



February 16, 1993

Potlatch  
Attn: Tom Witkowski  
1801 Mill Ave NE  
Brainerd MN 56401

Dear Mr. Witkowski,

Consolidated Telephone Company is seeking a route to bury fiber optic communication cable from Brainerd to Pillager. While looking at various routes to cross the Mississippi River, we found a present power transmission that is owned by Minnesota Power & Light Company. It crosses Northwest Paper Company land southwest of Brainerd. Minnesota Power & Light Company currently have an easement to cross the land and we are requesting permission to bury cable along that same right-of-way. The cable would be placed parallel to the power line and stay in the 60 foot wide area.

The legal description is as follows:

Crow Wing township T 44N - R 31W., the southern edge of section 3 and the NE 1/4 of section 9 to the river bank.

*PRH*  
~~A map is enclosed showing the proposed route in red pencil.~~ I am currently obtaining permission from Minnesota Power & Light to be in their easement and would appreciate your consideration for approval of this route.

If you have any questions, please don't hesitate to call.

Sincerely yours,

CONSOLIDATED TELEPHONE COMPANY

*Paul R. Hoheisel*

Paul R. Hoheisel, Plant Supt.

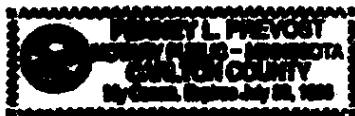
PRH/nr

NORTHWEST PAPER COMPANY hereby grants Consolidated Telephone Company an easement to cross the land in Crow Wing Township. Legal description as above.

*Sharon A. ...*  
Representative for Northwest Paper Co.

Date 2/18/93

The above was acknowledged before me this 18th day of February, 1993.



*Percy L. Prevost*

Residential and Business Telephone Systems  
Cellular and Mobile Telephone Service  
Digital and Voice Pagers

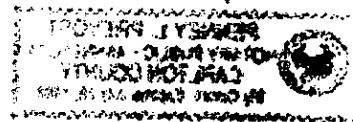
Office of County Recorder  
County of Crow Wing, Minn.

} SS. MICROFILMED

I hereby certify that the within instrument was filed  
in this office for record on the 23 day of March  
A.D. 1904 at 1:45 o'clock P.M.  
and was duly recorded as Doc. No. 464795

Kathy Lubenia  
County Recorder  
Wicki Stange  
Deputy

Consolidated Telephone Co.  
Bx B  
Brainerd, MN 56401  
attn: Paul H.



**CURRENT TAX CERTIFICATION**  
 REQUIRED  NOT REQUIRED  
**CERTIFICATE OF REAL ESTATE VALUE**  
 FILED  NOT REQUIRED  
 NO DELINQUENT TAXES-TRANSFER ENTERED  
 DATE February 25, 2004  
Ray A. Sundstrom BY [Signature]  
 CROW WING COUNTY AUDITOR  
 TRANSFER # 200401618  
 RE CODE: Pt 540091201000009  
Pt 54 009110000009

Office of County Recorder  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 25 day of Feb  
 A.D. 2004 at 8 o'clock PM M.  
 and was duly recorded as Doc. No. **0658977**  
[Signature] County Recorder  
 By Vicki Stange Deputy

**EASEMENT**

EASEMENT NO #: CW-BS-21, 22

KNOW ALL PERSONS BY THESE PRESENTS, that Potlatch Corporation, a corporation under the laws of the State of Delaware, "Grantor",  
 whether one or more, whose post office address is: PO Box 504, Cloquet, MN 55720  
 in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto United Power Association (UPA), a Minnesota cooperative corporation, whose lawful agent is Great River Energy (GRE), a Minnesota cooperative corporation in accordance with that certain Management Agreement between UPA and GRE dated January 1, 1999, (Grantee-hereafter referred to as UPA, its post office address being Post Office Box 800, Elk River, Minnesota, 55330-0800, and to its successors and assigns, the right to enter upon the following described real property in Crow Wing County, Minnesota situated in:

Section 9, Township 44 North, Range 31 West

more particularly described on attached **Exhibit A**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain thereon, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of wood pole and anchor structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement over and across the lands adjoining the easement, and the right to occupy and use that part of the lands adjoining the easement necessary for the performance of the construction, reconstruction, relocation and repair of the electric transmission or distribution line or system or communication facilities, and the right to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area, and to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement that are tall enough to strike any part of said transmission line or system in falling.

Grantor reserves the right to cultivate, use and occupy said easement, except, that without the prior written approval of UPA, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

UPA agrees to pay to Grantor prior to the construction of said line or system on the above-described lands.

Further, UPA agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

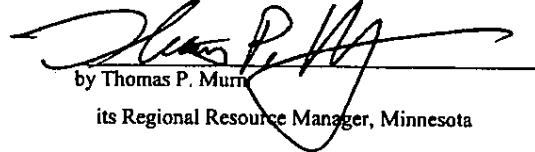
CW-BS-21, 22

All facilities installed and placed by UPA or its permittee(s) on said lands shall remain the property of UPA or its permittee(s), removable at the option of UPA or its permittee(s).

This Easement has been duly executed by Grantor on this 9<sup>th</sup> day of February, 2004.

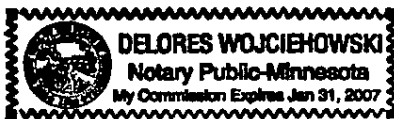
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2004, by  
Thomas P. Murn, Regional Resource Manager, Minnesota of  
(NAME/TITLE)  
Potlatch Corporation, a corporation under the laws of the State of Delaware, on behalf of the corporation.

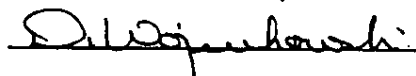
POTLATCH CORPORATION

  
by Thomas P. Murn  
its Regional Resource Manager, Minnesota

STATE OF MINNESOTA  
COUNTY OF CARLTON

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2004, by  
Thomas P. Murn, Regional Resource Manager, Minnesota of  
(NAME/TITLE)  
Potlatch Corporation, a corporation under the laws of the State of Delaware, on behalf of the corporation.



 (Notary)

Drafted By: Great River Energy  
Land Rights Department  
17845 East Highway 10  
Elk River, MN 55330-0800  
763/441-3121  
(To be returned to same after recording.)  
Revised 6/26/02

RETURN TO

CW-BS-21, 22

### Exhibit A

An easement across Government Lot 1 and the Northeast Quarter of the Northeast Quarter of Section 9, Township 44 North, Range 31 West;

Said easement lying 35.00 feet either side of the following described line as shown on attached Exhibit B1: commencing at the northeast corner of said Northeast Quarter of Northeast Quarter of Section 9; thence South 3 degrees 47 minutes 06 seconds East, along the easterly line of said Northeast Quarter of Northeast Quarter of Section 9, a distance of 8.38 feet to the point of beginning; thence South 76 degrees 33 minutes 43 seconds West a distance of 299.22 feet to "Point A"; thence South 64 degrees 09 minutes 43 seconds West a distance of 1720.53 feet to "Point B"; thence North 83 degrees 12 minutes 44 seconds West to the Mississippi River and there terminating;

And also an easement for anchor purposes, lying 10.00 feet either side of the following described line: beginning at above referenced "Point A"; thence North 19 degrees 38 minutes 17 seconds West a distance of 60.00 feet and there terminating;

And also an easement for anchor purposes, lying 10.00 feet either side of the following described line: beginning at above referenced "Point B"; thence South 9 degrees 31 minutes 30 seconds East a distance of 75.00 feet and there terminating

