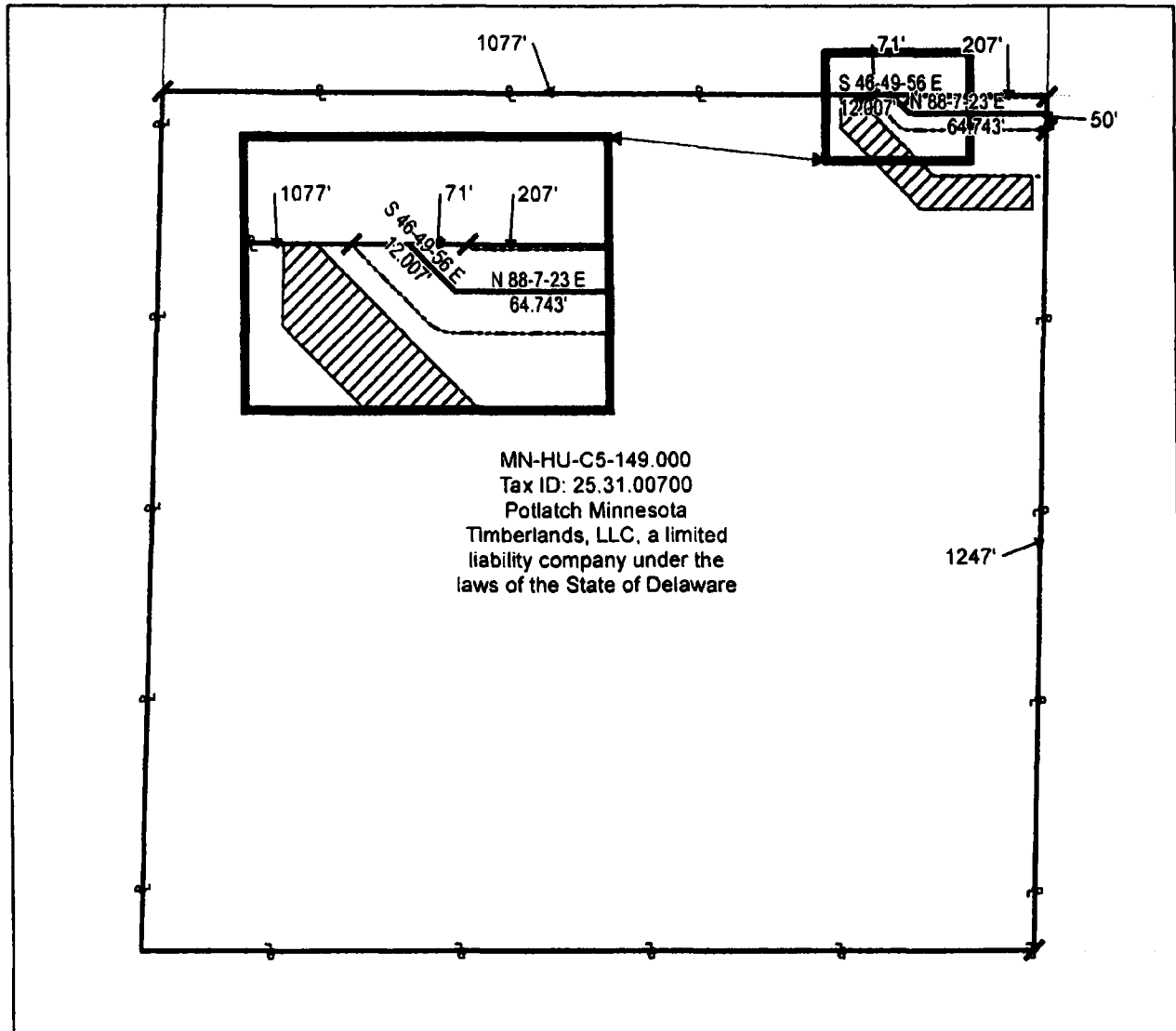
The SW ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00700

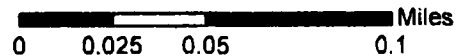
DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware



250.9818 Feet = 15.2110 Rods
 Permanent Easement = 0.2888 Acres
 Temporary Easement = 0.3700 Acres
 Additional Temporary Easement = 0.3924 Acres



Legend	
Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
 Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware
 Tract No. MN-HU-C5-149.000

EXHIBIT "A"

Typical Right of Way Spacing

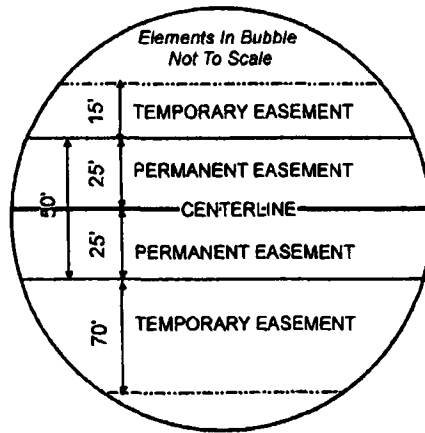


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NE ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.01100

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware

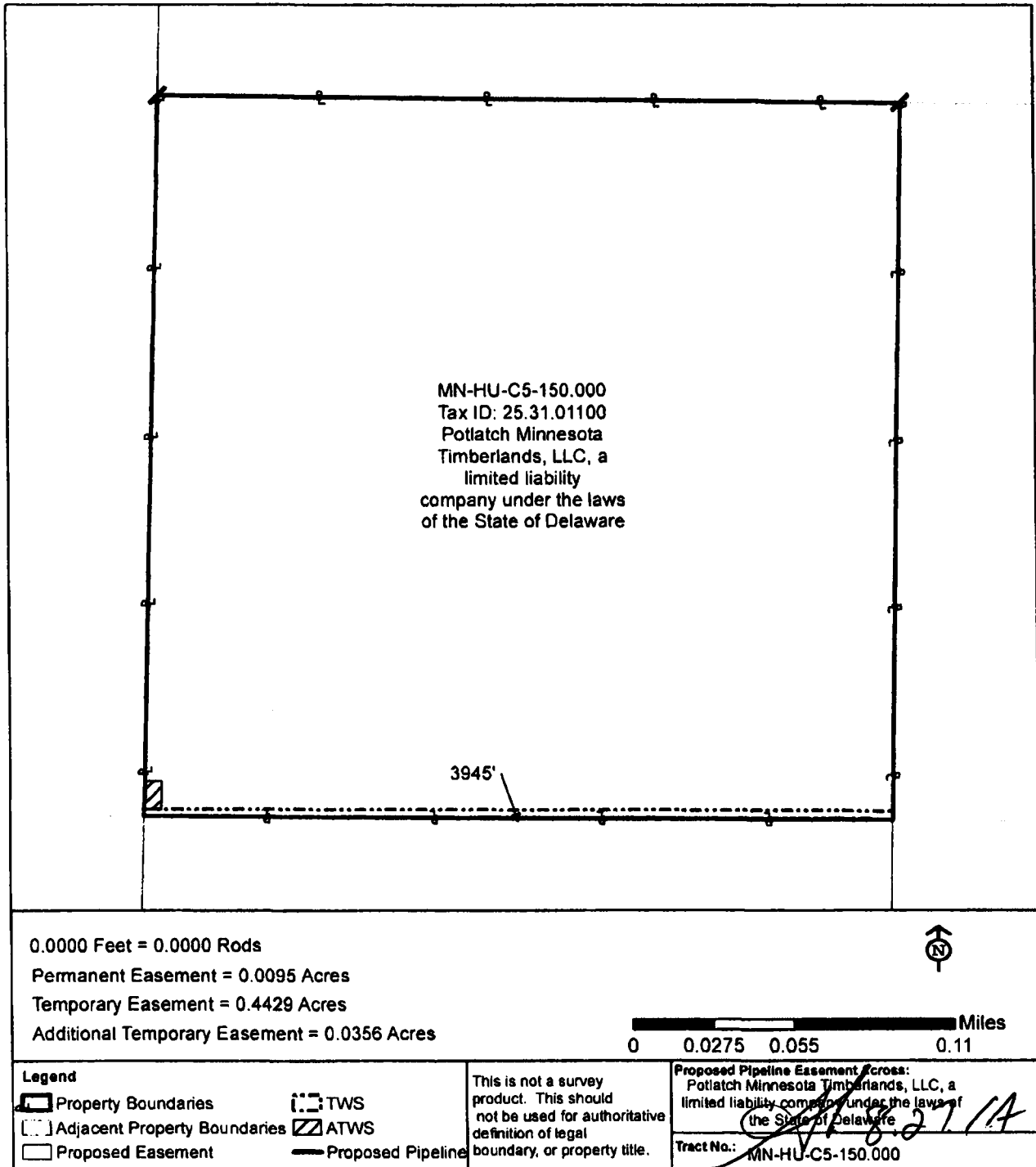


EXHIBIT "A"

Typical Right of Way Spacing

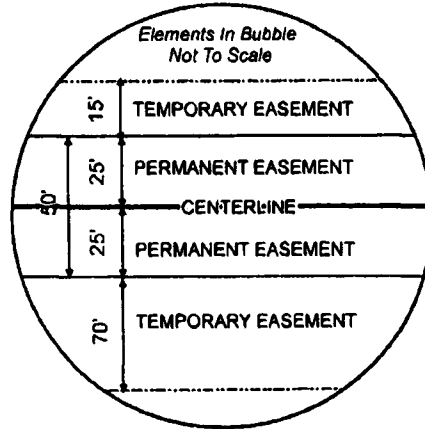


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SE ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00800

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware

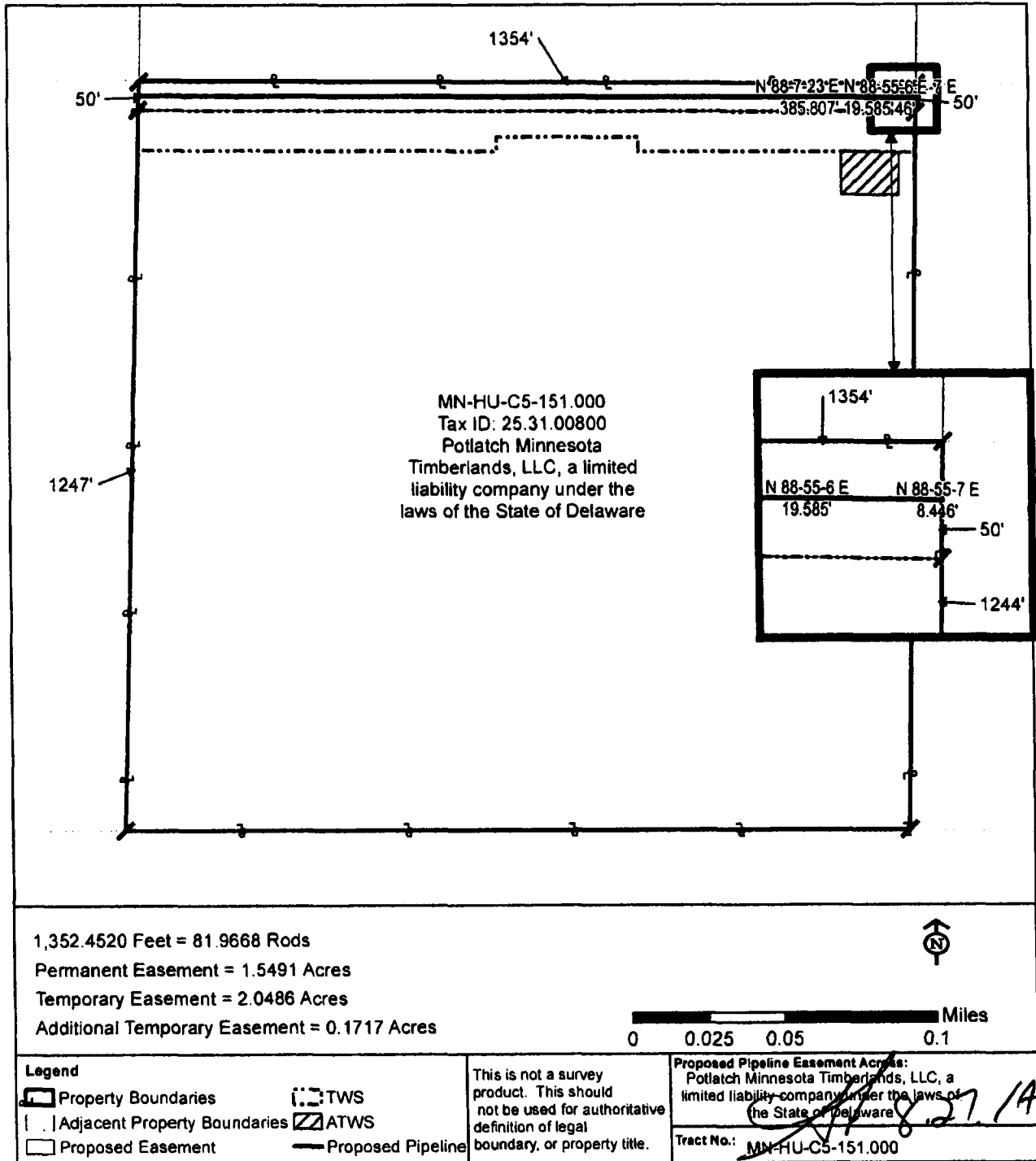


EXHIBIT "A"

Typical Right of Way Spacing

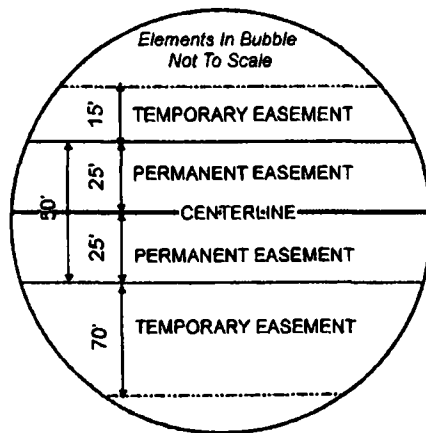


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NE ¼ of the SW ¼ of Section Thirty-Three (33), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian EXCEPT a strip of land 80 feet in width across the NE 1/4 of the SW 1/4 of Section 33, Township 139 North, Range 35 West, being 40 feet on either side of a centerline described as follows: Beginning at a point on the West line which is 210 feet North of the Southwest corner of said tract, thence running Northeasterly a distance of 1570 feet to a point on the East line which is 285 feet South of the Northeast corner of said tract.

Permanent Index Number (P.I.N.): 25.33.01200

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC

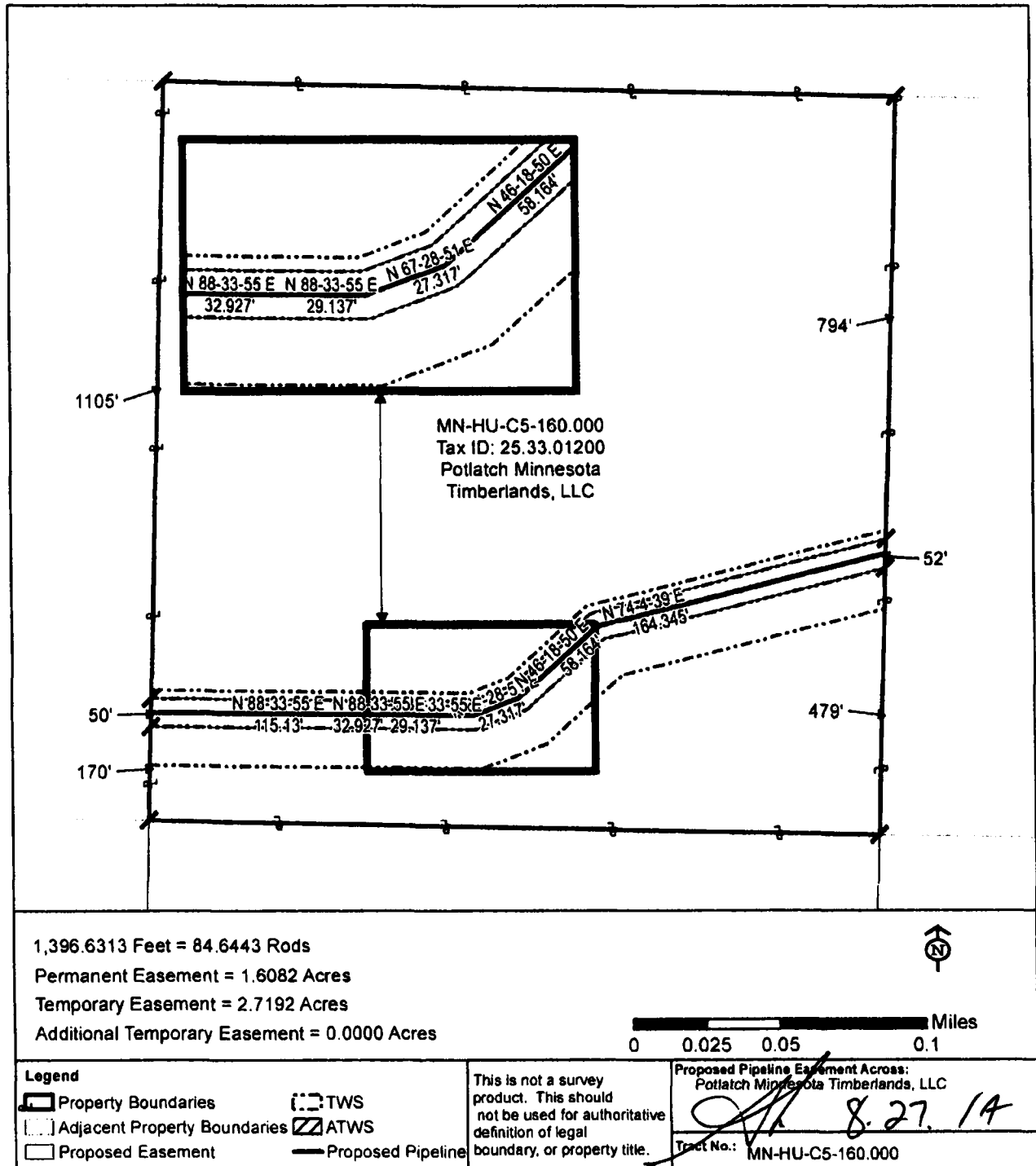


EXHIBIT "A"

Typical Right of Way Spacing

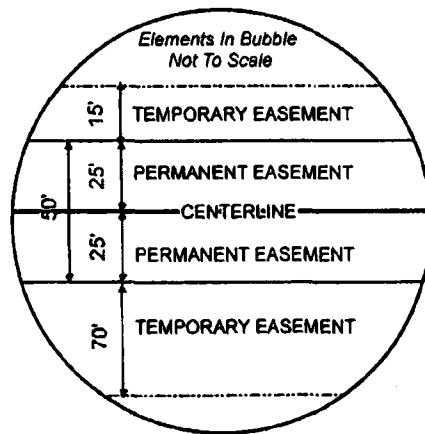


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and Enbridge Energy, Limited Partnership (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the NE ¼ less and except a strip of land 130 feet in width across the SW 1/4 of the NE 1/4 of Section 34, being 65 feet on either side of a centerline described as follows: Beginning at a point on the East line which is 305 South of the NE corner; thence running Southwesterly to a point on the West line of which is 610 feet South of the NW corner of Section Thirty-Four (34), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.34.01100

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Exhibit "A"
Potlatch Minnesota Timberlands, LLC

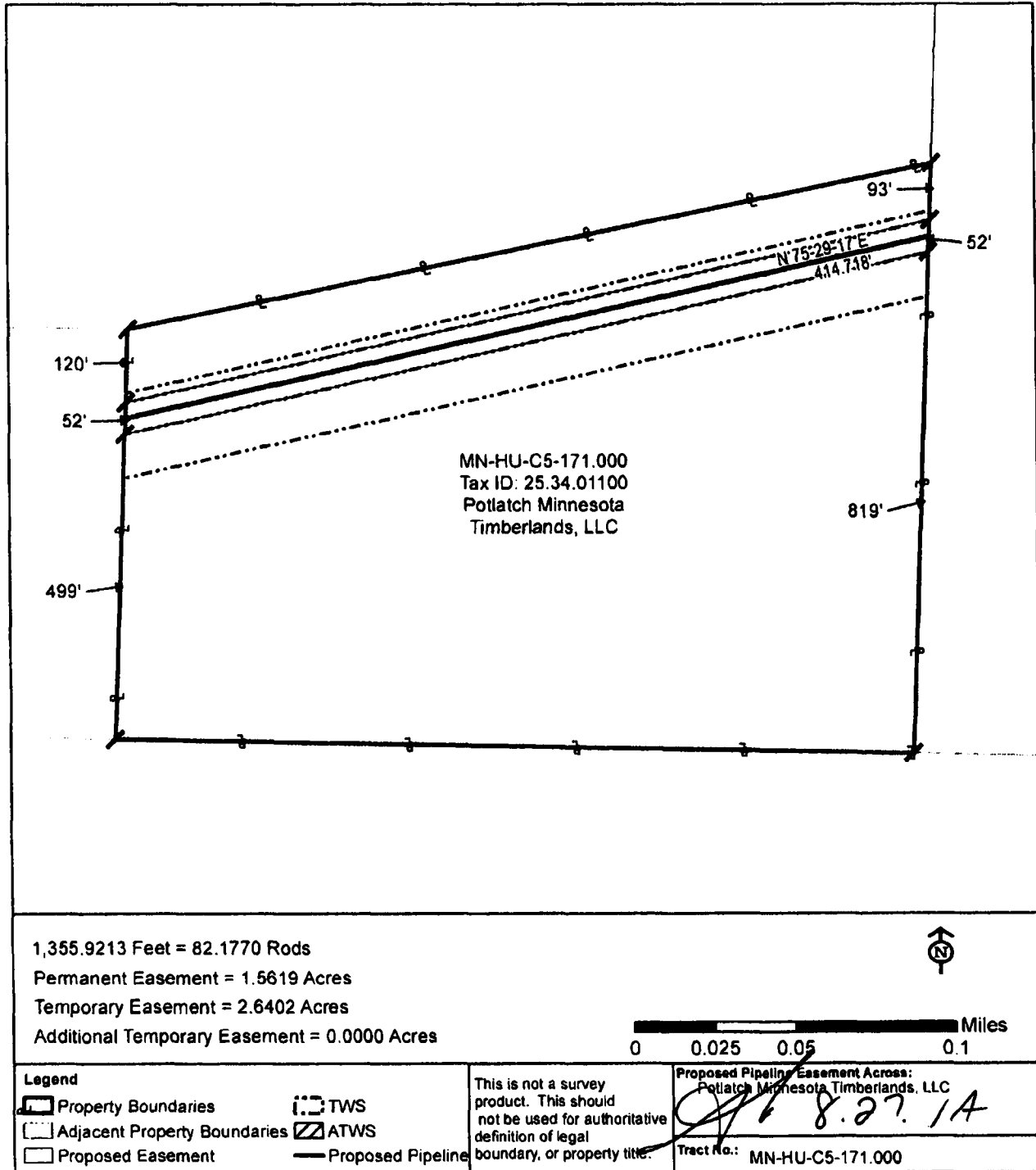
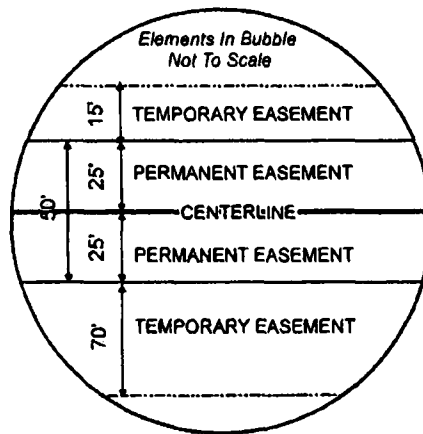


EXHIBIT "A"

Typical Right of Way Spacing





A000375658

**HUBBARD COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON**

11/14/2014 3:07:24 PM

**NICOLE K. LUETH
HUBBARD COUNTY RECORDER**

BY RLB Dep PAGES: 36

WELL CERT RCVD

MTG REG TAX PD \$

DEED TAX PD \$

TAX EXEMPT

RIGHT-OF-WAY AND EASEMENT GRANT

Prepared By:

John McKay
1409 Hammond Avenue
Second Floor
Superior, WI 54880

Return To:

North Dakota Pipeline Company LLC
3001 South Columbia Road
Suite E
Grand Forks, ND 58201

For Recorder's Use Only

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (hereinafter called "Grantor"), whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby grant and convey by this Right-of-Way and Easement Grant ("Agreement") to North Dakota Pipeline Company LLC, formerly known as Enbridge Pipelines (North Dakota) LLC, a Delaware limited liability company, with an office located at 26 East Superior Street, Duluth, Minnesota 55802, its grantees, successors and assigns (hereinafter called "Grantee") the following rights, interests, and privileges:

a. A right-of-way and perpetual easement to survey, locate, construct, operate, maintain (including cathodic protection systems), clear, inspect (including aerial patrol and subsurface digging), reclaim, remove, protect, idle in place, repair, replace, relocate, change the size of and reconstruct a single pipeline, together with any associated valves, fittings, location markers and signs, communication systems and lines, utility lines, safety and protective apparatus, and all other equipment and appurtenances, whether above or below grade, and conduct such other activities as may be necessary in connection therewith as determined by Grantee or required by law, for the transportation of crude petroleum and any product, by-product and derivative thereof, on, over, under, in, through and across a strip of land, as described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"), together with the right to clear and to keep cleared the Right-of-Way so as to prevent damage or interference with the safe and efficient construction, operation, maintenance and patrol of the pipeline and appurtenances.

b. Until such time as the construction, testing, and commissioning of the pipeline is complete, the right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Construction Work Space, for the purposes of surveying, locating, constructing, testing, reclamation and commissioning of Grantee's pipeline, appurtenances, and rights of way (including the temporary storage of equipment and material), provided that at the conclusion of the construction, testing, and

commissioning of the pipeline all areas of Construction Work Space shall be reclaimed and shall revert to the possession and control of the Grantor.

c. The perpetual right to use and occupy such of Grantor's land adjacent to the Right-of-Way as is reasonably necessary for Operation and Maintenance Work Space, to be used from time to time and as may be necessary for the inspection and patrol (including subsurface digging), operation, maintenance, repair, replacement, relocation, reconstruction, reclamation, removal, protection, and idling of the pipeline.

d. The perpetual right of ingress and egress across Grantor's lands to and from the Right-of-Way, using existing roads, routes, and paths whenever reasonably possible in the determination of Grantee, at any and all times for all purposes convenient or incidental to the exercise by the Grantee of the rights herein granted. Except in the case of emergency, such ingress and egress by Grantee shall be preceded by twenty-four (24) hours' written notice to Grantor, which notice shall specify the ingress and egress route intended to be used by Grantee. In the event Grantor wishes to provide Grantee an access route in lieu of an existing road, route, or path, Grantor shall propose such substitute route by written notice of no less than 14 days. If Grantee in its business judgment determines that use of the substitute route will not result in delay or increased cost regarding Grantee's inspection, maintenance, repair, or other pipeline activities, Grantee shall relocate the route of ingress and egress to that specified in the written notice.

The aforesaid rights and easement are granted as and from the date hereof on the following terms and conditions, which are hereby mutually covenanted and agreed to, by and between the Grantor and the Grantee:

FIRST: Grantor covenants with Grantee that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

SECOND: The Grantee shall, at the time of construction of the pipeline, bury said pipeline through cultivated lands so that it will not interfere with ordinary annual crop cultivation, at a minimum depth of thirty-six inches below grade at the time of construction, or such other greater depth as may be required by law, and shall also pay for damage to annual crops, fences, trees and other existing improvements that may arise from the exercise of the rights herein granted in connection with the installation, repair, or maintenance of the pipeline(s) and Grantee's use of any of Grantor's lands adjacent to the Right-of-Way, including the Construction Work Space and the Operation and Maintenance Work Space. Said damages, if not mutually agreed upon, shall be determined by three disinterested persons, one to be appointed by Grantor, one by Grantee, and the third by the two persons aforesaid; and the award of such three arbitrators, or any two of them, in writing, shall be final. The cost of such arbitration shall be borne equally by Grantor and Grantee.

THIRD: Grantee shall have the right to clear and keep cleared all trees, undergrowth, and any other obstructions (including structures), whether temporary, permanent, man-made or natural, from the herein granted Right-of-Way and Grantee shall not be liable for damages caused by keeping said Right-of-Way clear of such trees, undergrowth and other obstructions in Grantee's exercise of the rights herein granted. Grantor shall not excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on, over, under or across the said Right-of-Way any pit, well, septic system, foundation, pavement, road or any other structure or installation,

whether temporary or permanent, natural or man-made, without Grantee's prior written consent, but otherwise Grantor shall have the right fully to use and enjoy said premises for surface agricultural uses except as the same may interfere with activities deemed by Grantee to be necessary, convenient or incidental to the purposes herein granted to Grantee, and provided further that Grantor's use does not interfere with Grantee's operations on the Right-of-Way. Further, Grantor shall not alter the grade of the Right-of-Way and easement without the express, prior written consent of Grantee.

FOURTH: Grantee shall be strictly liable for all damages and losses caused by or arising out of Grantee's activity, including operation of the pipeline, on the Right of Way, the Construction Work Space, the Operation and Maintenance Work Space, or access thereto, that may be asserted against Grantor (other than to the extent any such claims arise from the negligent conduct of Grantor, its agents, representatives, employees, contractors or invitees). Grantee agrees to defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to or resulting from Grantee's activity on the Right of way, the Construction Work Space, the Operation and Maintenance Work Space, or access thereto, including the activity of Grantee's agents, representatives, employees, contractors or invitees on the same, and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including attorneys' fees.

FIFTH: Grantee shall have the right to assign and mortgage this Agreement and the easement herein granted in whole or part as to all or any portion of the rights accruing hereunder, subject always to the terms hereof. Such assignment shall bind the assignee to the terms of this Agreement, except that an assignment for collateral purposes or mortgage shall not bind the assignee or mortgagee until such time as such party forecloses its interest or otherwise succeeds to the Grantee's rights accruing hereunder.

SIXTH: Any and all payments, communications or notices provided for herein may be served and shall be sufficient when served by depositing the same with the United States Post Office, with postage fully prepaid, by certified mail, return receipt requested, addressed to Grantor and Grantee at the addresses specified above as Grantor and Grantee's mailing addresses, or such other address as may be specified in writing by Grantor or Grantee or their respective successors or assigns from time to time.

SEVENTH: This Agreement, including all the covenants, indemnifications and conditions herein contained shall, to the greatest extent allowed by law, be construed as creating a perpetual and exclusive Right-of-Way and easement on and appurtenant to property owned by Grantor and shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors in title and assigns of Grantor and Grantee respectively.

EIGHTH: The waiver or failure to enforce any provision of this Agreement by either Grantor or Grantee or the waiver of a breach or violation of any provision of this Agreement by either party shall not operate as or be construed as a waiver of any subsequent breach, or waiver or failure to enforce, of any provision of this Agreement.

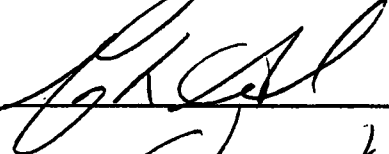
NINTH: Multiple Grantors and Grantees may execute separate original counterparts of this Agreement and such execution shall have the same effect as if each signatory executed the same counterpart. All counterparts shall be construed together and shall constitute one integrated agreement.

TENTH: GRANTOR(S) HAVING FULL KNOWLEDGE OF THE PROVISIONS OF THIS AGREEMENT AND THEIR RIGHTS THEREUNDER, EXPRESSLY WAIVE ALL RIGHTS WHATSOEVER THAT THEY MAY HAVE UNDER ANY APPLICABLE PROVISIONS OF THE MINNESOTA STATUTES, INCLUDING MINN. STAT. SEC. 216G.07, SUBD. 1, THAT REQUIRE THAT ANY PIPELINE INSTALLED SHALL BE BURIED WITH A MINIMUM LEVEL OF COVER OF NOT LESS THAN 4 1/2 FEET WHERE THE PIPELINE CROSSES CULTIVATED AGRICULTURAL LAND. GRANTOR(S) EXPRESSLY PERMIT(S) AND AGREE(S) TO GRANTEE'S INSTALLATION OF A PIPELINE WITH LESS THAN 4 1/2 FEET OF COVER AND A MINIMUM OF 3 FEET OF COVER.

I(WE), THE GRANTOR(S) HEREIN, HAVE READ AND UNDERSTOOD THIS WAIVER, AND AGREE TO ITS PROVISIONS.

GRANTOR:

Potlatch Minnesota Timberlands, LLC

BY: 

Print Name: Shaun K. Sunnarborg

Title: Regional Mgr

IN WITNESS WHEREOF, Grantor has executed this document this 27 day of August 2014.

GRANTOR:

Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware
601 West 1ST Avenue Suite 1600
Spokane, Washington 99201

BY: [Signature]

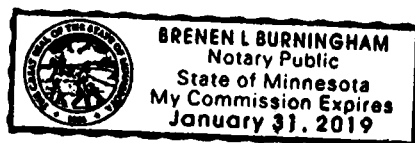
Print Name: Shawn K Sunnarborg

Title: Region Mgr

ACKNOWLEDGMENT

STATE OF Minnesota }
COUNTY OF Carlton } ss

The foregoing instrument was acknowledged before me this 27 day of August, 2014, by Shawn K Sunnarborg, the Region Manager, of POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE, on behalf of the company.



[Signature]
Sign Name

Brenen L Burningham, Notary Public
Print Name

My Commission Expires: 1/31/19

GRANTEE:

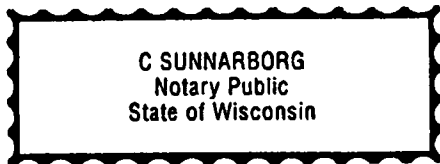
NORTH DAKOTA PIPELINE COMPANY LLC

BY: *John McKay*
JOHN MCKAY, Authorized Agent

ACKNOWLEDGMENT

STATE OF Wisconsin
COUNTY OF Douglas } ss

The foregoing instrument was acknowledged before me this 30th day of October 2014 by JOHN MCKAY, Authorized Agent of North Dakota Pipeline Company LLC, a Delaware limited liability company, on behalf of the limited liability company.



C Sunnarborg
Sign Name
C Sunnarborg, Notary Public
Print Name
My Commission Expires: 9-25-16

EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

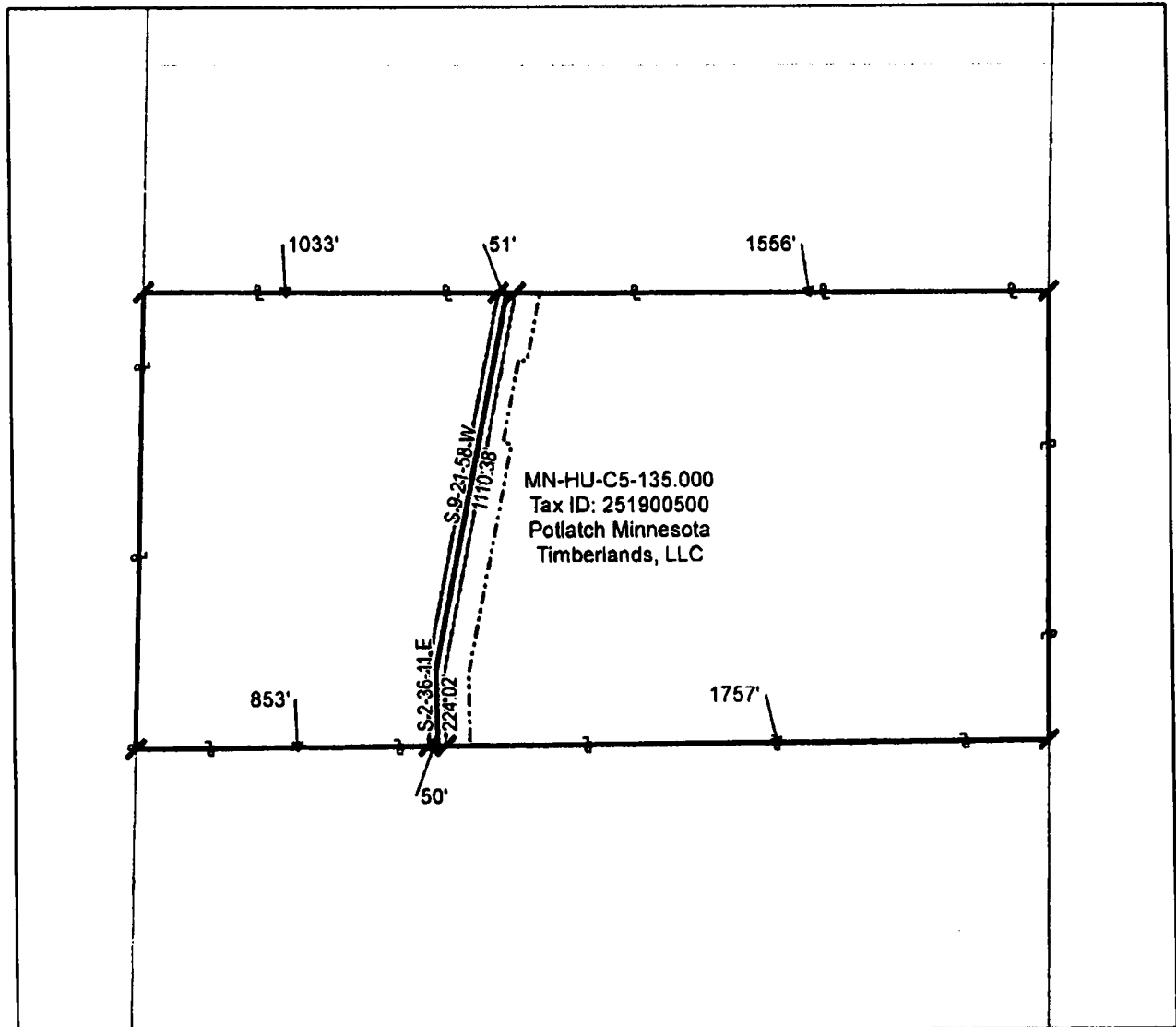
That certain tract of land situated in the NE ¼ SE ¼ and the NW ¼ SE ¼ of Section Nineteen (19), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.19.00500

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"
Potlatch Minnesota Timberlands, LLC



1,334.4035 Feet = 80.8729 Rods
 Permanent Easement = 1.5258 Acres
 Temporary Easement = 2.0093 Acres
 Additional Temporary Easement = 0.0000 Acres



0 0.05 0.1 0.2 Miles

Legend	
Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

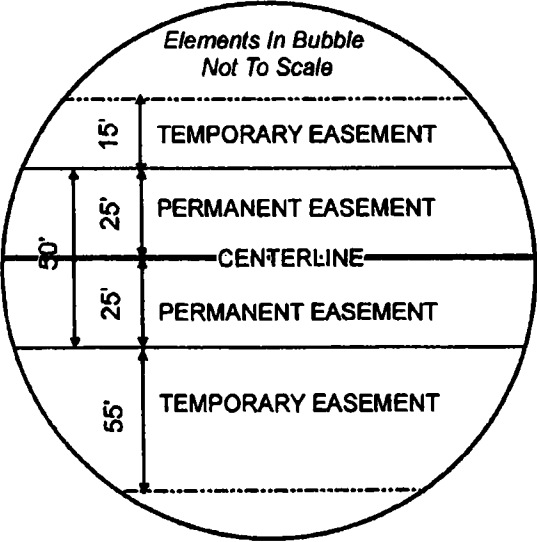
This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
 Potlatch Minnesota Timberlands, LLC

 8.24.14
 Tract No.: MN-HU-C5-135.000

EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

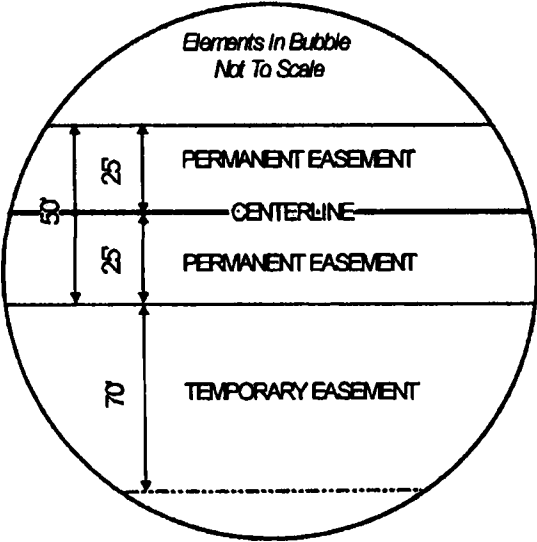


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section Nineteen (19), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.19.00400

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"
Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of
the State of Delaware

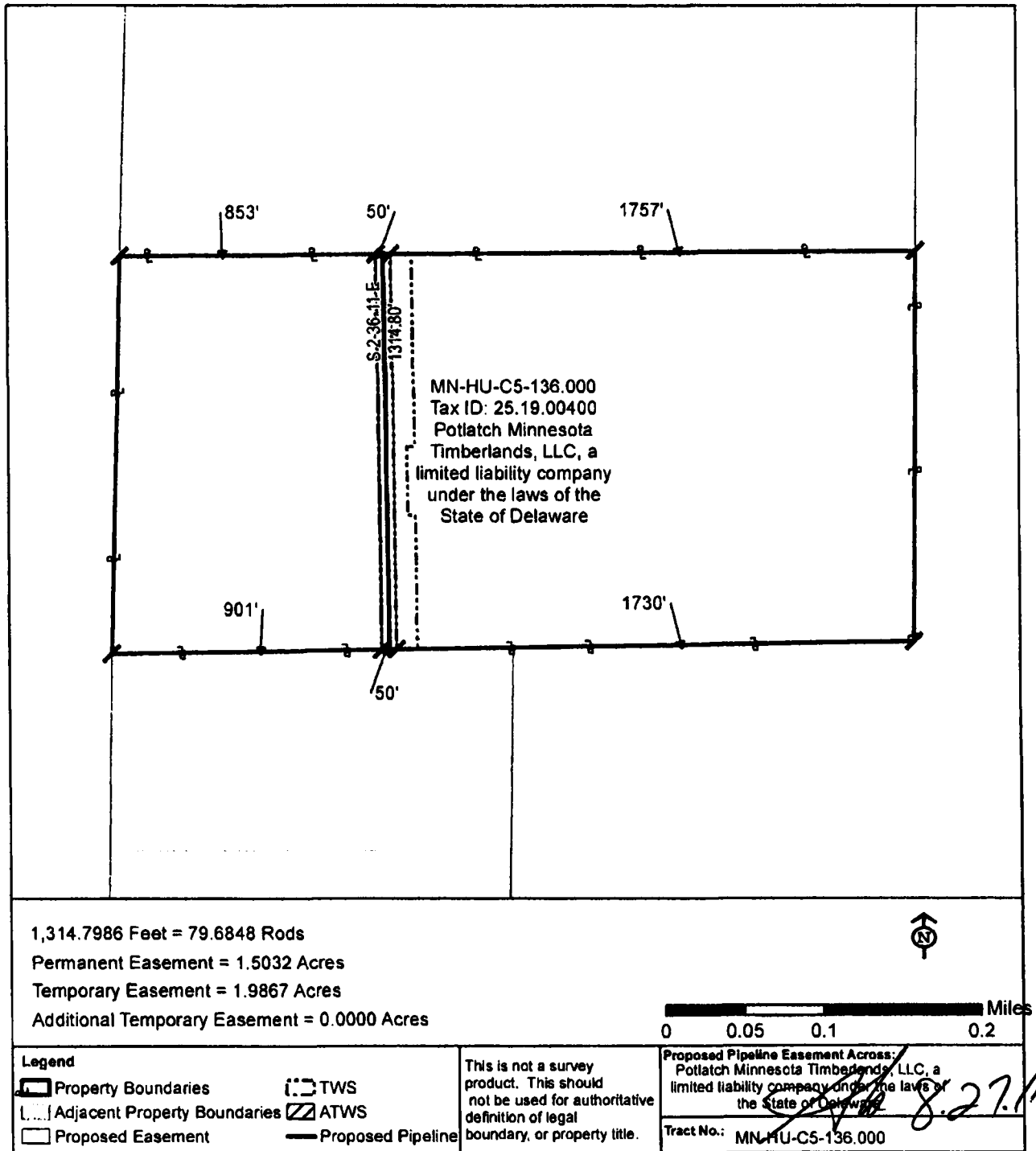
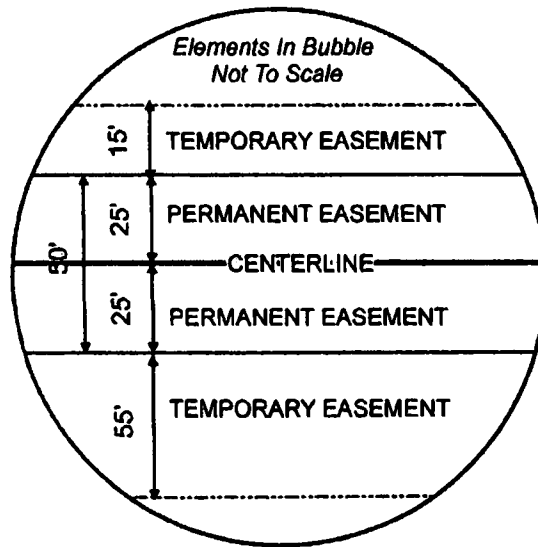


EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

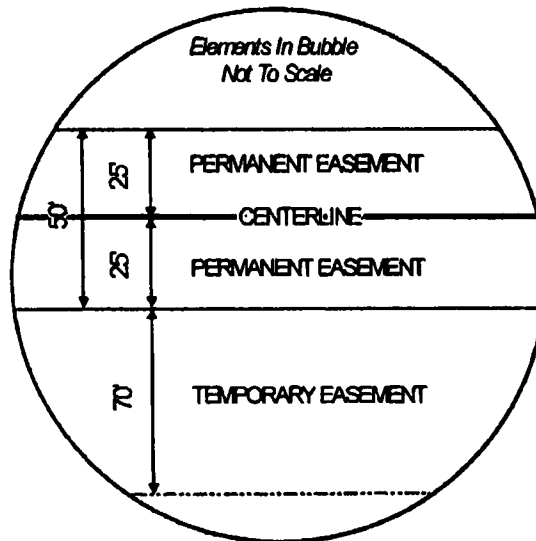


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NW ¼ of the NE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00500

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"
Potlatch Minnesota Timberlands, LLC

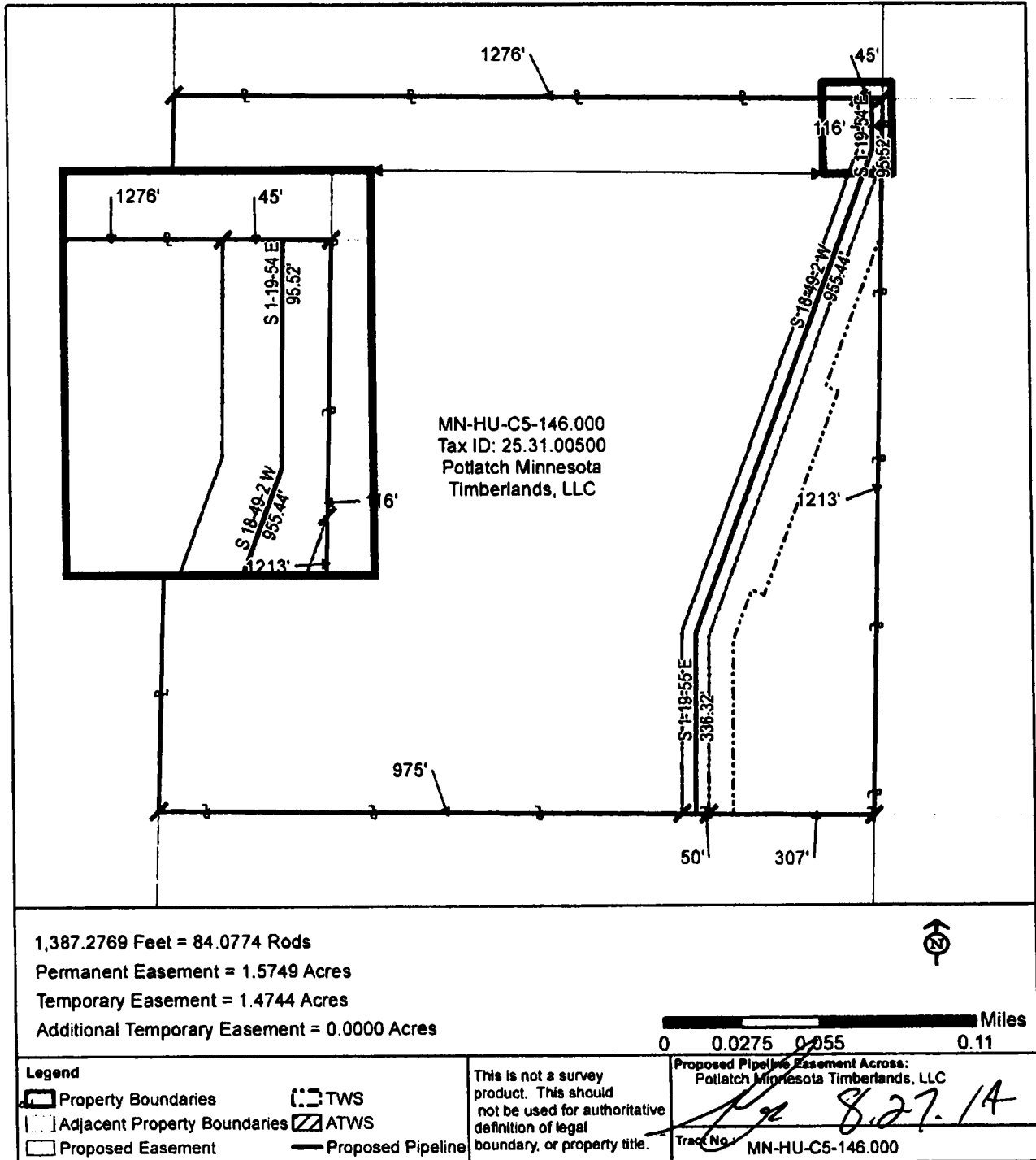
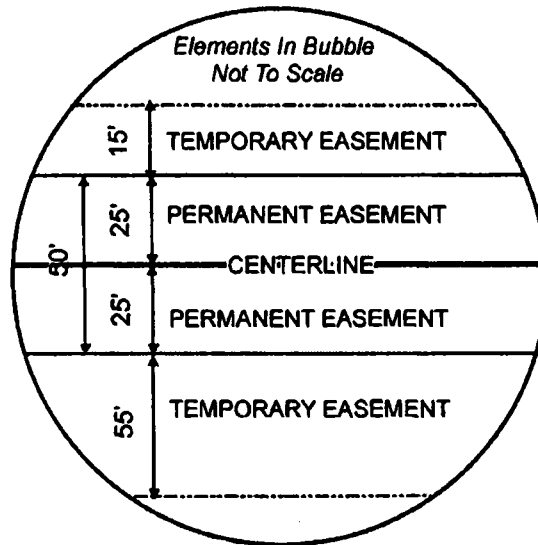


EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

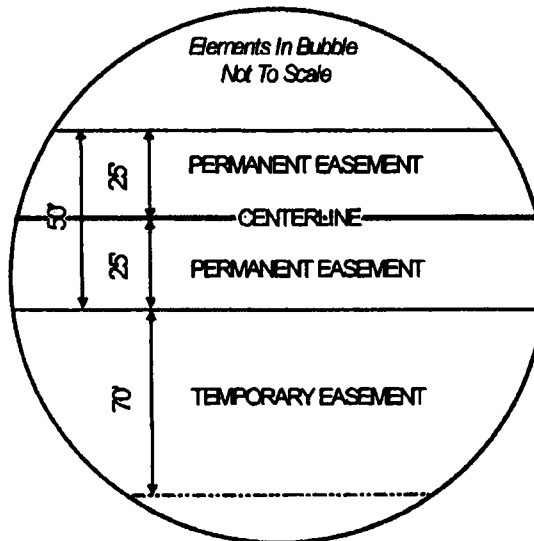


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the NE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.00600

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

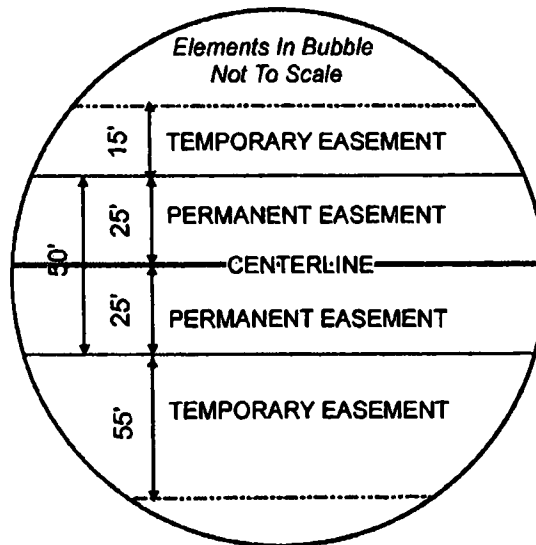
A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware



EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

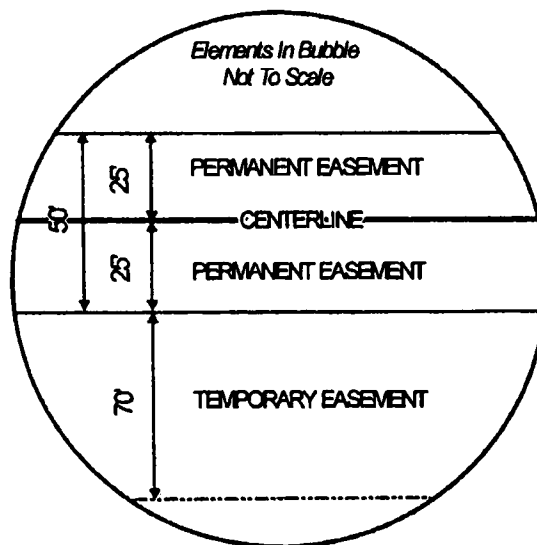


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NW ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

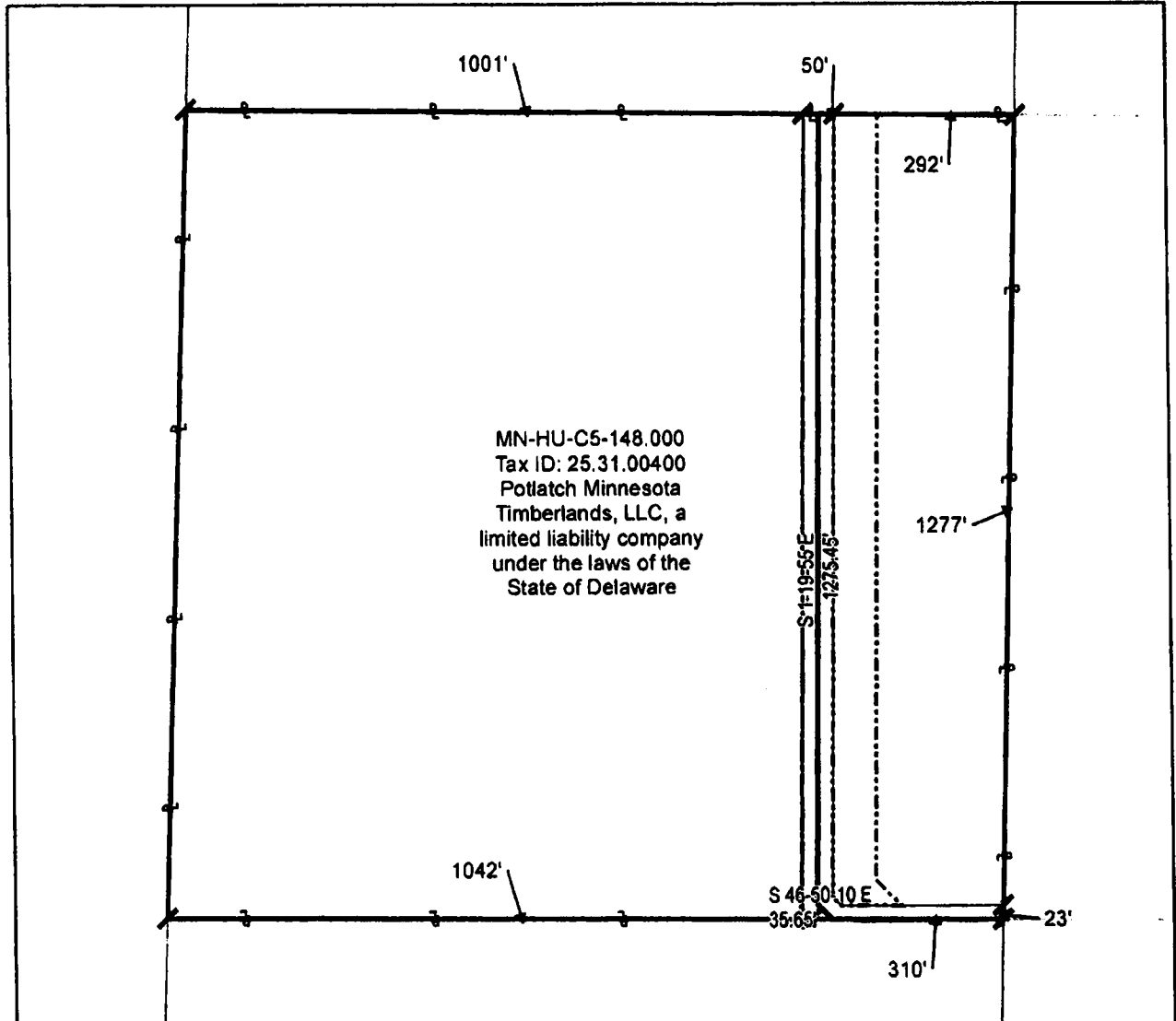
Permanent Index Number (P.I.N.): 25.31.00400

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"

Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware



1,311.1021 Feet = 79.4607 Rods

Permanent Easement = 1.6283 Acres

Temporary Easement = 2.0785 Acres

Additional Temporary Easement = 0.0000 Acres



0 0.0275 0.055 0.11 Miles

Legend

Property Boundaries

TWS

Adjacent Property Boundaries

ATWS

Proposed Easement

Proposed Pipeline

This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
Potlatch Minnesota Timberlands, LLC, a
limited liability company under the laws of
the State of Delaware

Tract No. MN-HU-C5-148.000

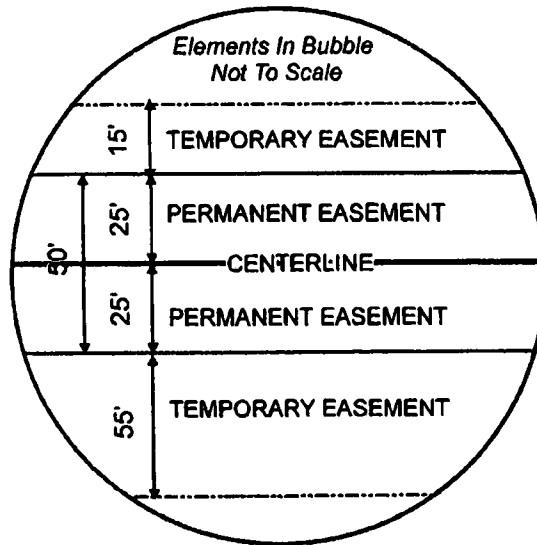
SPP

A14

Date Exported: Wednesday, May 07, 2014 2:45:56 PM

EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

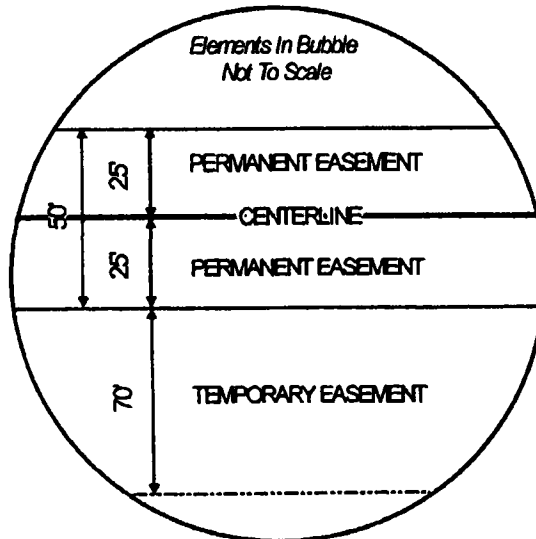


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SW ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

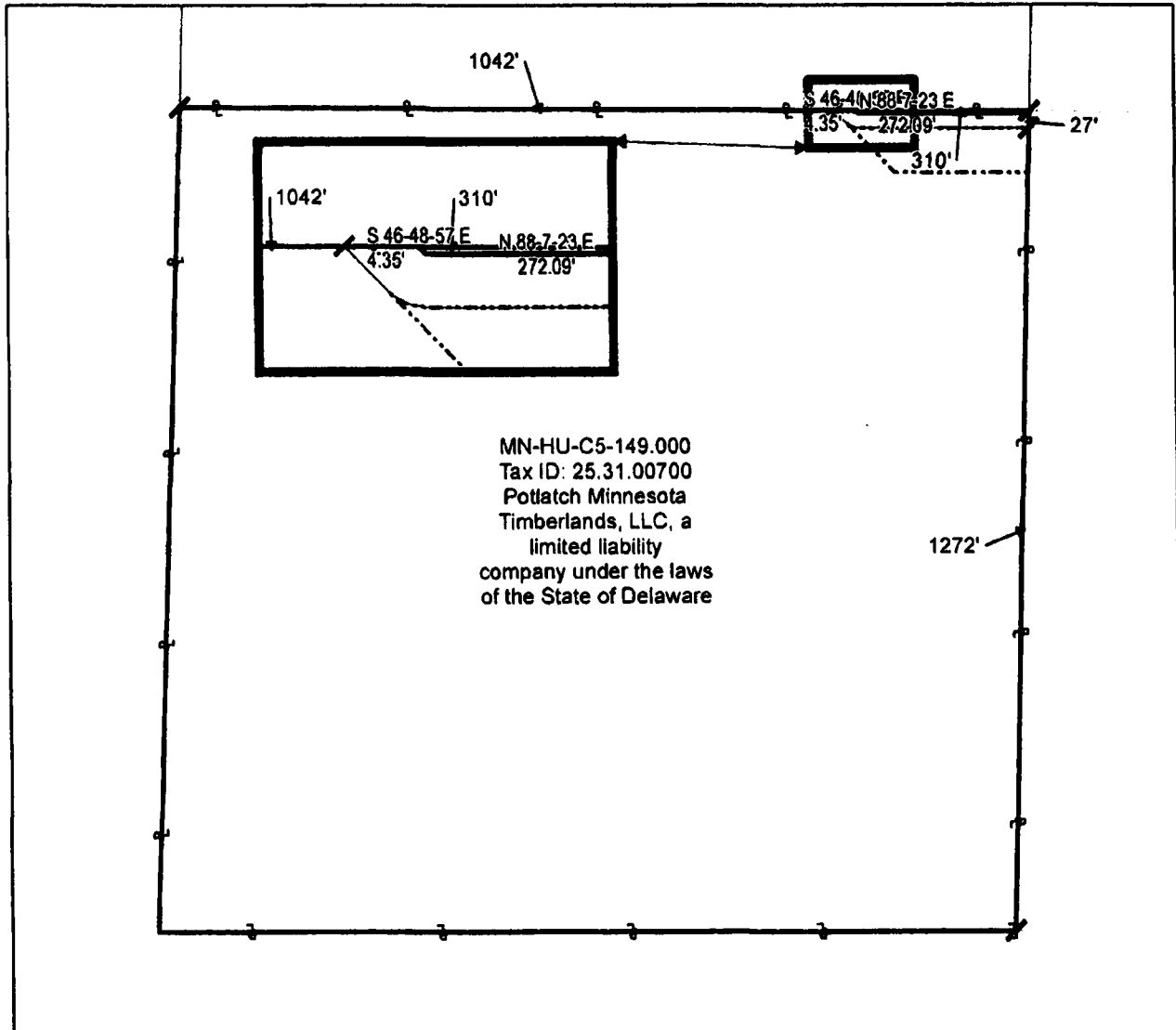
Permanent Index Number (P.I.N.): 25.31.00700

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"

Pottlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware



MN-HU-C5-149.000
Tax ID: 25.31.00700
Pottlatch Minnesota
Timberlands, LLC, a
limited liability
company under the laws
of the State of Delaware

276.4471 Feet = 16.7544 Rods

Permanent Easement = 0.1889 Acres

Temporary Easement = 0.3958 Acres

Additional Temporary Easement = 0.0000 Acres



0 0.0275 0.055 0.11 Miles

Legend

Property Boundaries

Adjacent Property Boundaries

Proposed Easement

TWS

ATWS

Proposed Pipeline

This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

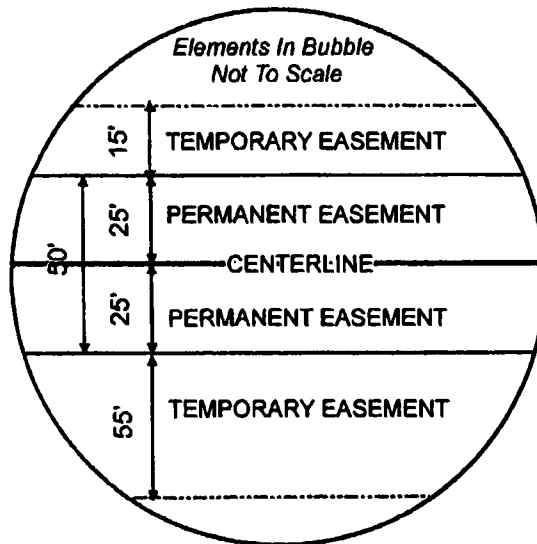
Proposed Pipeline Easement Across:
Pottlatch Minnesota Timberlands, LLC, a
limited liability company under the laws of
the State of Delaware

Tract No.: MN-HU-C5-149.000

Date Exported: Thursday, May 15, 2014 10:17:52 AM

EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

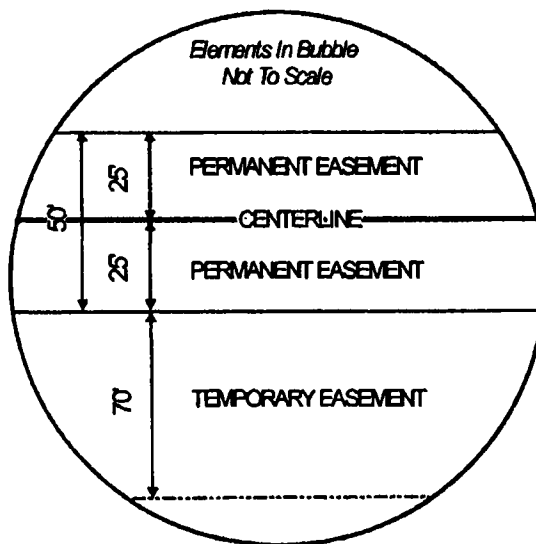


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NE ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.31.01100

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"

Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware

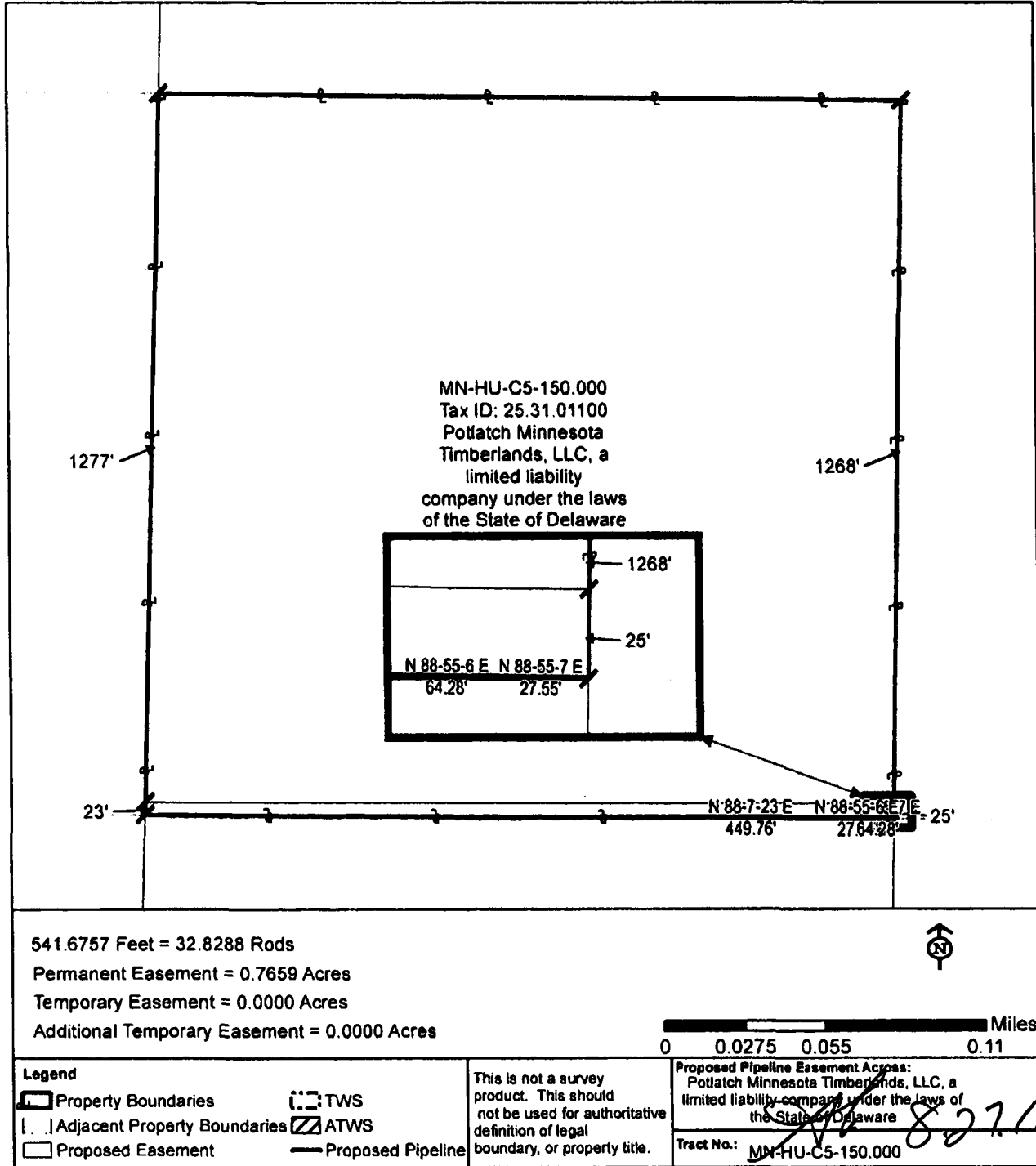
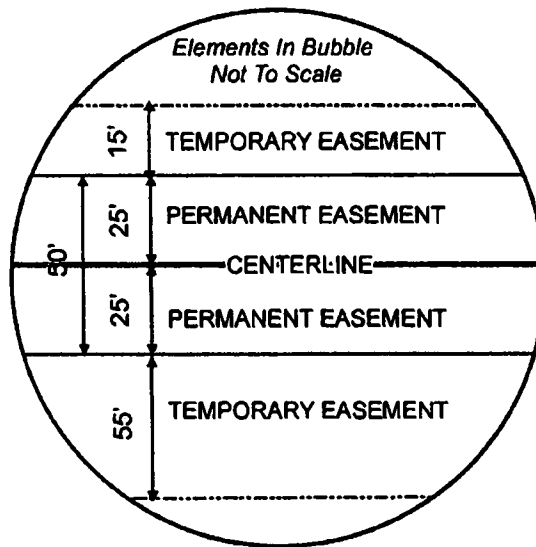


EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

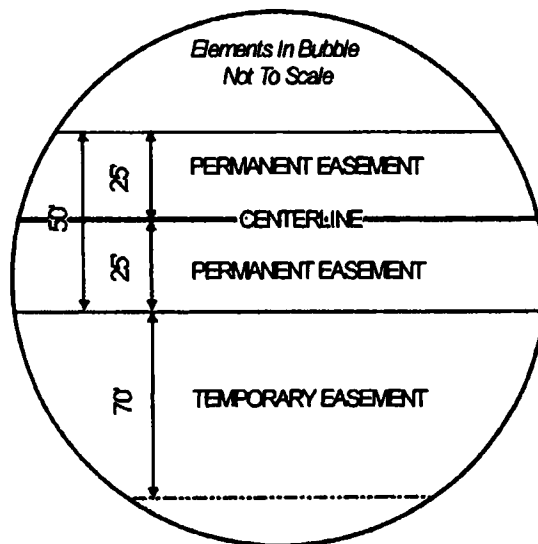


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The SE ¼ of the SE ¼ of Section Thirty-One (31), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

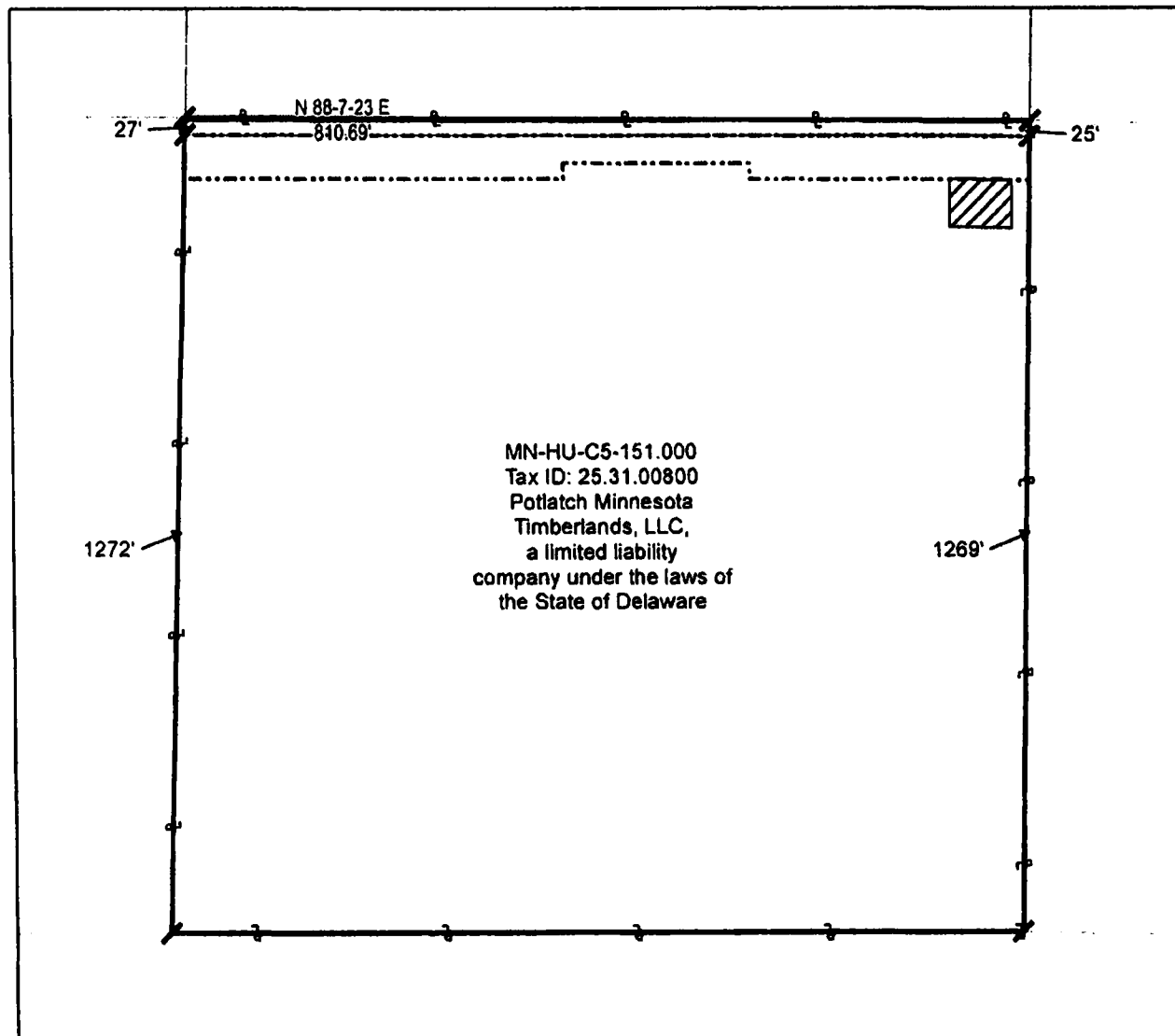
Permanent Index Number (P.I.N.): 25.31.00800

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"

Pottlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware



810.6054 Feet = 49.1276 Rods

Permanent Easement = 0.7925 Acres

Temporary Easement = 1.9992 Acres

Additional Temporary Easement = 0.1726 Acres



0 0.0275 0.055 0.11 Miles

Legend

Property Boundaries

Adjacent Property Boundaries

Proposed Easement

TWS

ATWS

Proposed Pipeline

This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
Pottlatch Minnesota Timberlands, LLC, a
limited liability company under the laws of
the State of Delaware

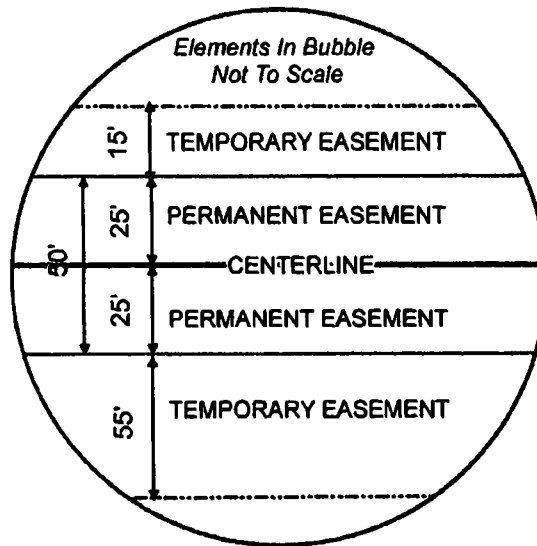
Tract No.: MN-HU-C5-151.000

SPP
A23

Date Exported: Wednesday, May 07, 2014 2:48:21 PM

EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

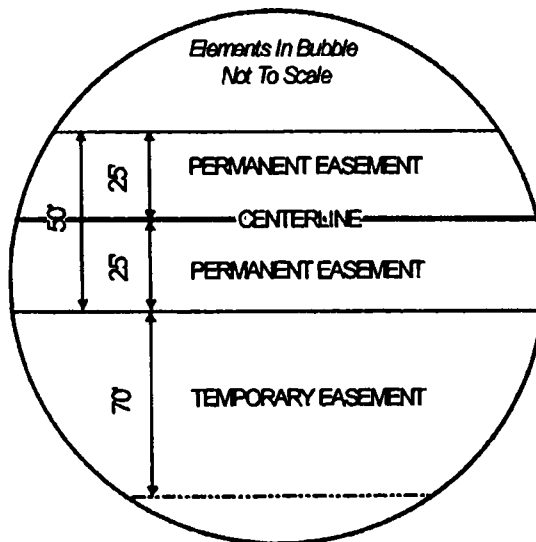


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

The NE ¼ of the SW ¼ of Section Thirty-Three (33), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian EXCEPT a strip of land 80 feet in width across the NE 1/4 of the SW 1/4 of Section 33, Township 139 North, Range 35 West, being 40 feet on either side of a centerline described as follows: Beginning at a point on the West line which is 210 feet North of the Southwest corner of said tract, thence running Northeasterly a distance of 1570 feet to a point on the East line which is 285 feet South of the Northeast corner of said tract.

Permanent Index Number (P.I.N.): 25.33.01200

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"
Potlatch Minnesota Timberlands, LLC

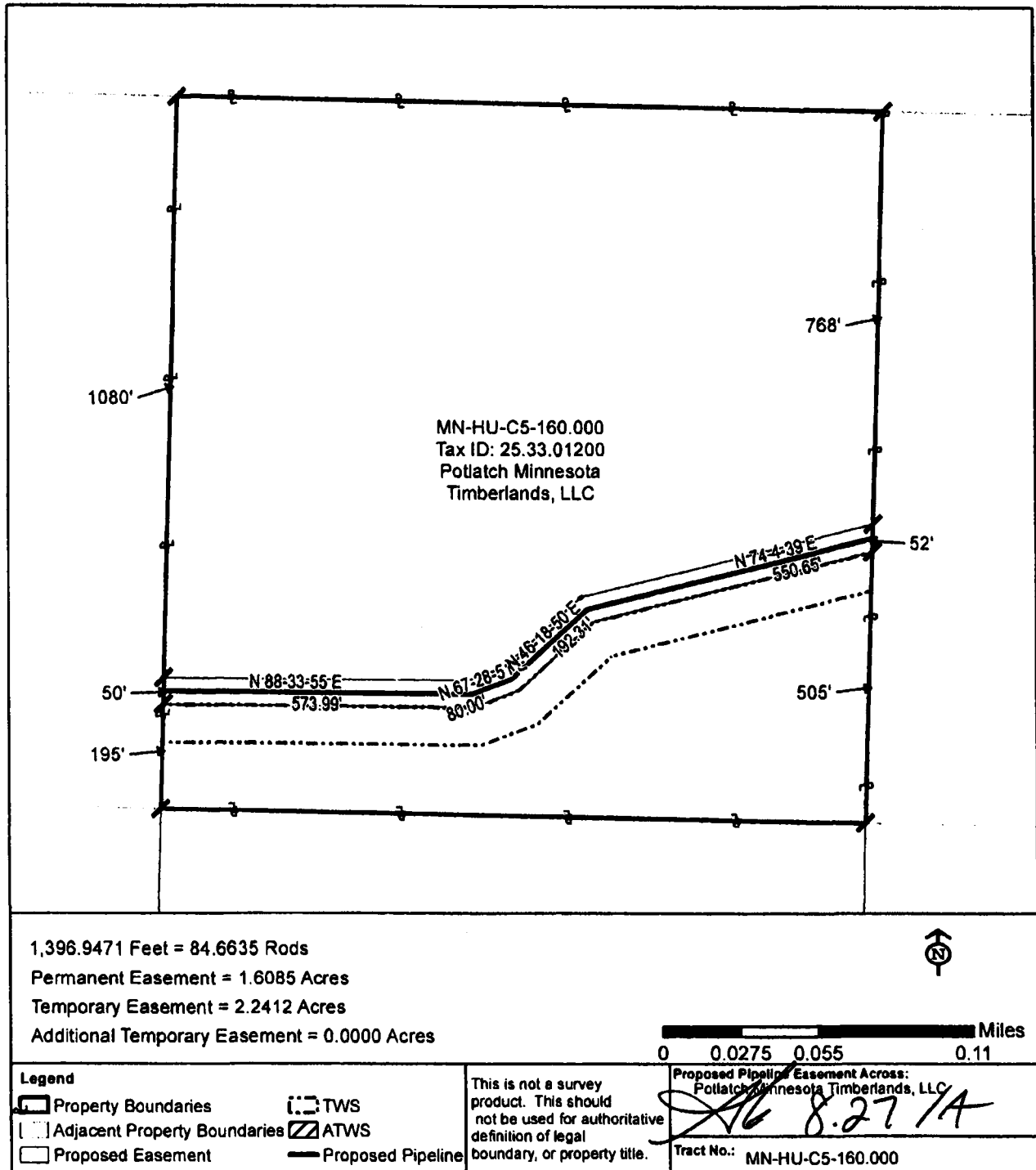
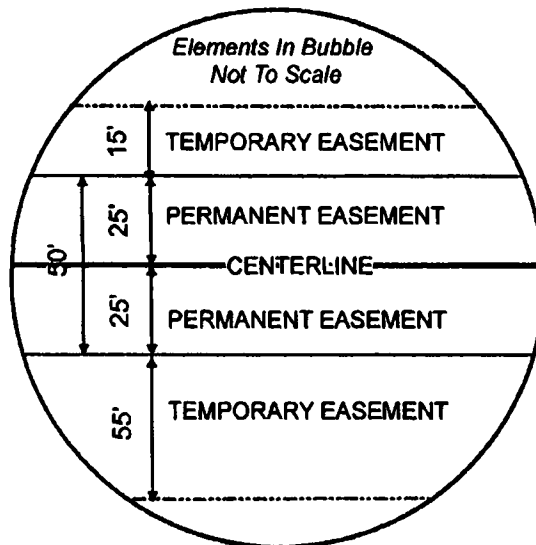


EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

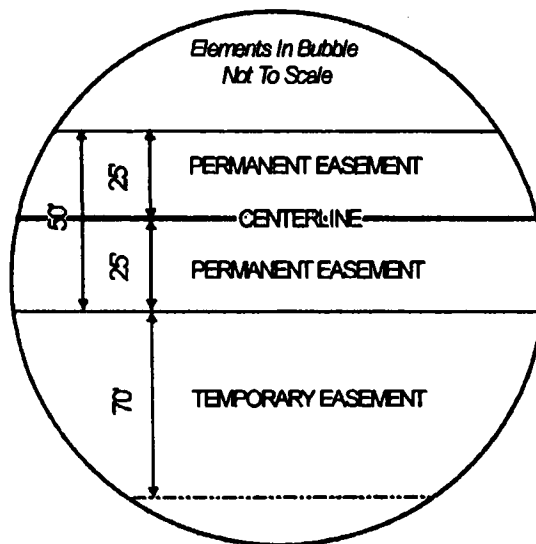


EXHIBIT A

This Exhibit A is attached to and made a part of this Right-of-Way and Easement Grant between POTLATCH MINNESOTA TIMBERLANDS, LLC, A LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF DELAWARE (Grantor), and North Dakota Pipeline Company LLC (Grantee).

GRANTOR'S PROPERTY LEGAL DESCRIPTION:

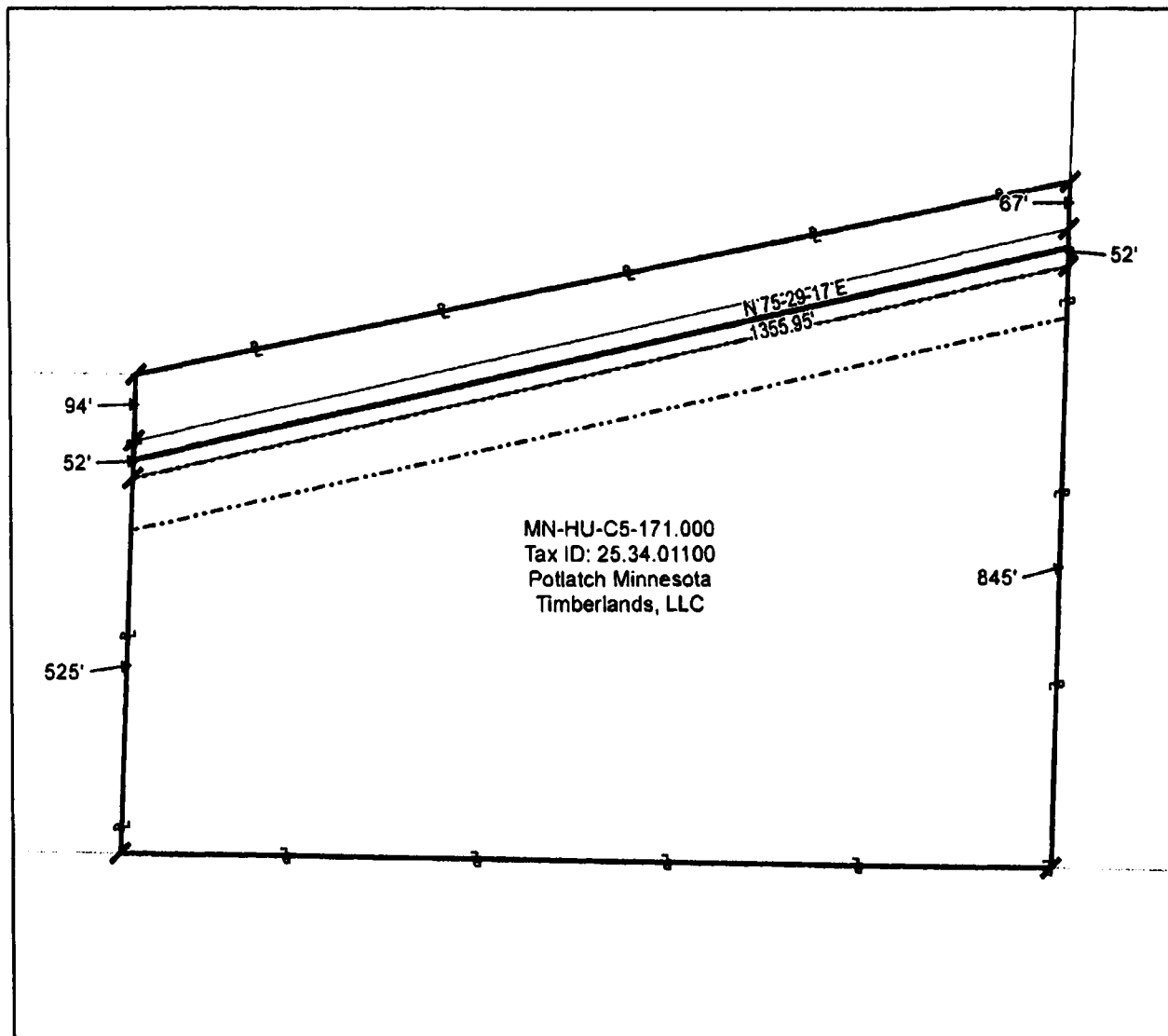
The SW ¼ of the NE ¼ less and except a strip of land 130 feet in width across the SW 1/4 of the NE 1/4 of Section 34, being 65 feet on either side of a centerline described as follows: Beginning at a point on the East line which is 305 South of the NE corner; thence running Southwesterly to a point on the West line of which is 610 feet South of the NW corner of Section Thirty-Four (34), Township One Hundred Thirty-Nine (139) North, Range Thirty-Five (35) West, of the 5th Principal Meridian, Hubbard County, Minnesota.

Permanent Index Number (P.I.N.): 25.34.01100

DESCRIPTION OF GRANTEE'S RIGHT-OF-WAY ACROSS ABOVE-DESCRIBED PROPERTY:

A Permanent Easement fifty feet (50') in width, being twenty-five feet (25') either side of the centerline of the pipeline, as installed, as approximately described herein on Exhibit A, along with Temporary Easement and Additional Temporary Workspace areas as indicated.

EXHIBIT "A"
Potlatch Minnesota Timberlands, LLC



1,355.9449 Feet = 82.1785 Rods
 Permanent Easement = 1.5620 Acres
 Temporary Easement = 2.1761 Acres
 Additional Temporary Easement = 0.0000 Acres



Miles
 0 0.0225 0.045 0.09

Legend	
Property Boundaries	TWS
Adjacent Property Boundaries	ATWS
Proposed Easement	Proposed Pipeline

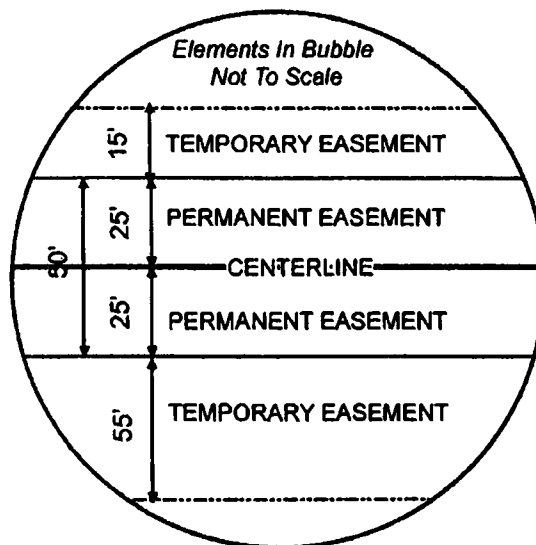
This is not a survey product. This should not be used for authoritative definition of legal boundary, or property title.

Proposed Pipeline Easement Across:
 Potlatch Minnesota Timberlands, LLC

 Tract No.: MN-HU-C5-171.000

EXHIBIT "A"
Typical Right of Way Spacing

Typical Greenfield



Typical Parallel

