

RETURN TO: POTLATCHDELTA CORPORATION  
15323 CLEARVIEW LANE  
BRainerd, MN 56401

FEE: \$46.00

PAGES: 5

## EASEMENT

**KNOW ALL MEN BY THESE PRESENTS**, that Potlatch TRS Minnesota, LLC, a Delaware limited liability company ("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.

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.

IN TESTIMONY WHEREOF, the Grantor has executed this instrument this 21 day of, September 2018.

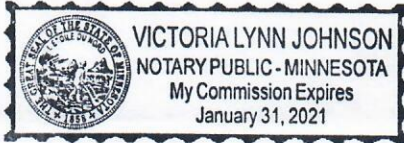
Potlatch TRS Minnesota, LLC

By: [Signature]  
Shawn K. Sunnarborg  
Regional Manager

State of Minnesota     )  
                                  ) ss.  
County of Carlton     )

The foregoing instrument was acknowledged before me this 21 day of September, 2018, by Shawn K. Sunnarborg, the Regional Manager of Potlatch TRS Minnesota, LLC, a limited liability company under the laws of the State of Delaware, on behalf of the company

Notarial Stamp or Seal

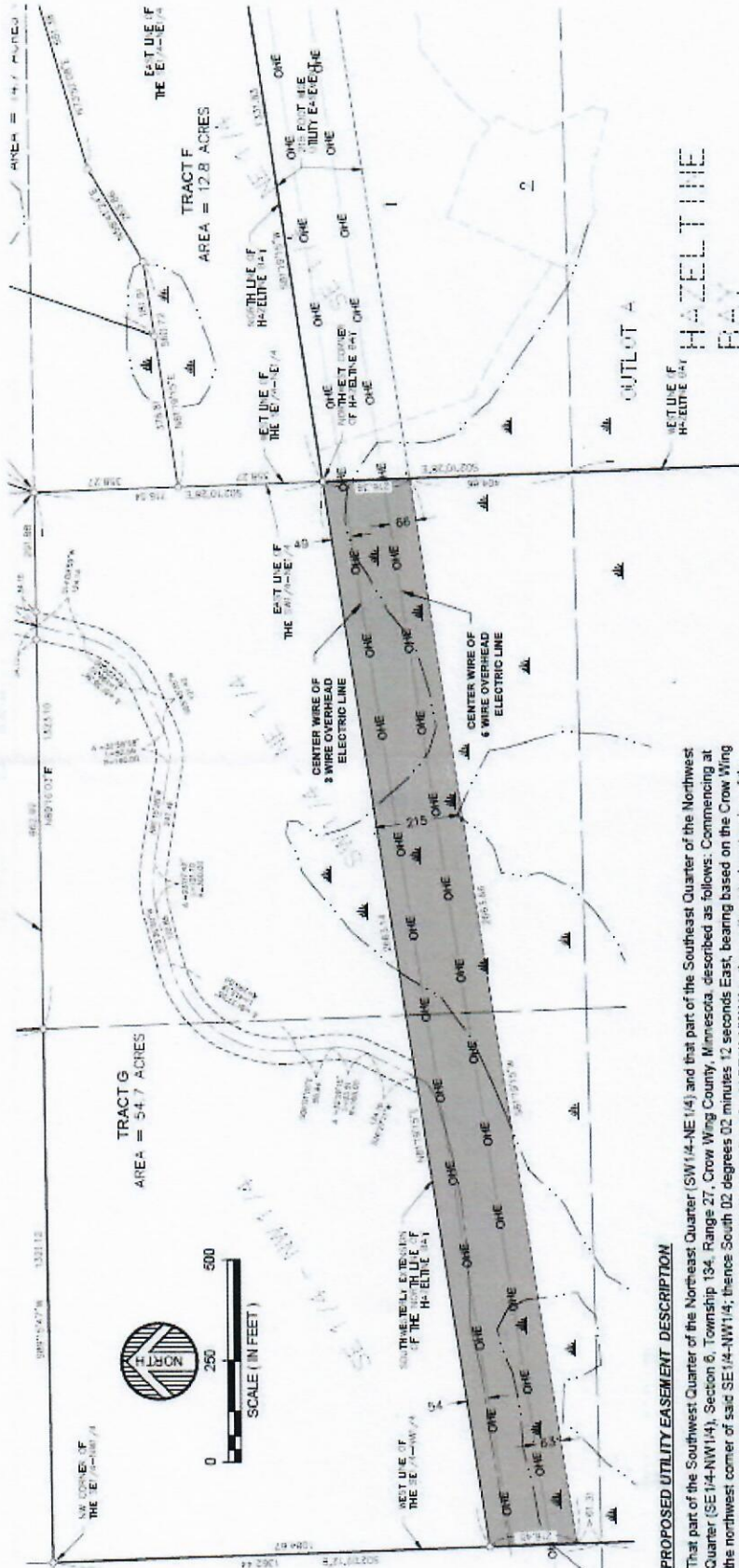


[Signature]  
Notary Public

## EXHIBIT A

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) and that part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), Section 6, Township 134, Range 27, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said SE1/4-NW1/4; thence South 02 degrees 02 minutes 12 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 1084.67 feet along the west line of said SE1/4-NW1/4 to the southwesterly extension of the north line of HAZELTINE BAY, according to the recorded plat thereof on file in the Crow Wing County Recorder's Office, the point of beginning of the tract to be described; thence North 81 degrees 19 minutes 15 seconds East 2663.14 feet along said southwesterly extension of the north line of HAZELTINE BAY to a point on the east line of said SW1/4-NE1/4 which is the northwest corner of said HAZELTINE BAY; thence South 02 degrees 10 minutes 28 seconds East 216.39 feet along said east line of the SW1/4-NE1/4; thence South 81 degrees 19 minutes 15 seconds West 2663.66 feet to said west line of the SE1/4-NW1/4; thence North 02 degrees 02 minutes 12 seconds West 216.45 feet along said west line of the SE1/4-NW1/4 to the point of beginning.

**EXHIBIT B**  
**PART OF SECTION 6, TOWNSHIP 134, RANGE 27,**  
**CROW WING COUNTY, MINNESOTA**



**PROPOSED UTILITY EASEMENT DESCRIPTION**

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE 1/4) and that part of the Southeast Quarter of the Northwest Quarter (SE 1/4-NW1/4), Section 6, Township 134, Range 27, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said SE 1/4-NW1/4; thence South 02 degrees 02 minutes 12 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 1094.87 feet along the west line of said SE 1/4-NW1/4 to the southwesterly extension of the north line of HAZELTINE BAY, according to the recorded plat thereof on file in the Crow Wing County Recorder's Office; the point of beginning of the tract to be described; thence North 81 degrees 19 minutes 15 seconds East 2653.14 feet along said southwesterly extension of the north line of HAZELTINE BAY to a point on the east line of said SW1/4-NE 1/4 which is the northwest corner of said HAZELTINE BAY; thence South 02 degrees 10 minutes 28 seconds East 216.39 feet along said east line of the SW1/4-NE 1/4; thence South 81 degrees 19 minutes 15 seconds West 2983.66 feet to said west line of the SE 1/4-NW1/4; thence North 02 degrees 02 minutes 12 seconds West 216.45 feet along said west line of the SE 1/4-NW1/4 to the point of beginning.

|             |              |              |              |
|-------------|--------------|--------------|--------------|
| DATE        | 11/14/19     | BY           | AL SMITH     |
| SCALE       | AS SHOWN     | PROJECT      | SW           |
| REVISION    | 001          | REVISION     | 001          |
| PROJECT NO. | 20180273.002 | PROJECT NAME | 20180273.002 |


**WIDSETH SMITH NOLTING**  
 Engineering | Architecture | Surveying | Environmental