

RETURN TO: MINNESOTA POWER & LIGHT COMPANY
30 WEST SUPERIOR STREET
DULUTH, MN 55802

FEE: \$46.00

PAGES: 5

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Potlatch Minnesota Timberlands, LLC, a limited liability company under the laws of the State of Delaware ("Grantor"), for good and valuable consideration to Grantor in hand paid by Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (hereinafter "MP"), does hereby grant unto MP and MP's respective 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 foundations, 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 the same at various voltages and dimensions at any time hereafter as MP shall deem useful or necessary, across, over, under or through the following described lands situated in **Crow Wing County, Minnesota**; to-wit:

See easement description on attached **Exhibit A**, said easement is depicted on the drawing attached hereto as **Exhibit B**.

The easement conveyed by this document is as shown and legally described on **Exhibits A and B**, 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 appurtenances to the extent such accommodations do not unreasonably interfere with Grantor's use of Grantor's property as described herein.

The grant of easement herein contained shall also include the right of MP to have reasonable access to the easement area across the property of Grantor adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by MP, its contractor, agents, or assigns.

The grant of easement herein contained shall include the right to enter the property of Grantor, upon prior notice to Grantor except in the case of an emergency, to remove from the easement area 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 will interfere with said lines, together with the right to cut and dispose of all dead, weak, leaning, or dangerous trees outside of the easement area, from time-to-time, upon prior notice to Grantor except in the case of an emergency, whenever necessary to the proper protection of said lines, that are tall enough to come within ten 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(s) equipment necessary to ground fences, structures, buildings, or any other structure which may require grounding for safety purposes, provided that any such structure shall not interfere with Grantee's use of Grantor's property as described herein.

MP shall repair and restore any damage, including but not limited to any spill of hazardous substances, damages to roads, fences, or other structures, to Grantor's property, including Grantor's adjacent property, and shall further remove any personal property and debris deposited thereon, caused by or deposited by

MP or MP's contractors, agents, and assigns. If such repairs and restorations are not made, or if such personal property and debris is not removed, Grantor may undertake any such repairs, restorations, and removals for MP's account and MP shall be liable to Grantor for any loss, cost, and expense incurred in repairing, restoring, or removing the same.

MP agrees not to remove any cut timber from Grantor's property without Grantor's prior written consent.

Grantor reserves the right to cultivate, use and occupy said land, except that without the prior written approval of MP, within the easement area, 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 thereon, except fences, and in the event that MP's lines or cables are placed beneath the surface, Grantor shall seek prior written approval from MP prior to any digging to a depth of more than two feet within the easement area. Upon completion of installation, MP shall promptly notify Grantor in writing of the specific location of any buried lines or cables located within the easement area or Grantor's property.

By acceptance hereof, MP: (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, subject to the restrictions imposed herein and so long as such uses do not interfere with the rights granted herein; (c) covenants and agrees that Grantor shall not be liable to MP, or MP's contractors, agents, successors, or assigns, for any injury to or death of a 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 MP, or MP's contractors, agents, successors, and assigns, in connection with or related to the construction, operation, maintenance, use, reconstruction, or removal of electric power or communication lines or cables, or the relocation, construction or reconstruction of the same at various voltages and dimensions, within the easement area, or any other use described or contemplated herein except to the extent that such liability arises out of Grantor's, its agent's or invitee's negligence; and (d) covenants and agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, losses, damages, debts, demands, suits, judgments, actions, fines, liabilities, including environmental liabilities, attorneys' fees, and court costs and expenses, arising out of, attributable to, or resulting from, MP's, or MP's contractor's, agent's, successor's, or assign's, negligent acts or omissions or any use by MP or MP's contractors, agents, successors, or assigns of the easement granted herein except to the extent that such liability arises out of Grantor's, its agent's or invitee's negligence.

MP shall fully pay Grantor 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, 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.

In addition to the easements granted in this instrument, this instrument specifically replaces that Easement dated February 23, 2007 recorded March 9, 2007 in the Office of the Crow Wing County Recorder as Document Number 0726242.

It is understood and agreed that the right, privilege, and easement hereby granted shall run with the lands herein described.

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, 30 West Superior Street, Duluth, MN 55802.

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

EXHIBIT A

Potlatch to Minnesota Power Easement Description:

a Those parts of the Southeast Quarter (SE1/4), the Southeast Quarter of the Southwest Quarter (SE1/4-SW1/4), the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), and the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), all in Section 33, Township 135, Range 27, Crow Wing County, Minnesota, which lie adjacent to, parallel with and 130.00 feet southerly of the following described line: Commencing at the southeast corner of said SE1/4, thence North 00 degrees 23 minutes 43 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 374.36 feet along the east line of said SE1/4 to the point of beginning of the line to be described; thence North 38 degrees 50 minutes 13 seconds West 394.43 feet; thence South 75 degrees 08 minutes 45 seconds West 2785.74 feet to the south line of said SE1/4-SW1/4 and said line there terminating; AND which lie adjacent to, parallel with and 130.00 feet northeasterly of the following described line: Commencing at said southeast corner of the SE1/4, thence North 00 degrees 23 minutes 43 seconds West 374.36 feet along said east line of the SE1/4 to the point of beginning of the line to be described; thence North 38 degrees 50 minutes 13 seconds West 778.67 feet; thence North 42 degrees 08 minutes 17 seconds West 3980.10 feet to the north line of said SE1/4-NW1/4 and said line there terminating;

AND

a That part of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4), said Section 33, which lies adjacent to, parallel with and 100.00 feet northeasterly of the following described line: Commencing at the southeast corner of said SE1/4-NE1/4, thence North 00 degrees 23 minutes 55 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 1139.63 feet along the east line of said SE1/4-NE1/4 to the point of beginning of the line to be described; thence North 80 degrees 03 minutes 01 second West 1046.90 feet to the north line of said SE1/4-NE1/4 and said line there terminating.

AND

a Those parts of said SE1/4 and said SE1/4-SW1/4 which lie adjacent to, parallel with and 50.00 feet on each side of the following described line: Commencing at said southeast corner of the SE1/4, thence North 00 degrees 23 minutes 43 seconds West 1255.45 feet along said east line of the SE1/4 to the point of beginning of the line to be described; thence South 49 degrees 43 minutes 31 seconds West 1074.56 feet; thence South 75 degrees 16 minutes 30 seconds West 2340.96 feet to said south line of the SE1/4-SW1/4 and said line there terminating.

