

EXHIBIT A

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across those parts of the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 29, Township 135 North, Range 27 West, Crow Wing County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the Northeast Corner of said Section 29; thence South 01 degree 27 minutes 07 seconds East (assuming a line between the North Quarter Corner of said Section 29 and said Northeast Corner bears North 89 degrees 37 minutes 16 seconds East) 412.58 feet to the point of beginning of the centerline to be herein described;

thence South 44 Degrees 31 Minutes 34 Seconds West for 140.36 feet;
thence South 35 Degrees 46 Minutes 14 Seconds West for 128.87 feet;
thence South 45 Degrees 06 Minutes 06 Seconds West for 278.05 feet;
thence South 29 Degrees 48 Minutes 06 Seconds West for 133.65 feet;
thence South 13 Degrees 19 Minutes 14 Seconds West for 105.54 feet;
thence South 22 Degrees 36 Minutes 21 Seconds West for 222.18 feet;
thence South 29 Degrees 03 Minutes 36 Seconds West for 610.82 feet;
thence South 42 Degrees 13 Minutes 14 Seconds West for 111.28 feet;
thence South 49 Degrees 20 Minutes 38 Seconds West for 265.97 feet;
thence South 46 Degrees 31 Minutes 38 Seconds West for 252.26 feet;
thence South 34 Degrees 18 Minutes 25 Seconds West for 146.81 feet;
thence South 46 Degrees 01 Minutes 50 Seconds West for 104.38 feet;
thence South 65 Degrees 40 Minutes 11 Seconds West for 69.60 feet;
thence South 74 Degrees 12 Minutes 47 Seconds West for 150.96 feet;
thence South 65 Degrees 02 Minutes 17 Seconds West for 90.64 feet;
thence South 52 Degrees 35 Minutes 41 Seconds West for 100.37 feet;
thence South 42 Degrees 53 Minutes 26 Seconds West for 142.23 feet;
thence South 49 Degrees 20 Minutes 39 Seconds West for 93.09 feet;
thence South 70 Degrees 23 Minutes 56 Seconds West for 65.42 feet;
thence South 84 Degrees 27 Minutes 23 Seconds West for 141.56 feet;
thence South 77 Degrees 29 Minutes 28 Seconds West for 72.26 feet;
thence South 60 Degrees 48 Minutes 42 Seconds West for 88.62 feet;
thence South 57 Degrees 22 Minutes 13 Seconds West for 230.46 feet;
thence South 65 Degrees 35 Minutes 38 Seconds West for 118.30 feet;
thence South 62 Degrees 42 Minutes 50 Seconds West for 140.61 feet;
thence South 45 Degrees 36 Minutes 38 Seconds West for 146.69 feet;
thence South 65 Degrees 06 Minutes 07 Seconds West for 124.92 feet;
thence South 58 Degrees 18 Minutes 07 Seconds West for 180.53 feet;
thence South 39 Degrees 06 Minutes 22 Seconds West for 77.21 feet;
thence South 06 Degrees 28 Minutes 15 Seconds West for 76.64 feet;
thence South 19 Degrees 37 Minutes 28 Seconds East for 151.61 feet;
thence South 00 Degrees 41 Minutes 03 Seconds East for 84.75 feet;

thence South 16 Degrees 05 Minutes 14 Seconds West for 229.07 feet;
thence South 04 Degrees 41 Minutes 05 Seconds East for 100.89 feet,

more or less, to the south line of said Northeast Quarter of the Southwest Quarter and said described centerline there terminating. The sidelines of said easement shall be prolonged or shortened to meet and terminate at the east line of said Northeast Quarter of the Northeast Quarter and at the south line of said Northeast Quarter of the Southwest Quarter.



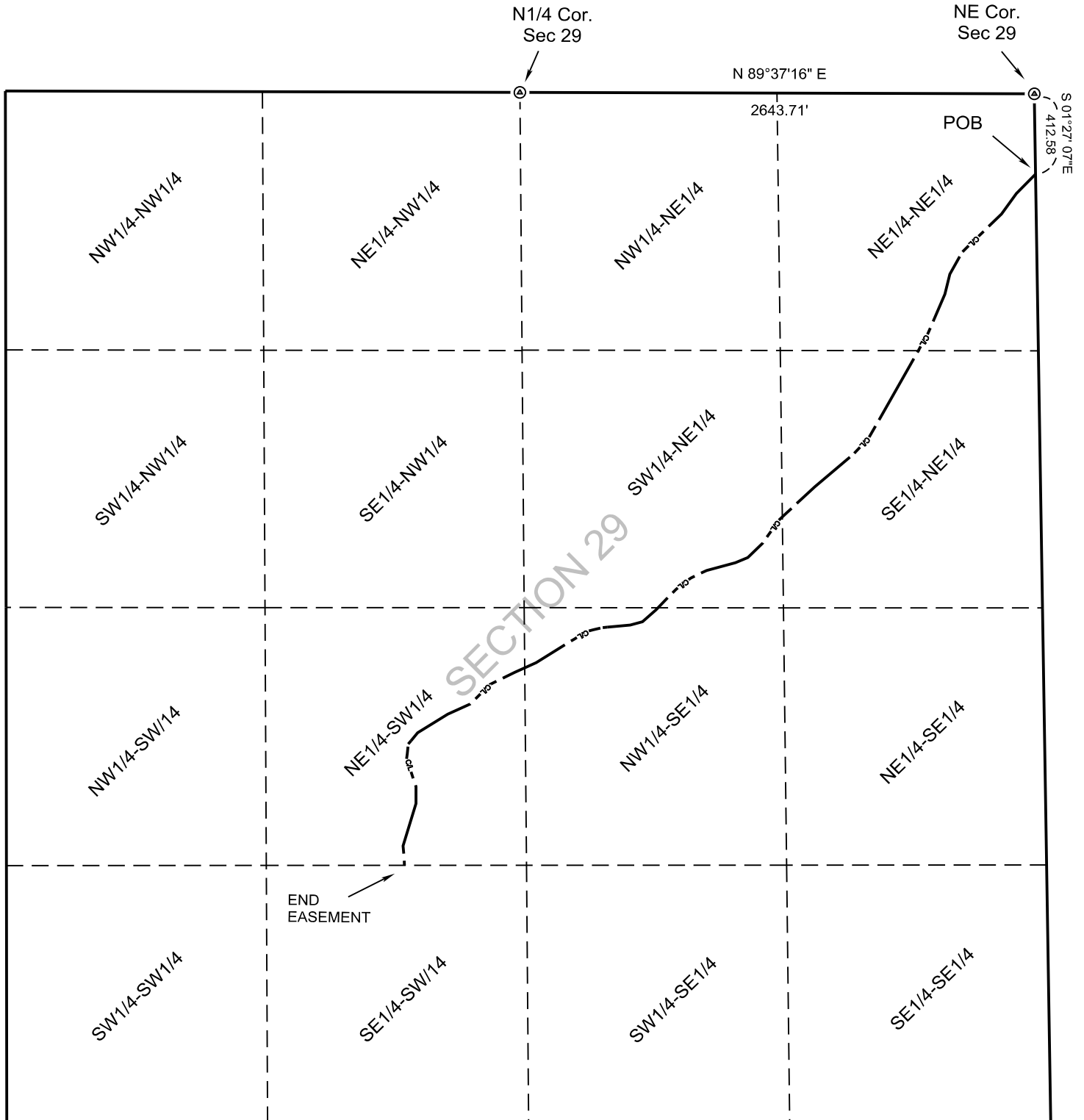
Not to scale

"EXHIBIT B"

ROADWAY EASEMENT

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across those parts of the Northeast Quarter of the Northeast Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Northwest Quarter of the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 29, Township 135 North, Range 27 West, Crow Wing County, Minnesota

For course description see "Exhibit A"



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

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

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

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