
Todd-Wadena Electric Cooperative Right-of-Way Easement

KNOW BY ALL PRESENT, that we, the undersigned, (whether one or more) **Potlatch Minnesota Timberlands LLC, Shawn Sunnarborg, Minnesota Resource Manager;** grantor(s) for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto TODD-WADENA ELECTRIC COOPERATIVE, a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Wadena, Minnesota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of **WADENA** State of Minnesota, and more particularly, described as:

Parcel# 03-023-1030

Government Lot 2, Section 23, Township 135 North, Range 33 West.

Fifteen feet both sides of an underground electric distribution line beginning at a point approximately 1130 feet east of the northwest corner of the above described property. (Point of beginning approximately 5151091.488 meters north and approximately 361384.479 meters east.) Thence southeasterly at approximately 138 degrees right of north for approximately 170 feet; thence southerly at approximately 170 degrees right of north for approximately 340 feet; thence southeasterly at approximately 133 degrees right of north for approximately 300 feet to the point of exit on east property line. This line follows existing trail (Cottingham Drive).

Parcel# 03-023-1025

The southeast quarter northeast quarter (SE ¼ NE ¼) subject to easement, Section 23, Township 135 North, Range 33 West.

Fifteen feet both sides of an underground electric distribution line beginning at a point approximately 490 feet east of the northwest corner of the above described property. (Point of beginning approximately 5150685.422 meters north and approximately 361602.313 meters east.) Thence southerly at approximately 152 degrees right of north for approximately 805 feet; thence southerly at approximately 161 degrees right of north for approximately 665 feet to the point of exit on the south property line. This line follows existing trail (Cottingham Drive).

Parcel#03-024-3010

Government Lot 8, Section 24, Township 135 North, Range 33 West.

Fifteen feet both sides of an underground electric distribution line beginning at a point approximately 650 feet south of the northwest corner of the above described property. (Point of beginning approximately 5150071.404 meters north and approximately 361859.728 meters east.) Thence southeasterly at approximately 109 degrees right of north for approximately 300 feet; thence southerly at approximately 147 degrees right of north for approximately 155 feet; thence southerly at approximately 166 degrees right of north for approximately 470 feet to the point of exit on south property line. This line follows existing trail (Cottingham Drive).

Section 23 & 24 Township 135 North, Range 33 West, and to construct, operate, maintain and replace on or under the above described lands and/or on or under all streets, roads or highways abutting said lands, an underground or overhead electric utility distribution system; to inspect and make such repairs, improvements, substitution and additions to said system; to cut, trim and control the growth of trees, shrubbery, and other vegetation by chemical means, machinery or otherwise within the easement which may interfere with or threaten to endanger the electrical system within the right-of-way; to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in occupied by the electrical system clear of all buildings, structures or other obstructions; and to license and permit the joint use or occupancy of the lines, system, or, if any system is placed underground, of the trench and related underground facilities, by any other person, association or corporation.

The Cooperative shall have the right of ingress to and egress from the easement over the lands of Owner adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such a manner as to cause the least practicable damage and inconvenience to Owner.

The undersigned covenant that they are the owners of the above described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further agreed that the easement herein granted will run with the land and will be binding on the heirs, administrators, successors or assigns of the grantors and that the grantors will disclose to their successors in title the existence of this easement, if the lands described above, or any part thereof, are sold prior to the completion of construction.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15 day of July, 2013

[Handwritten Signature]

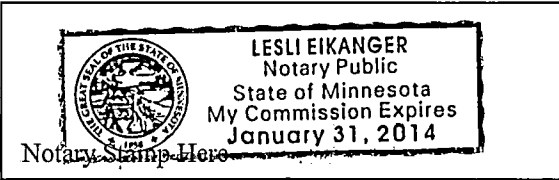
Signature

Signature

State of Minnesota
County of Careton

The foregoing instrument was acknowledged before me this 15 day of July, 2013

Potlatch Minnesota Timberlands LLC, Shawn Sunnarborg, Minnesota Resource Manager; Grantors.



Notary Public Signature *[Handwritten Signature]*

Drafted by Todd-Wadena Electric Cooperative Wadena, MN 56482
550 Ash Ave NE, PO Box 431