

306720 FILED DEC 30 1997 AT **9AM****ROGER HOWARD ACT. CO. RECORDER**

Form No. 3532 Rev. 07/94

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **POTLATCH CORPORATION**, a Delaware corporation, as Grantor, in consideration of the sum of \$1.00 and other good and valuable consideration to Grantor in hand paid by Minnesota Power & Light Company, a Minnesota corporation, hereinafter "MP&L," does hereby grant unto MP&L, its successors and assigns forever, the perpetual right, privilege, and easement to survey, construct, operate, maintain, use, rebuild, or remove electric power or communication lines or cables, consisting of poles, towers, structures, crossarms, guys, braces, anchors, wires, cables, conduits, counterpoises, fixtures, and other devices used or useful in the operation, maintenance, and use of said lines or cables, together with the right to locate, construct or reconstruct same at various voltages and dimensions at any time hereafter as MP&L shall deem useful or necessary, across, over, under or through the following described lands situated in Aitkin County, Minnesota; to-wit:

The Southwest Quarter of the Southwest Quarter (SW^{1/4}-SW^{1/4}) and the Southeast Quarter of the Southwest Quarter (SE^{1/4}-SW^{1/4}), Section Five (5), and the Northeast Quarter of the Northeast Quarter (NE^{1/4}-NE^{1/4}), Southwest Quarter of the Northeast Quarter (SW^{1/4}-NE^{1/4}), and Southeast Quarter of the Northeast Quarter (SE^{1/4}-NE^{1/4}), Section Seven (7), all in Township Fifty-one (51) North, Range Twenty-six (26) West.

The easement conveyed by this document is **Ninety feet (90')** in width, as indicated on the prints **MA-5102, MA-5103, MA-5105, MA-5106 and MA-5587** attached hereto and made a part hereof, and includes such additional width outside of the above distance as is necessary to accommodate guys, wires, anchors and any other necessary appurtenance. Grantor hereby acknowledges that the above description definitely and specifically describes the easement being acquired, and that said easement is of the minimum necessary for the safe conduct of the business for which this easement is granted.

The grant of easement herein contained shall also include the right of MP&L 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 MP&L, its contractor, agents, or assigns.

The grant of easement herein contained shall include the right to enter upon the property of Grantor to remove from said strip of land and dispose of any structures, trees (including the branches of trees overhanging the strip of land), or objects, except fences, which in the opinion of MP&L will interfere with said lines, together with the right to cut and dispose of all dead, weak, leaning, or dangerous trees outside of the above-stated width, from time-to-time, whenever necessary to the proper protection of said lines, that are tall enough to come within five feet of striking the wires in falling.

The grant of said easement shall include the right to enter and locate upon the property of Grantor equipment necessary to ground fences, structures, buildings, or any other structure which may require grounding for safety purposes.

Grantor reserves the right to cultivate, use and occupy said land, except that without the prior written approval of MP&L, the Grantor shall not bury or place in the ground any object, nor plant any trees thereon, nor erect any structures, hay or straw stacks, or other objects permanent or temporary, except fences, and in the event that said lines or cables are placed beneath the surface, Grantor

shall seek prior written approval from MP&L prior to any digging to a depth of more than two feet within the easement area.

MP&L shall pay for all damages to crops, fences, livestock, roads, and fields caused by the construction or maintenance of said lines, excepting and excluding trees within the easement area.

Grantor covenants with MP&L, its successors, and assigns, that Grantor is the owner of the lands described herein and has the right to sell and convey an easement in the manner and form aforesaid.

It is understood that the right, privilege, and easement hereby granted shall extend only to the interest or interests of the Grantor herein named; and the provisions hereof shall extend to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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.

This instrument was drafted by Minnesota Power & Light Company, 30 West Superior Street, Duluth, Minnesota 55802.

This instrument is exempt from payment of state deed stamps pursuant to Minnesota Statutes Section 287.22.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument this 22nd day of May, 1998.

POTLATCH CORPORATION

By [Signature]

Its

Land Agent

By _____

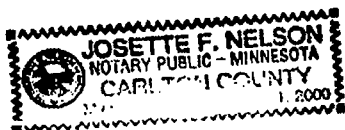
Its

State of Minnesota)

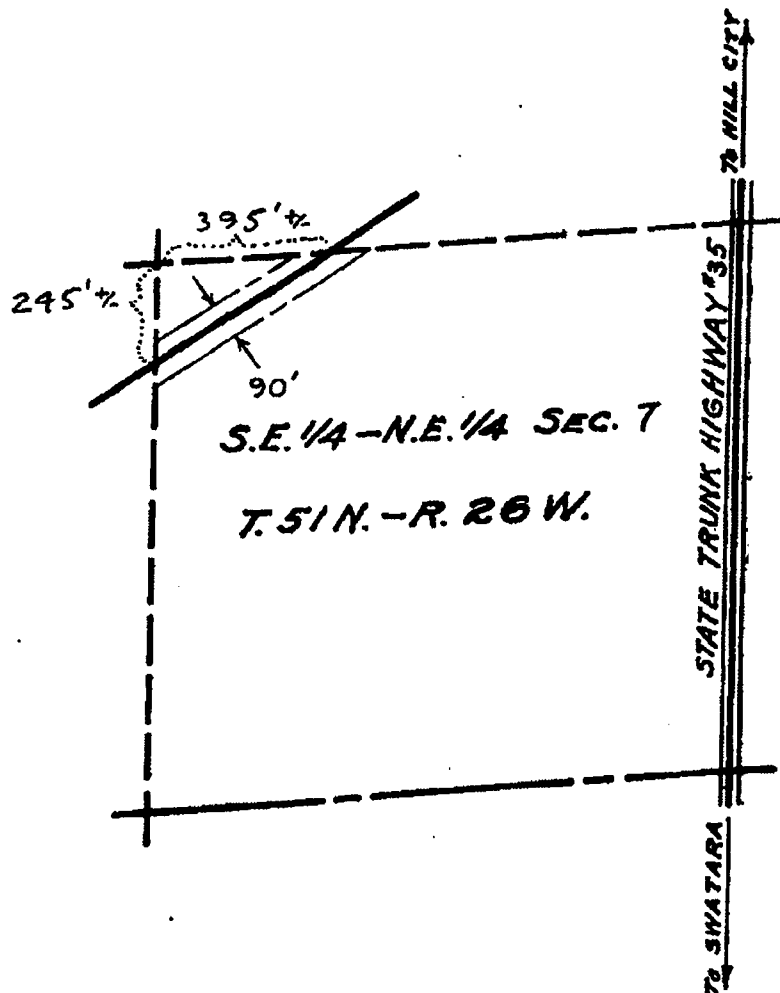
County of Carlton)

ss.

The foregoing instrument was acknowledged before me this 22nd day of May, 1998, by Shawn Sunnaborg and _____ the Land Agent and _____ of Potlatch Corporation, a Delaware corporation, on behalf of the corporation.



[Signature]
Notary Public



110 K. V. TRANSMISSION
BLANCHARD-NASHWAUK LINE
THROUGH

S.E. 1/4 - N.E. 1/4 SEC. 7

T. 51 N. - R. 26 W.

MINNESOTA POWER & LIGHT CO.

SCALE: 1"=400'

FEB. 19, 1924

APPROVED: *[Signature]* RES. ENG.

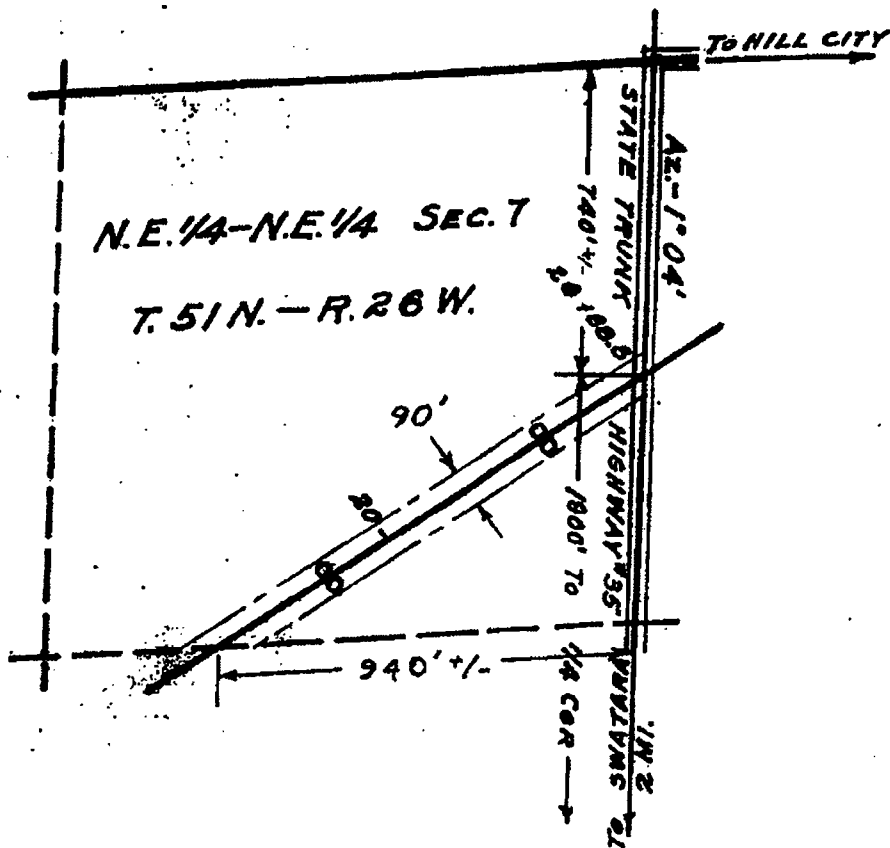
MA-5102

DRAWN BY	G.A.S.
TRACED BY	J.H.L.
CHECKED	R.A.B.
CORRECT	FAH

5-14-24 1-12-96

HILL CITY DIV.

10135183 T51N R26W



110 K. V. TRANSMISSION
BLANCHARD-NASHWAUK LINE
THROUGH
N.E. 1/4 - N.E. 1/4 SEC. 7

T. 51 N. - R. 26 W.
MINNESOTA POWER & LIGHT CO.
SCALE: 1"=400' FEB. 19, 1924

APPROVED *R. M. Phares* RES. ENG.

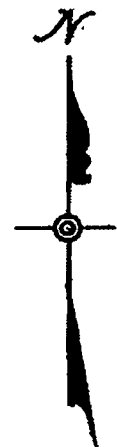
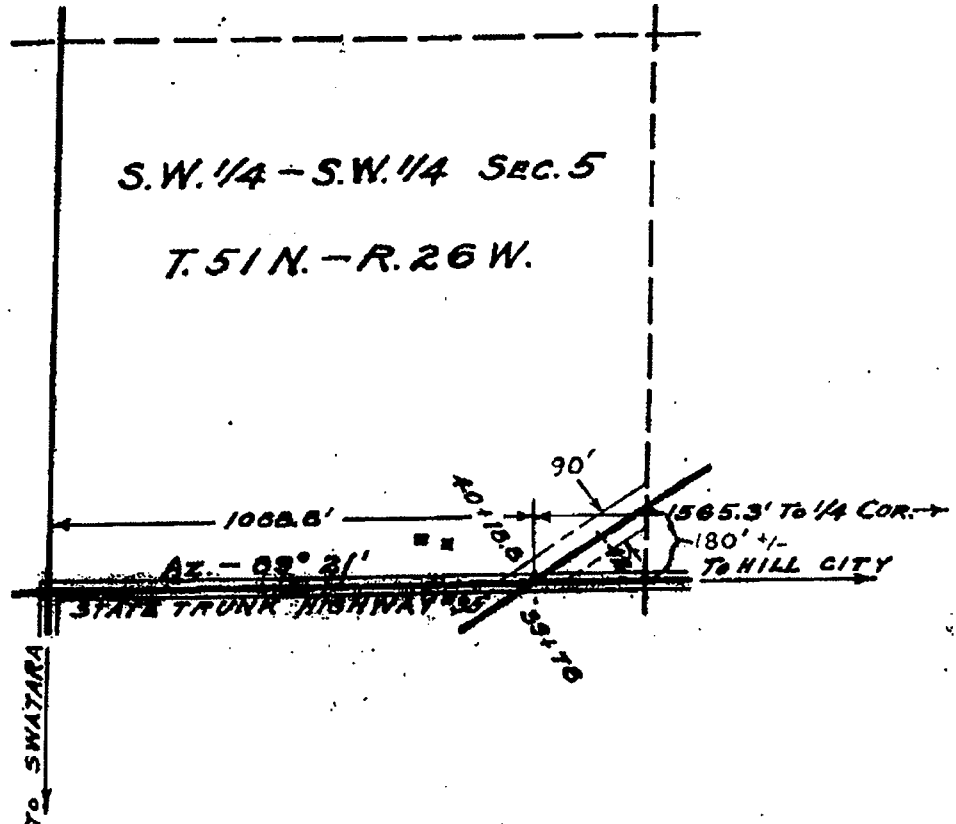
MA-5103

DRAWN BY	G.A.S.
TRACED BY	I.H.L.
CHECKED	R.A.B.
CORRECT	5-14-26

4-18-96

HILL CITY DIV.

10 12 5 15 3 15 IN 12 5 10 15 10 15



110 K. V. TRANSMISSION
 BLANCHARD-NASHWAUK LINE
 THROUGH
 S.W. 1/4 - S.W. 1/4 SEC. 5
 T. 51 N. - R. 26 W.
 MINNESOTA POWER & LIGHT CO.
 SCALE: 1"=400' FEB. 19, 1924

APPROVED. *R. M. Haines* RES. ENG.

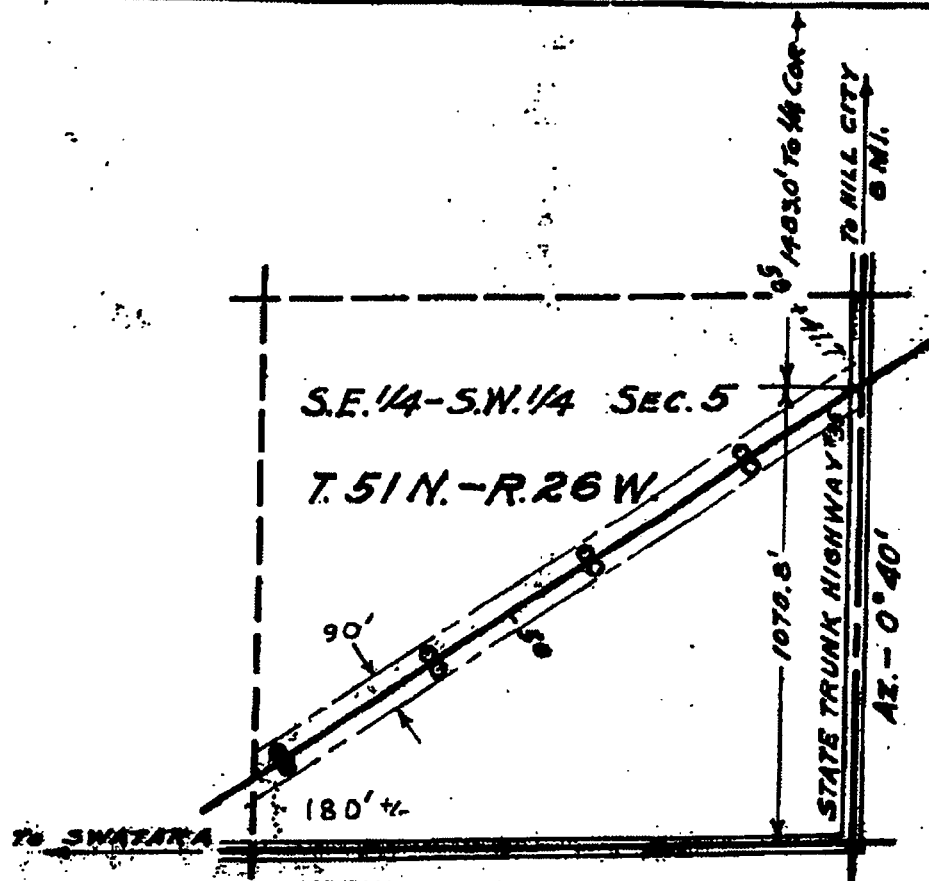
MA-5105

DRAWN BY	G.R.S.
TRACED BY	L.H.L.
CHECKED	RAB
CORRECT	W.R.

514-24 4-18-96

HILL CITY DIV. -

TO HILL CITY 1923 T. 51 N. R. 26 W. SEC. 5



110 K. V. TRANSMISSION
BLANCHARD-NASHWAUK LINE
THROUGH

S.E. 1/4 - S.W. 1/4 SEC. 5

T. 51 N. - R. 26 W.

MINNESOTA POWER & LIGHT CO.

SCALE: 1"=400'

FEB. 19, 1924

APPROVED. *R. M. Thayer* RES. ENG.

MA-5106

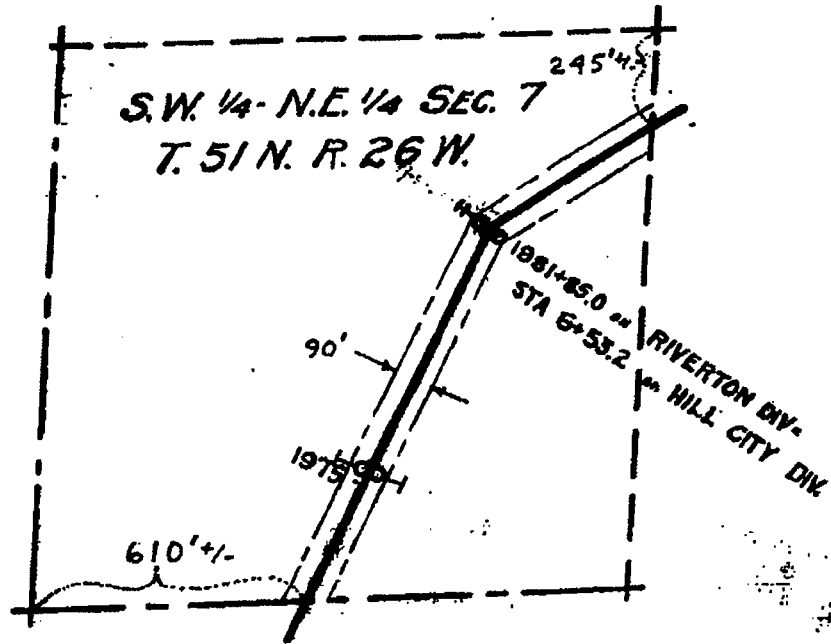
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TRACED BY	J.H.L.
CHECKED	R.M.B.
CORRECT	J.M.P.

5-14-24 4-18-96

HILL CITY DIV

18 13 5 18 3 T R I N

18 13 5 18 3 T R I N



5-P-24 4-18-96

DRAWN BY	G.F.S.
TRACED BY	J.F.A.
CHECKED	P.R.D.
CORRECT	MR



110 K. V. TRANSMISSION
BLANCHARD-NASHWAUK LINE
THROUGH
S.W. 1/4 — N.E. 1/4 SEC. 7

T. 51 N. — R. 26 W.
MINNESOTA POWER & LIGHT CO.

SCALE: 1"=400' MAR. 11TH, 1924

APPROVED: *[Signature]* RES. ENG.

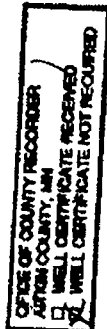
MA-5587

8 31046

T. 51 N. R. 26 W. 100'

Minnesota Power & Light 1977-1978 Tom Taylor
30 West Superior St.
Duluth, Mn 55802

RECORDED ☒
TRACT INDEX ☒
GRANTOR ☒
GRANTEE ☒
COMPILED ☒



COUNTY RECORDER
AITKIN COUNTY, MINNESOTA
FILED

DEC 30 1997 9AM

Roger Thompson
Aitkin County Recorder
AS DOC. NO.

306720