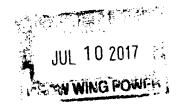
OFFICE OF COUNTY RECORDER CROW WING COUNTY, MINNESOTA

DOCUMENT A- 894597

RECORDED ON:

October 02, 2017 9:40 AM **GARY GRIFFIN** CROW WING COUNTY RECORDER BY: TW



RETURN TO: PO BOX 507
BRAINERD, MN 58401

FFF: \$46.00 PAGES: 3

RIGHT OF WAY EASEMENT

Crow Wing Cooperative Power & Light Company

Brainerd, Minnesota
POTLATCH LAKE STATES TIMBERLANDS, LLC SHAWN SUNNARBORG, MANAGER

Grant of Easement:

For good and valuable consideration, the sufficiency of which is hereby acknowledged by me, I (the property owner(s) and spouse(s), if any) hereby grant unto Crow Wing Cooperative Power & Light Company (hereinafter the "Cooperative"), a corporation, its successors and assigns, a right of way easement over, under, through, across and upon a portion of the real estate, now owned by me, located in the County of Crow Wing, State of Minnesota, (hereinafter the "property") and described as follows:

A 40 foot corridor along the south property line of the SE ¼ of SE ¼ of Section 33, Township 135, Range 27 excluding a parcel of land containing approx. 7.5 acres as depicted and legally described on Exhibit B-8 (attached).

The Cooperative and I agree that we have the following rights, duties, and obligations concerning this easement:

Purpose of Easement:

This easement is for the purpose of constructing, operating, maintaining, repairing, relocating, or reconstructing overhead and/or underground lines for electric distribution.

☐ Location of Underground Cable, Underground Apparatus, Overhead Wires and Poles:

All underground cable, underground apparatus, overhead wires and poles shall be located across the property along a line to be established by the Cooperative as agreed upon by the Cooperative and me, and the Cooperative may do all things necessary or desirable in locating such lines. A sketch indicating the general location of the line is attached if box at left is checked. After the line is established, this easement shall be limited to the width set forth in the following paragraph. If at any time after the laying of said cable, the setting of said underground apparatus, the setting of said pole or poles, or the stringing of said overhead wires I shall request such cable, apparatus, wire, pole or poles to be moved, the cost of such moving shall be paid by me.

The Cooperative's Duty to Restore:

Upon any construction or maintenance of the right of way by the Cooperative, the Cooperative agrees to restore the property as nearly to its original condition as may be practical. The grades over and under the right of way, shall be established as those existing following original construction. If grade changes are made by me, my employees or successors in interest making it necessary for the Cooperative to relay or relocate any portion of cable, apparatus, overhead wires, or poles, the cost of such work shall be paid by me or my successors (the property owner at that time), as shall the costs of any repairs to the cable, apparatus, wires, or poles, through accidental "dig-ins" or otherwise, per policies of the Cooperative.

The Cooperative's Right to Clear and Maintain the Right of Way:

The Cooperative shall have the right to clear, reclear and otherwise maintain using the means the Cooperative determines necessary the right of way of trees, brush, stumps, offending trees, and other obstructions as follows: (a) to a width of 15 feet for an underground right of way; (b) to a width of 40 feet for an overhead right of way for primary wire (7.2 KV to 25 KV); and (c) to a width of 20 feet for an overhead right of way for secondary wire (110 to 480 volts), with said clearance to continue to a maximum of 100 feet above said lines and 10 feet under the ground that these lines pass over or through. In addition, the Cooperative shall have the right to cut and trim all dead, weak, leaning, or dangerous trees located outside of the stated easement widths that are tall enough to strike overhead wires if they were to fall. The Cooperative shall have the right to maintain such right of ways to the extent the Cooperative determines to be necessary.

The Cooperative's Right to Remove Buildings and Obstructions:

The Cooperative shall have the right to remove at my expense any building, structures, or obstructions of any kind or description which may be built or placed on an underground or overhead right of way, assuming that such building and structures are constructed on the right of way after the original installation of the line.

My Right to Request Relocation of a Line:

In the event that I wish to construct a building, structure, or place an obstruction, the Cooperative, upon receiving my written request, shall move the line at my expense to a place which in the opinion of the Cooperative will be convenient to the continuation of said service.

Restrictions on Location of Towers or Antennas:

I shall not construct any tower or antenna, be it T.V., radio or any other type, which if it should fall could fall across the lines of the Cooperative thereby causing damage or interference to the Cooperative's lines, poles, or other apparatus. If such a tower or antenna is constructed, the Cooperative may remove that tower or antenna at my expense.

Restrictions on Attachment of Objects to Cooperative Wires or Apparatus:

I will not under any circumstances attach any object of any kind or description to the overhead wires, cables, poles, underground cables or underground apparatus installed by the Cooperative. If this provision is violated by me, the Cooperative has the right to remove any objects of any kind or description at my expense.

Cooperative's Right of Access:

The Cooperative shall have the right of access across my property to such right of way from the most readily accessible public road or driveway for the purpose of maintaining the electric distribution lines.

Easement to Run With Land:

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

Definitions:

In this document, I, me, my, and the property owner refer to the owner(s) (and spouse(s), if any) signing below and my/their successors, heirs, and assigns.

IN WITNESS WHEREOF, the property own	ner(s) has/have hereu	nto set his/her/their har	nd this day of	:
Potlatet lake States Timbulant	le Man	4	Kain Mg	1
Company/Trust name (Printed)	Company/Trust Shawa K S	Representative	Title	
STATE OF MINNESOTA)	Showy & S	UNNARBORG		
) SS COUNTY OF (arlton) This Easement was acknowledged before me	e on July 5	, 20 <u>17</u> , before m	ne by	
	proger of Potla 1's title]	tch Corporation [Print name of compa	ny or trust]	_
This instrument was drafted by:	×1.	0.4		

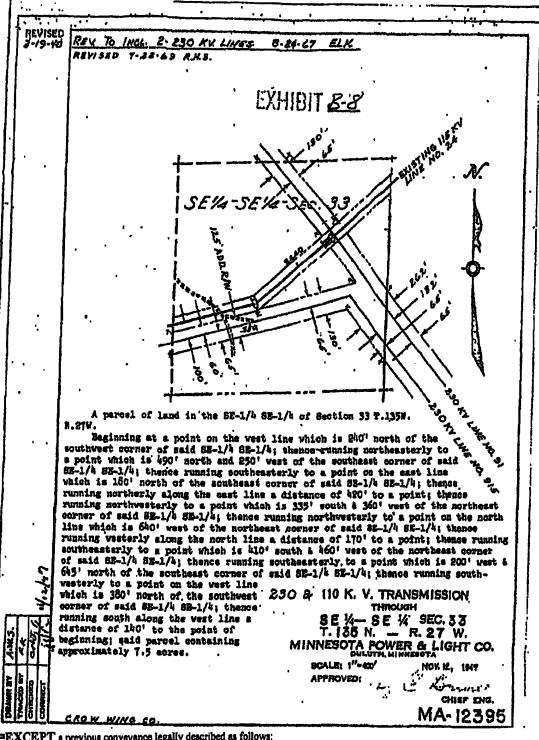
Crow Wing Cooperative Power & Light Company

P. O. Box 507, Highway 371 North

Brainerd, MN 56401

Notary Public (stamp)

> VICTORIA LYNN JOHNSON IOTARY PUBLIC - MINNESOTA My Commission Expires January 31, 2021



EXCEPT a previous conveyance legally described as follows:

A 66.00 foot wide tract in the Southeast Quarter of the Southeast Quarter, Section 33, Township 135 North, Range 27 West, Crow Wing County, Minnesota, the centerline of said tract is described as follows:

Commencing at the East Quarter corner of said Section; thence South 00 degrees 23 minutes 49 seconds East, assumed bearing, along the East line of said Southeast Ouarter 1249.31 feet; thence South 49 degrees 52 minutes 19 seconds West 177.40 feet; thence Southwesterly 198.01 feet along a tangential curve concave to the Southeast having a radius of 400.00 feet and a central angle of 28 degrees 21 minutes 44 seconds; thence South 21 degrees 30 minutes 35 seconds West 153,81 feet to the Northeasterly line of the Minnesota Power and Light Company Tract as noted in Document Number 238453, Exhibit 12 of record, said County and point of beginning of the centerline to be herein described; thence South 21 degrees 30 minutes 35 seconds West 143.28 feet to the Southwesterly line of said Minnesota Power and Light Company Tract and said described centerline there terminating. The sidelines of said tract shall be prolonged or shortened to terminate on said Northeasterly and Southwesterly lines.