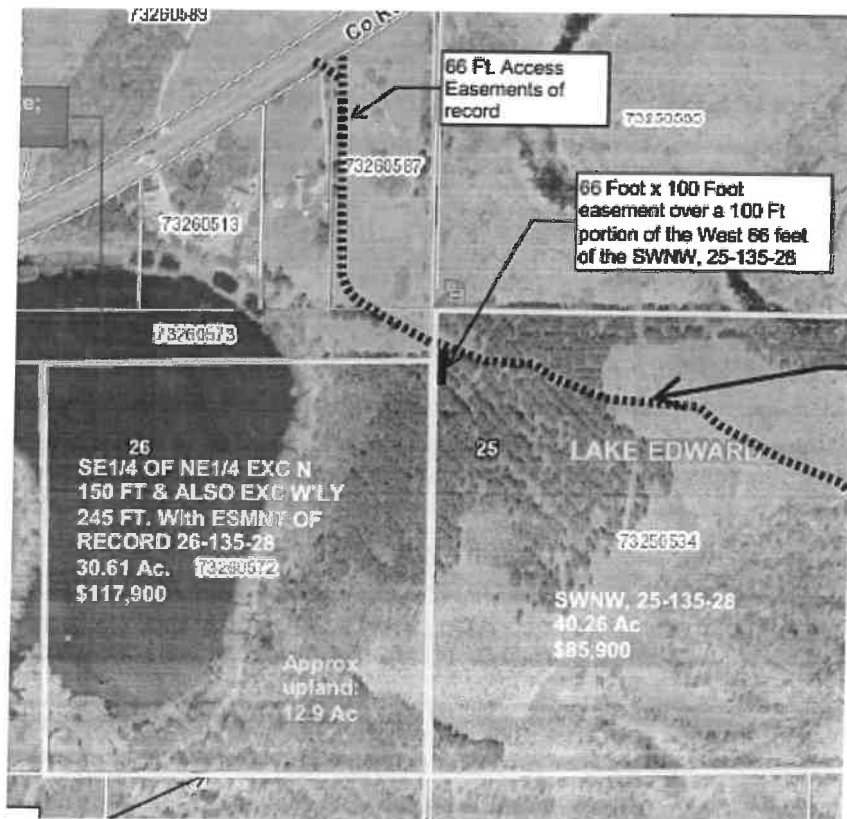


EXHIBIT A

The Southeast Quarter of the Northeast Quarter (SE/4- NE1/4), Section 26, Township 135, Range 28, Crow Wing County, Minnesota, except the North 150 Feet and also except the West 245 Feet thereof.

Together with easements of record AND together with an easement 66 feet in width and approximately 100 feet in length for ingress, egress and utility purposes over and across a portion of the Westerly 66 feet of the SW1/4-NW1/4, 25-135-28 benefiting the SE1/4-NE1/4, 26-135-28, except the North 150 Feet and also except the West 245 Feet thereof; said easements to be provided by Seller prior to closing.

Subject to easements, reservations or restrictions of record, if any, and terms governing shared use of the easements.



STANDARD TERMS GOVERNING SHARED EASEMENTS

The non-exclusive easement [RESERVED/GRANTED] by Grantor in the deed to which this exhibit is attached is for ingress, egress and utility purposes, including the right to install, maintain, repair and improve roadways and facilities as necessary, over, across and under that part of the following described property [...] including future subdivisions thereof.

By acceptance of the deed to which this exhibit is attached, Grantee acknowledges and agrees that: (a) 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.; and (b) Grantor shall not be liable to Grantee for any injury to or death of 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 Grantee in connection with or related to the use, construction, operation or maintenance of the easements in any manner by Grantee, or other parties using the easements with the permission or acquiescence of Grantee, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

By acceptance of the deed to which this exhibit is attached, Grantee agrees with Grantor with respect to maintenance and use of the aforementioned easement granted by Grantor ("Private Road"), according to the terms hereof. The Private Road shall be maintained in a good and workmanlike fashion, shall be neat in appearance, and snow may be deposited immediately on either side of the Private Road as reasonably necessary to keep such roadway open and safe for travel, but it shall not be deposited in such a manner as to create a safety hazard or an undue burden on adjoining property. The expense of repairing, maintaining and upgrading portions of the Private Road shall be shared equally by those parties which make joint use of the Private Road, in proportion to their use; provided, however, that parties who make no use of portions of the Private Road shall have no obligation to contribute to repairs, maintenance or upgrades of portions which they do not use. Grantor and Grantee agree that they will cooperate in discussing road repairs, maintenance and upgrades and determining what work is to be undertaken with respect to the Private Road. All actions as to expenditures for repairs, maintenance and upgrades must be unanimous or agreed to by the parties who will pay for same; provided, however, that damage to or rutting of the Private Road which is caused by one party shall be repaired as soon as practicable by such party, at its expense. Parties shall not park their vehicles or permit others to park vehicles (or otherwise block) the Private Road, without first obtaining permission from the other parties validly using the Private Road. Grantor and Grantee agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary to use the Private Road.

The intent herein is to [convey/reserve] a private easement. The non-exclusive easement [conveyed/reserved] herein is intended for use by the owner(s) of [Grantee's/Grantor's] property described herein. No roadway constructed within the easements may be turned over for public maintenance without the prior consent of Grantor.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this document. This easement is intended to be perpetual in nature, being binding upon Grantor and Grantee named in the deed to which this exhibit is attached, and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantee" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantee.