

OFFICE OF COUNTY RECORDER
CROW WING COUNTY, MINNESOTA

DOCUMENT A- 894600

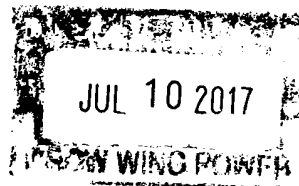
RECORDED ON:

October 02, 2017 9:40 AM

GARY GRIFFIN

CROW WING COUNTY RECORDER

BY: TW



RETURN TO: CROW WING COOPERATIVE POWER & LIGHT COMPANY
PO BOX 507
BRainerd, MN 56401

FEE: \$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 A 40 foot corridor along the south property line of the SW ¼ of SE ¼ of Section 33, Township 135, Range 27 excluding a parcel of land containing approx. 3.7 acres as depicted and legally described on Exhibit B7 (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 owner(s) has/have hereunto set his/her/their hand this 5 day of July, 2017.

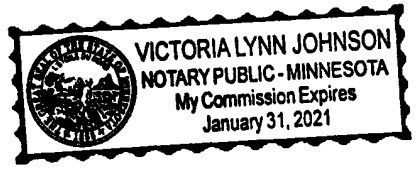
Potlatch Late States Timberlands LLC _____
Company/Trust name (Printed) Company/Trust Representative Title
STATE OF MINNESOTA)
) SS
Carleton
Shawn Sunnarborg _____
[Print name of individual] [Print individual's title]

This Easement was acknowledged before me on July 5, 2017, before me by

Shawn Sunnarborg, the Region manager of Potlatch Corporation
[Print name of individual] [Print individual's title] [Print name of company or trust]

This instrument was drafted by:
Crow Wing Cooperative Power & Light Company
P. O. Box 507, Highway 371 North
Brainerd, MN 56401

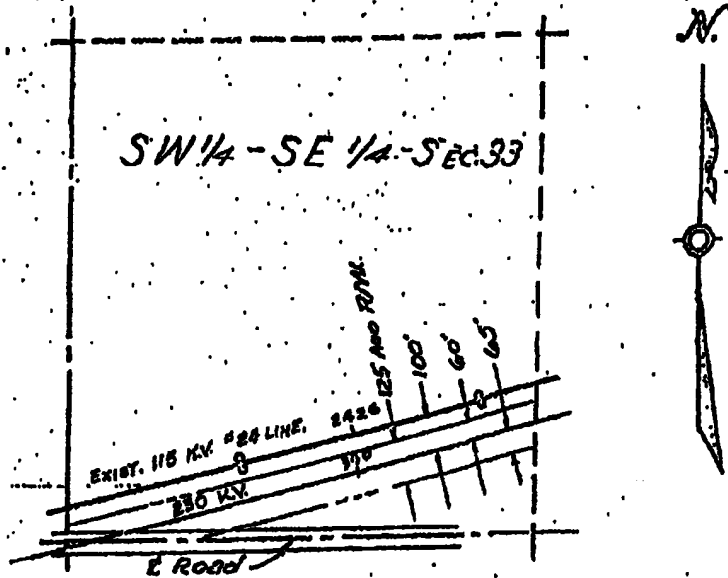
Vicky Johnson
Notary Public
(stamp)



REVISED

REV. TO INCL. 2ND LINE. 8-23-47 ELK

EXHIBIT B-1



A strip of land 125 feet in width across the SW-1/4 SE-1/4 of Section 33 T. 135 N. R. 27 W. being 60 feet North and 65 feet South, at right angles to a center-line described as follows:

Beginning at a point on the South line which is 75 feet East of the SW corner of said tract; thence running Northeasterly to a point on the East line which is 300 feet North of the SE-corner of said tract containing approximately 3.7 acres.

| | |
|-----------|--------|
| DRAWN BY | A.M.S. |
| TRACED BY | F.K. |
| CHECKED | C.H.T. |
| CONSENT | |

11/20/47

230 & 110 K. V. TRANSMISSION THROUGH

SW 1/4 - SE 1/4 SEC. 33 T. 135 N. - R. 27 W.

MINNESOTA POWER & LIGHT CO. DULUTH, MINNESOTA

SCALE: 1"=40' APPROVED:

NOV. 18, 1947

CHIEF ENG.

MA-12394

CROW WING CO.