

Requirement  
I

Office of County Recorder  
County of Crow Wing, MN }

I hereby certify that the within instrument was filed  
in this office for record on the 29 day of Dec.  
A.D. 2005 at 4:30 o'clock P.M.  
and was duly recorded as Doc. 0702007

[Signature] County Recorder  
By [Signature] Deputy

RETURN TO [Signature]  
[Signature]

**100% PETITION FOR IMPROVEMENTS  
AND  
ASSESSMENT AGREEMENT**

This Agreement, made and entered into this 29 day of December, 2005, by and between the City of Baxter, party of the first part, hereinafter referred to as the "City", and Potlatch Corporation, a corporation organized under the laws of the State of Delaware, party of the second part, hereinafter referred to as "Potlatch",

WITNESSETH,

WHEREAS, Potlatch is the owner of the following described tract:

a The West Half of Section 15, Township 133, Range 29, Crow Wing County, Minnesota.

WHEREAS, said parcel is not currently served by City water or sewer; and

WHEREAS, the nearest connection to City utilities is from the recent Meredith and Norway Drive Improvements along the North right-of-way of State Highway 210 in the Southwest Quarter of the Southwest Quarter of Section 11, Township 133, Range 29; and

WHEREAS, the parties have agreed to extend City water and sanitary sewer lines from said Norway Drive along the Highway 210 right-of-way to the East line of the West Half of the Northwest Quarter of Section 15, Township 133, Range 29, thence South along said East line to the South line of said Northwest Quarter; and

WHEREAS, the City has obtained an estimate of the cost to complete the construction of said improvements, to be known as the "2006 West T.H. 210 Utilities Extension", a copy of which is attached hereto and made a part hereof, totaling \$1,367,206.76.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

- 1) In consideration of the cost of the improvements described above, Potlatch consents to the 2006 West T.H. 210 Utilities Extension Improvements and hereby petitions the City to undertake said project and begin construction without a public hearing under Minnesota Statutes, Section 429.031.

2) That Potlatch, or its successors, further agrees that when said improvements are made and the assessment is levied, it shall pay the entire assessment which shall total the entire costs of said project, now estimated at \$1,367,206.76, with interest equaling 2% more than whatever the bond rate accepted by the City for said project, and will not appeal or challenge this assessment amount.

3) That this Agreement is a covenant and agreement which shall run with the land and bind the heirs, successors and assigns of the parties hereto as fully as the parties themselves are bound.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written.

CITY OF BAXTER

By *Darrel Olson*  
Its Mayor

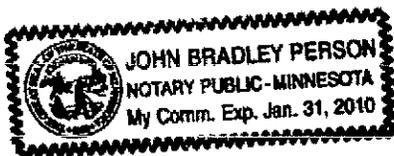
By *Beva G. Olson*  
Its City Clerk

POTLATCH CORPORATION

*John R. Olson*  
By: John R Olson  
Vice President

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF CROW WING        )

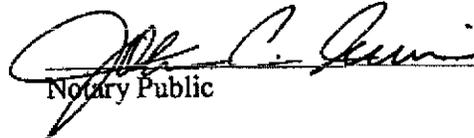
The foregoing instrument was acknowledged before me this 29 day of December, 2005, by Darrel Olson and Beva Olson the Mayor and City Clerk of the City of Baxter, a municipal corporation under the laws of Minnesota, on behalf of the corporation.



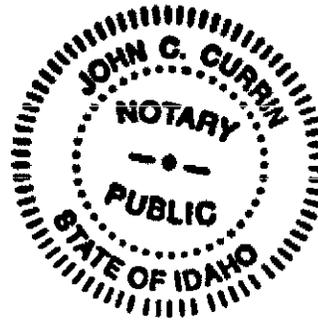
*[Signature]*  
Notary Public

STATE OF IDAHO            )  
  )ss.  
COUNTY OF NEZ PERCE )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of DECEMBER, 2005, by JOHN R. DSDN and \_\_\_\_\_ the VICE PRESIDENT and \_\_\_\_\_ of Potlatch Corporation, a corporation under the laws of Delaware, on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
J. Brad Person  
BREEN & PERSON, LTD.  
510 Laurel Street  
P. O. Box 472  
Brainerd, Minnesota 56401  
218/828-1248







#14 #26  
No. 235,633

PRIVATE ROADWAY AND CROSSING AGREEMENT

AGREEMENT made this 16th day of October, 1980, between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad", and FOTLATCH CORPORATION, a Delaware corporation, whose post office address is P.O. Box 510, Avenue C & Arch Street, Baxter, Minnesota 56401, hereinafter called "Permittee,"

WITNESSETH:

WHEREAS, Permittee desires for Permittee's use the construction and maintenance upon the right of way of Railroad of a private 32 foot road crossing,

hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing" to be located at survey station 6591 + 94.4 - Mile Post 124 + 4474.4 near Baxter, Crow Wing County, Minnesota,

as shown colored red upon the plan which is attached hereto and made a part hereof, marked Exhibit "A" dated November 8, 1979, and Railroad agrees to the construction and maintenance thereof and the use thereof by Permittee upon the following terms and conditions:

1. Permittee shall, at its own cost and expense, furnish necessary planking, do all grading and maintenance of the crossing approaches, including the installation and maintenance of drainage facilities, in all respects satisfactory to Railroad's Wisconsin Division Superintendent.

Railroad shall, at the cost and expense of Permittee, construct said crossing, rebarcots and place stop signs and flange signs.

2. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum of Twenty-Five Dollars (\$25.00) for the first five year period and for each subsequent five years that this agreement remains in effect.

3. Permittee shall, before any construction is begun, also pay to Railroad the sum of Two Thousand One Hundred Fifty-Three Dollars (\$2,153.00); the agreed cost of the work and materials to be furnished by Railroad at the expense of Permittee, including cost of removal of said roadway.

Permittee shall also pay to Railroad from time to time the cost of the maintenance, additions and betterments done by Railroad herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor.

4. Should the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

D125

CROW WING CO.

6581494 ± 32' R/W  
POTLATCH CORR

Wood King Circle  
CT 7827C

REMOVE EXISTING 16' R/W RING, REAR OF C. B. BUCK  
REPLACE POSTS WITH STAKES

GRADING

5'30" - P.C.

EXHIBIT "A"

B. N. INC.  
 WISC. DIV. CARLTON-STAP.  
 (INC) BAXTER, MN.  
 REMOVE EXISTING 16' R/W  
 & CONSTRUCT 32' R/W RING  
 S.S. 6581494 ± - DRA 127-147  
 FOR POTLATCH CORR.  
 SCALE 1" = 400'  
 AREA ENG. [Signature]

CASH CO.

D125

WATER

CONSTRUCT 12' 7" PLK CROSSING,  
PLACE 2" 1/2" 66" PRIV. KING SIGNS 1/2" 66"

NOTE

IND. TO FURNISH FULL DEPTH PLANK, DO GRADING  
& PROVIDE FOR PROPER DRAINAGE

A-2 BUI  
6. Cable

60'0"

60'0"

60'0"

0.0

0.25

60'0"

60'0"

60'0"

TA-13'00"



P.E.

5/24/54

5/24/54

5. Permittee shall at all times keep the flagways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.

6. Permittee shall not permit said crossing to be used as a public crossing.

7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.

8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.

9. Permittee agrees to indemnify and hold harmless Railroad for loss, damage, injury or death from any act or omission of Permittee, Permittee's invitees, licensees, employees, or agents, to the person or property of the person hereto and their employees, and to the person or property of any other person or corporation while on or near said premises; and if any claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

10. It is agreed that the provisions of paragraph 9 are for the equal protection of any other railroad company or companies, including National Railroad Passenger Corporation (Amtrak), heretofore or hereafter granted the joint use of Railroad's property, of which said premises are a part.

11. In the event Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this agreement herein agreed by Permittee to be kept and performed, Railroad shall have the right to terminate this agreement at any time upon giving to Permittee thirty (30) days' written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee or posted upon the premises or deposited postpaid in a United States Post Office, addressed to Permittee at Permittee's post office address above stated. No portion of any payments made hereunder will be refunded upon termination of this agreement.

12. Permittee shall not assign or transfer this agreement without first having obtained the written consent of Railroad.

13. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

14. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

BURLINGTON NORTHERN INC.

STATE OF MINNESOTA  
COUNTY OF CROW WING

SS

I, Darrell M. Paske, Court Administrator in and for said County and State, do hereby certify that the foregoing is a full and true copy of the original remaining on file and of record in my office.

Dated the 15th day of May, 1993

Darrell M. Paske  
Court Administrator Crow Wing County

By [Signature]  
Deputy

By \_\_\_\_\_  
General Manager Lenses

POTLARCH CORPORATION

By \_\_\_\_\_  
Title \_\_\_\_\_

Office of County Recorder  
County of Crow Wing, Minn.

} SS. Mark H. Heston

I hereby certify that the within instrument was filed  
in this office for record on the 25 day of May  
A.D. 1993 at 1:30 o'clock P.M.  
and was duly recorded as Doc. No.

450876

Patricia L. Lyles  
County Recorder  
William Dubals  
Deputy

*CW abstract*



#15

CURRENT TAX CERTIFICATION  
 ( ) REQUIRED (X) NOT REQUIRED  
 CERTIFICATE OF REAL ESTATE VALUE  
 ( ) FILED (X) NOT REQUIRED  
 NO DELINQUENT TAXES-TRANSFER ENTERED  
 DATE October 31 20 11  
Shirley G. Brundin BY SA  
 CROW WING COUNTY AUDITOR/TREASURER  
 TRANSFER # 301107076  
 RE CODE: 020152300A00009

Office of County Recorder  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 31 day of Oct  
 A.D. 2011 at 5 o'clock P. M.  
 and was duly recorded as Doc. No. 0803278  
 \_\_\_\_\_  
 By Shirley G. Brundin County Recorder  
 \_\_\_\_\_ Deputy

(Recorder's Use Above This Line)

STATE OF MINNESOTA  
 COUNTY OF CROW WING

Parcel No: 020152300A00009  
 Cross reference: Doc. No. 0797376 <sup>OK</sup>

ASSIGNMENT OF SITE AGREEMENT

Document Date: September 30, 2011

Assignor: SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited liability company  
 Address: Mailstop KSOPHT0101-Z2650  
 6391 Sprint Parkway, Overland Park, KS 66251-2650

Assignee: TOWERCO II LLC, a Delaware limited liability company  
 Address: 5000 Vallestone Drive, Cary, NC 27519

Legal Description of the Parent Parcel is attached as Exhibit A

RETURN TO

Prepared by and after recording return to:  
 TowerCo  
 Attention: Legal  
 5000 Vallestone Drive  
 Cary, NC 27519

TowerCo ID: MN0071

ASSIGNMENT OF SITE AGREEMENT

Prepared by, and  
Return Document and  
Future Tax Statements to:

TowerCo II LLC  
5000 Valleystone Drive  
Cary, NC 27519  
Attn: Legal

Property Information: County of Crow Wing, State of Minnesota

Assignor Site ID: MS80XC777/Potlatch Industrial Park

**ASSIGNMENT OF SITE AGREEMENT**

This Assignment of Site Agreement ("Assignment") is made and entered into effective as of the 30<sup>th</sup> day of September, 2011, ("Transfer Date") by and between **Sprint Spectrum Realty Company, L.P., a Delaware limited partnership**, as successor in interest to Sprint Spectrum L.P., with an address at Mailstop: KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650 ("Assignor"), and **TowerCo II LLC, a Delaware limited liability company**, with an address at 5000 Valleystone Drive, Cary, NC 27519 ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Site Agreement dated December 22, 2010 ("Lease") by and between Potlatch TRS Minnesota LLC, as lessor, and Assignor, as lessee.

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Crow Wing County, Minnesota (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

### ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.
3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have be duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of North Carolina without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assigns of the respective parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

**ASSIGNOR:**

**SPRINT SPECTRUM REALTY  
COMPANY, L.P.**, a Delaware limited  
partnership

By: \_\_\_\_\_



Name: John Beaudoin

Its: Manager, National Contracts

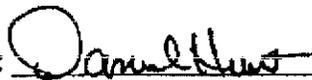
**Address of Assignor:**

Mailstop: KSOPHT0101-Z2650  
6391 Sprint Parkway  
Overland Park, KS 66251-2650

**ASSIGNEE:**

**TOWERCO II LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_



Name: Daniel Hunt

Its: Vice President & CFO

**Address of Assignee:**

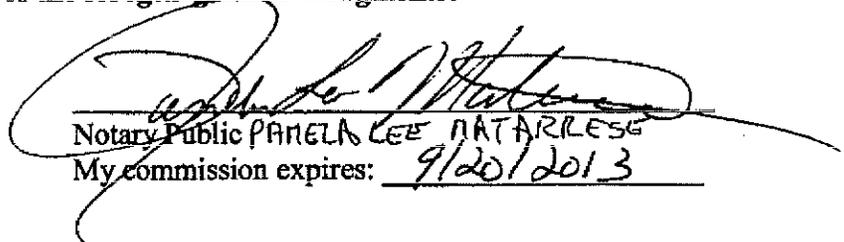
5000 Valleystone Drive  
Cary, NC 27519

State of GEORGIA )  
 ) ss:  
County of WINNETT )

On 9/30/2011, 2011, before me, the undersigned Notary Public, personally appeared John Beaudoin, personally known to me to be the Manager, National Contracts, of SPRINT SPECTRUM REALTY COMPANY, L.P., a Delaware limited partnership, (hereinafter, the "Company") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Company in his/her authorized capacity as such officer as his/her free and voluntary act and deed and the free and voluntary act and deed of said Company.

Witness my hand and official seal as of the foregoing acknowledgments:

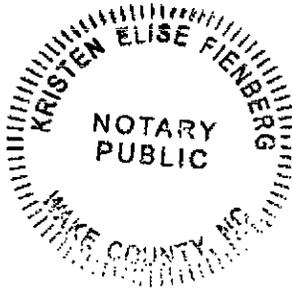


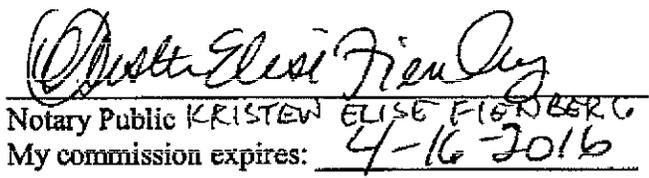
  
Notary Public PAMELA LEE MATARRESE  
My commission expires: 9/20/2013

STATE OF NORTH CAROLINA )  
 ) ss:  
COUNTY OF WAKE )

On 9/29, 2011, before me, the undersigned Notary Public, personally appeared Daniel Hunt, personally known to me to be the Vice President and CFO of TOWERCO II LLC, a Delaware limited liability company (hereinafter, the "Company") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Company in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said Company.

Witness my hand and official seal as of the foregoing acknowledgments:



  
Notary Public KRISTEN ELISE FIENBERG  
My commission expires: 4-16-2016

**EXHIBIT A**

**DESCRIPTION OF PARENT PARCEL**



That part of Lot Four (4), Section 10, Township 133, Range 29, lying south of the right-of-way of Highway 210, except railway right-of-way.

Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), the South Half of the Southeast Quarter of the Northwest Quarter (S1/2 SE1/4 NW1/4), the Northwest Quarter of the Southwest Quarter of the Northwest Quarter (NW1/4 SW1/4 NW1/4), the South Half of the Southwest Quarter of the Northwest Quarter (S1/2 SW 1/4 NW1/4 ), Section 15, Township 133, Range 29.

Parcel ID 020152300A00009

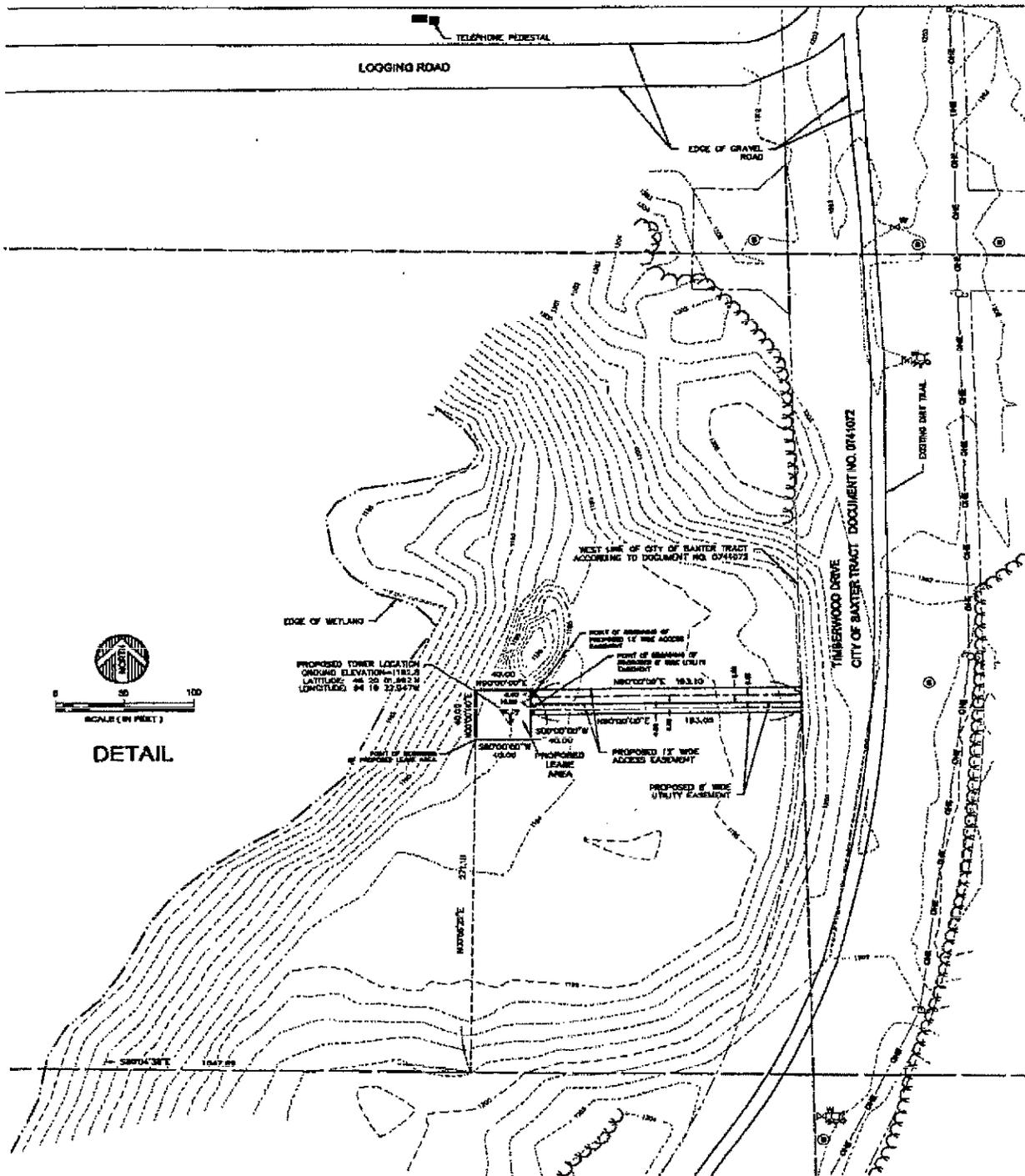
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020152300000009  
020152400A00009  
020152200000009

020152300B00009  
020152300A00009

# EXHIBIT B

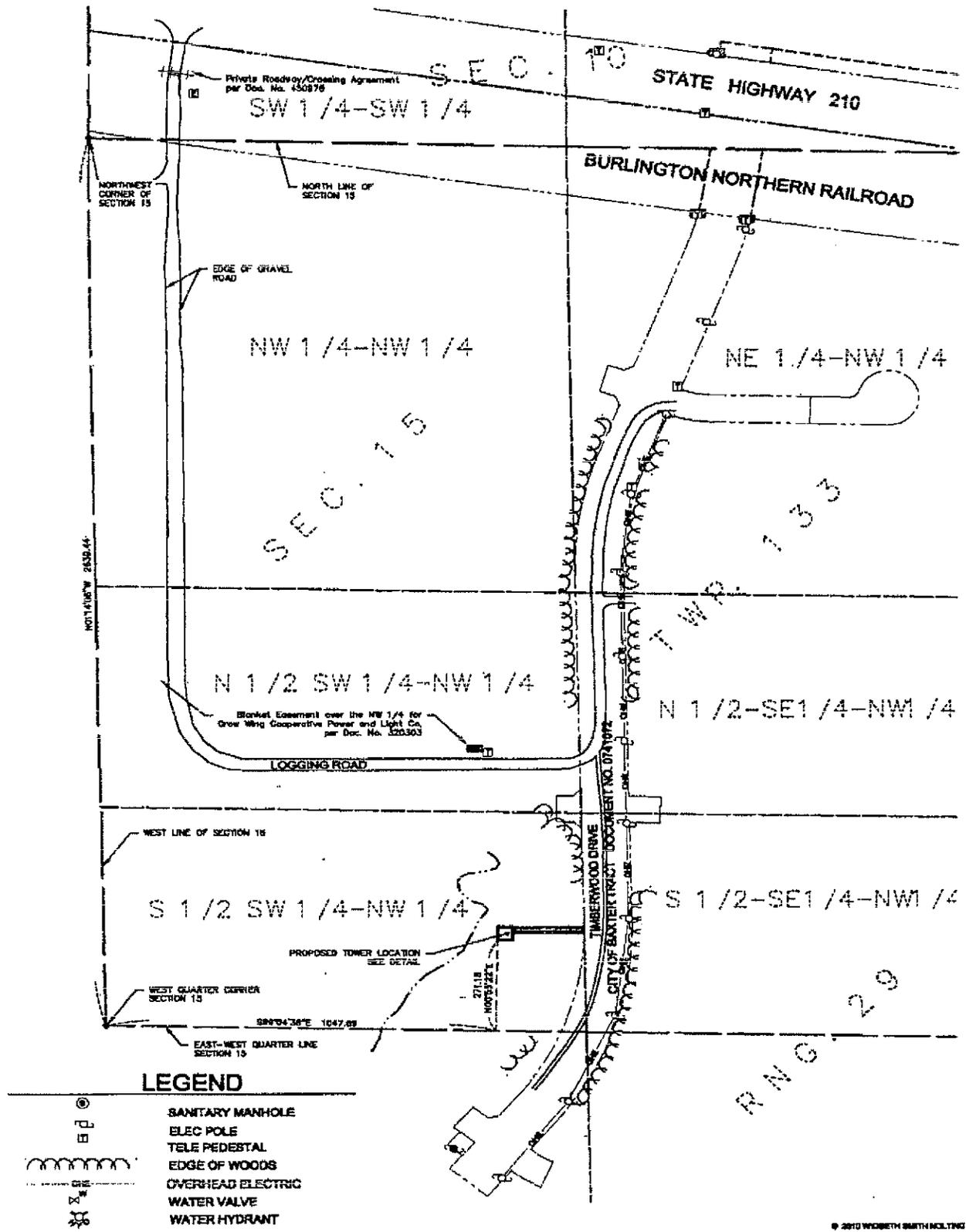
## DESCRIPTION OF PREMISES

A 1600 square foot portion of the Parent Parcel, together with all necessary easements for vehicular and pedestrian access, as more particularly described below:



TowerCo Site MN0071  
TowerCo Site Name: Potlatch Industrial Park  
DM 814285v3

Sprint Site MS80XC77  
Sprint Site Name: Potlatch Industrial Park



TowerCo Site MN0071  
 TowerCo Site Name: Potlatch Industrial Park  
 DM 814285v3

Sprint Site MS80XC777  
 Sprint Site Name: Potlatch Industrial Park

© 2010 WISBETH SMITH MCLTNG

**PROPOSED LEASE AREA DESCRIPTION:**

That part of the South Half of the Southwest Quarter of the Northwest Quarter (S1/2-SW1/4-NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota described as follows:

Commencing at the West Quarter corner of said Section 15; thence South 89 degrees 04 minutes 38 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 1047.89 feet along the East-West quarter line of said Section 15, thence North 00 degrees 55 minutes 22 seconds East 271.18 feet to the point of beginning of the tract to be described; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet; thence South 00 degrees 00 minutes 00 seconds West 40.00 feet; thence South 90 degrees 00 minutes 00 seconds West 40.00 feet to the point of beginning.

**PROPOSED ACCESS EASEMENT DESCRIPTION:**

A 12.00 foot wide easement for ingress and egress purposes over and across that part of the South Half of the Southwest Quarter of the Northwest Quarter (S1/2-SW1/4-NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota, the centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 15; thence South 89 degrees 04 minutes 38 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 1047.89 feet along the East-West quarter line of said Section 15, thence North 00 degrees 55 minutes 22 seconds East 271.18 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet; thence South 00 degrees 00 minutes 00 seconds West 6.00 feet to the point of beginning of the centerline to be described; thence North 90 degrees 00 minutes 00 seconds East 193.10 feet to the west line of the City of Baxter tract described in Document No. 0741072 and said centerline there terminating.

The sidelines of said easement are to be shortened or lengthened to terminate at said west line of the City of Baxter tract described in Document No. 0741072.

**PROPOSED UTILITY EASEMENT DESCRIPTION:**

A 8.00 foot wide easement for utility purposes over, under and across that part of the South Half of the Southwest Quarter of the Northwest Quarter (S1/2-SW1/4-NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota, the centerline of said easement is described as follows:

Commencing at the West Quarter corner of said Section 15; thence South 89 degrees 04 minutes 38 seconds East, bearing based on the City of Baxter Coordinate Database NAD 83/88, 1047.89 feet along the East-West quarter line of said Section 15, thence North 00 degrees 55 minutes 22 seconds East 271.18 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet; thence North 90 degrees 00 minutes 00 seconds East 40.00 feet; thence South 00 degrees 00 minutes 00 seconds West 16.00 feet to the point of beginning of said centerline to be described; thence North 90 degrees 00 minutes 00 seconds East 193.05 feet to the west line of the City of Baxter tract described in Document No. 0741072 and said centerline there terminating.

The sidelines of said easement are to be shortened or lengthened to terminate at said west line of the City of Baxter tract described in Document No. 0741072.

**EXHIBIT C**

**TENANT LEASES**

None.

#14

Reviewed by Auditor/Treasurer  
02-23-12 KK.

Office of County Recorder  
County of Crow Wing, MN }

46-0  
City WK.

I hereby certify that the within instrument was filed  
in this office for record on the 23 day of Feb  
A.D. 2012 at 2:35 o'clock P.M.  
and was duly recorded as Doc. No. 0808458

*[Signature]*  
County Recorder  
Deputy

RETURN TO *City of Baxter*

NOTICE OF COMPLETION

TO: CROW WING AUDITOR AND RECORDER:

PLEASE TAKE NOTICE that the City of Baxter, Crow Wing County, Minnesota, has on the 21<sup>st</sup> day of February, 2012, passed a resolution vacating property known as railroad crossing Milepost 124.85 (DOT No. 068450M), pursuant to the provisions of Minnesota Statutes Section 412.851, and that said vacation proceedings are fully completed.

9

The old railroad crossing along Trunk Highway 210 in the Northwest Quarter of the Northwest Quarter, Section 15, Township 133, Range 29, Crow Wing County, Minnesota at Milepost 124.85 and identified by MNDOT as DOT No. 068450M. Said crossing has already been removed and replaced by a new crossing at Milepost 124.55 and identified by MnDOT as DOT No. 927498M that serves Timberwood Drive.

This motion passed unanimously. A certified copy of said resolution is attached hereto and incorporated herein by reference.

Dated at Baxter, Minnesota, this 21<sup>st</sup> day of February, 2012.

CITY OF BAXTER, MINNESOTA

By *[Signature]*  
City Administrator/Clerk

RESOLUTION NO. 12-2/2-1 VACATING PROPERTY

WHEREAS, due and proper published and posted and mailed notice of public hearing has been given by the City as required by law; and

WHEREAS, after a public hearing held on this date, the City Council finds that it is in the public interest to vacate the property as hereinafter described.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City of Baxter, Minnesota, as follows:

That certain property described as follows is hereby vacated:

The old railroad crossing along Trunk Highway 210 in the Northwest Quarter of the Northwest Quarter, Section 15, Township 133, Range 29, Crow Wing County, Minnesota at Milepost 124.85 and identified by MnDOT as DOT No. 068450M. Said crossing has already been removed and replaced by a new crossing at Milepost 124.55 and identified by MnDOT as DOT No. 927498M that serves Timberwood Drive.

Dated at Baxter, Minnesota, this 21<sup>st</sup> day of February, 2012.

CITY OF BAXTER, MINNESOTA

By [Signature]  
Its Mayor

ATTEST,

[Signature]  
City Administrator/Clerk

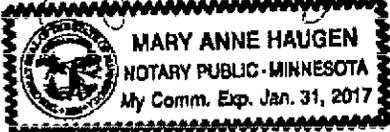
STATE OF MINNESOTA     )  
COUNTY OF CROW WING   )ss.  
CITY OF BAXTER           )

I, THE UNDERSIGNED, being the duly qualified City Clerk of the City of Baxter, Minnesota, hereby certify that I have carefully compared the foregoing RESOLUTION VACATING PROPERTY, which is found in the minutes of the City of Baxter dated February 12, 2012, and the same is a full, true and complete copy of said Resolution as found in the City files.

WITNESS my hand officially as such Clerk this 21 day of February, 2012.

[Signature]  
City Administrator/Clerk,  
City of Baxter

Subscribed and sworn to before me  
This 21 day of February, 2012.

[Signature]  


#17

City WK

Office of County Recorder }  
County of Crow Wing, MN }

I hereby certify that the within instrument was filed  
in this office for record on the 9 day of July  
A.D. 2010 at 10:30 o'clock a M.  
and was duly recorded as Doc. No. 0783000

[Signature]  
County Recorder  
By [Signature] Deputy

**CITY OF BAXTER  
CONDITIONAL USE PERMIT  
APPROVAL**

On this **18<sup>th</sup>** day of **May, 2010**, at the regular meeting of the Baxter City Council, following the report made by the Baxter Planning & Zoning Commission, subsequent to a public hearing conducted at the **May 11, 2010** meeting of said Planning & Zoning Commission, pursuant to the Baxter Zoning Ordinance, Section 15.4, the said Baxter City Council hereby approves a Conditional Use Permit in behalf of:

**Sprint/Nextel (Potlatch)  
RE CODE: 020152300A00009  
No address/road  
Baxter, MN 56425**

in accordance with the provisions of the Baxter Zoning Ordinance and pursuant to the requirements of Chapter 462.3595, Minnesota Statutes.

The approved Conditional Use Permit authorizes the above named to: **allow the construction of a 198' cellular tower with a 40 x 40 site compound on Potlatch property.**

And subject to the following conditions, if any:

1. That there is compliance with any of the recommendations of the Utility Commission that are accepted by the City Council.
2. That the project complies with wireless communication tower regulation set forth in Section 9-4-5 of the City Code.

W on the parcel of land legally described as follows: S 1/2 of SW 1/4 of NW 1/4 EXC Pt conveyed to City of Baxter on Document #741072 & #741073 Section 15, Township 133, Range 29

The Baxter Zoning Administrator is herewith directed to issue the appropriate permits pursuant to this Conditional Use Permit and the Baxter City Clerk is herewith directed to file a copy of this with the Crow Wing County Recorder.

Dated: 7-5-10

[Signature]  
Mayor

I certify that the above is a true and correct statement based on the approved minutes of the Baxter City Council meeting held on **May 18, 2010** and on record in the City Hall of the City of Baxter, 13190 Memorywood Dr., Baxter, MN.

Beverly L. Olson  
City Clerk

(Seal)

Dated: 7-5-10

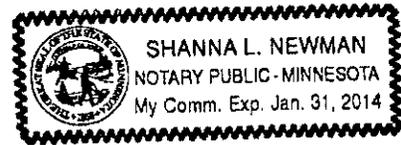
THIS DOCUMENT DRAFTED BY:

Shanna Newman  
Planning Technical Clerk  
City of Baxter  
13190 Memorywood Dr.  
P. O. Box 2626  
Baxter, MN 56425  
218-454-5109

RETURN TO

Subscribed and sworn to  
before me this 5<sup>th</sup> day  
of July 2010.  
Shanna L. Newman

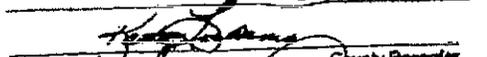
Please return completed documents to the above person.



#18

Office of County Recorder  
County of Crow Wing, MN }

I hereby certify that the within instrument was filed  
in this office for record on the 8 day of June  
A.D. 2011 at 3 o'clock P.M.  
and was duly recorded as Doc. No. **0797376**

  
County Recorder  
  
Deputy

RECORD: 020152300A00009 At

RETURN TO

**Prepared by and Return to:**

Todd Young – Wireless Site Services  
1401 220<sup>th</sup>, Sergeant Bluff IA, 51054

Site ID: MS80XC777  
Site Name: Potlatch Ind. Park

**Memorandum of Agreement**

This Memorandum of Agreement ("Memorandum") dated December 22, 2010, evidences that a Site Agreement (the "Agreement") dated December 22, 2010 (the "Effective Date"), was made and entered into between POTLATCH TRS MINNESOTA LLC ("Owner") and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership ("Sprint/Nextel" or "Tenant").

The Agreement provides in part that Sprint/Nextel has the right to enter upon certain real property owned by Owner and located at 12567 Timberwood Dr., City of Baxter, County of Crow Wing, State of Minnesota, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A attached hereto.

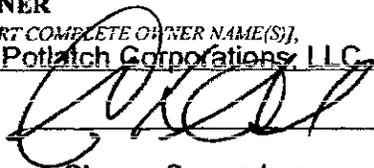
The term of Sprint/Nextel's lease and tenancy under the Agreement is 5 years commencing on the earlier to occur of start of construction of the Facilities (as defined in the Agreement) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and is subject to 5 renewal terms of 5 years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

**OWNER**

[INSERT COMPLETE OWNER NAME(S)]

a(n) Potlatch Corporations, LLC

By: 

Name: Shawn Sunnarborg

Title: Regional Manager, Lake States

Address: 105 Arch Street  
Cloquet, MN 55720

Contact Phone Number: 218-879-0436

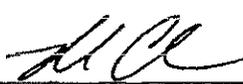
Email Address: shawn.sunnarborg@potlatchcorp.com

Attach Exhibit A - Site Description

**TENANT**

**SPRINT SPECTRUM REALTY COMPANY, L.P.**

a Delaware limited partnership

By: 

Name: Rob Cabane

Title: Site Development Mgr

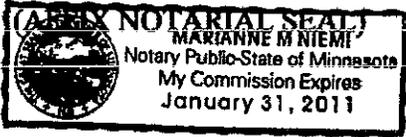
Address: \_\_\_\_\_

**OWNER NOTARY BLOCK:**

STATE OF

COUNTY OF

The foregoing instrument was (choose one)  attested or  acknowledged before me this 26 day of October, 2010, by (choose one)  as an individual,  Spawn Sunaberg as Regional Mgr of Potlatch Corp., a  corporation, on behalf of the corporation, or  partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.



My commission expires:

1/31/2011

Marianne M Niemi  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

Marianne M Niemi  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**SPRINT/NEXTEL NOTARY BLOCK:**

STATE OF NJ

COUNTY OF ESSEX

The foregoing instrument was (choose one)  attested or  acknowledged before me this 22 day of Dec, 2010, by (choose one)  as an individual,  Rob Cobane as Site Development Mgr of Sprint Spectrum L.P., a  corporation, on behalf of the corporation, or  partner or agent on behalf of \_\_\_\_\_, a \_\_\_\_\_ partnership.

(AFFIX NOTARIAL SEAL)

**DANIELLE PETTI**  
Notary Public  
State of New Jersey  
No. 2268604  
Commission Expires Nov 2, 2015

Danielle Petti  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

**EXHIBIT A**

**Legal Description of Owner's Property**

**S1/2 OF SW1/4 OF NW1/4 EXC PT CONVEYED TO CITY OF  
BAXTER ON DOCUMENT #741072 & #741073.**

**EXHIBIT A**

**Legal Description of Owner's Property**

SECTION 15  
TOWNSHIP 133  
RANGE 29

Q

S1/2 OF SW1/4 OF NW1/4 EXC PT CONVEYED TO CITY OF  
BAXTER ON DOCUMENT #741072 & #741073.

#19

CURRENT TAX CERTIFICATION  
( ) REQUIRED ( ) NOT REQUIRED  
CERTIFICATE OF REAL ESTATE VALUE  
( ) FILED ( ) NOT REQUIRED  
NO DELINQUENT TAXES-TRANSFER ENTERED  
DATE July 17 TO 17  
DAVID R. B. MIA BY 10  
CROW WING COUNTY AUDITOR/TREASURER  
TRANSFER # 1404735  
RE CODE: 620152300A00009 PT

Prepared by and Return to:  
SBA Network Services, LLC  
Attn: Donna L. Beirnes  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487  
561.226-9468

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

**DOCUMENT A- 847271**

RECORDED ON:

July 18, 2014 9:18 AM

KATHY LUDENIA

CROW WING COUNTY RECORDER

BY: DJ

RETURN TO

AFTER RECORDING, PLEASE RETURN TO:  
Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23226  
Attn: \_\_\_\_\_

RETURN TO: FIDELITY NATIONAL TITLE GROUP  
7130 GLEN FOREST DR. FEE: \$46.00  
STE 300 PAGES: 20  
RICHMOND, VA 22326

[Recorder's Use Above This Line]

STATE OF MINNESOTA

COUNTY OF CROW WING

Tax ID Number:

**EASEMENT AGREEMENT**

By and between Potlatch TRS Minnesota, LLC, a Delaware limited liability company ("Grantor") with an address of 105 Arch Street, Cloquet, MN 55720

and

SBA Towers IV, LLC, a Delaware limited liability company ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.  
  
Grantor initial(s) here: ARS

30 LIVE

18670329 271

## EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated effective June 30<sup>th</sup>, 2014 ("Effective Date") by and between Potlatch TRS Minnesota, LLC, a Delaware limited liability company, with an address at 105 Arch Street, Cloquet, MN 55720 ("Grantor") and SBA Towers IV, LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487 ("Grantee").

### BACKGROUND

Grantor is the owner of the real property described on Exhibit 'A' attached hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

### AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit 'B' hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on Exhibit 'C' hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the "Easements"). The Easements shall be used for the purposes set forth in Section 6 hereof. The Premises and Easements being more particularly described within the survey attached as Exhibit 'D'.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith. Grantee may make improvements, alterations or modifications on or to the Easement as are deemed appropriate by Grantee, in its commercially reasonable discretion and are related to the permitted uses. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall, to the extent within Grantor's control, have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements. Grantee, upon termination of this Agreement, shall, within one hundred eighty (180) days, remove all improvements, fixtures, and personal property constructed or installed on the Easement Premises by Grantee and restore the Easement Premises to substantially the same condition prior to the construction of the tower, normal wear and tear and casualty excepted. Grantee shall not be required to remove any foundations, driveways, or underground cables or wires located more than four (4) feet below grade. All costs to restore the property are to be the responsibility of Grantee.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement. Grantee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Grantee's facilities, but only for so long as Grantee's improvements, fixtures and personal property remain on the Premises. Grantee shall reimburse Grantor for its liabilities pursuant to this section 9(b) within thirty (30) days of receipt of notice from Grantor.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part in such a way that the remaining tract containing the Easements is substantially the only use of the tract, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to

seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Premises and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Premises and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor and Grantee will comply with all environmental, health and safety laws with respect to the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the Lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. Grantor conveys to Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, a non-exclusive license granting complete, uninterrupted pedestrian and vehicular access to and from the Exclusive Easement, seven days a week, 24 hours a day, over adjacent property designated by Grantor at the time of access now or hereafter owned by Grantor, but solely to the extent the Access and Utility Easement is blocked or otherwise rendered unusable to Grantee; provided that Grantee shall repair any damages to the Premises caused by such access, such alternate access shall be temporary in nature and shall discontinue, in each instance, once the Access and Utility Easement is fully usable in accordance with this Agreement. Grantor shall not impede any access roadways from the nearest public right of way to the Exclusive Easement in a manner that prevents pedestrian and vehicular access to the Exclusive Easement. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to relocate such utility lines upon the Premises, the precise location of which shall be decided by Grantor in its sole discretion, for no additional consideration. The cost of relocating the utility lines, including but not limited to survey work and legal fees, shall be borne exclusively by Grantee if such relocation becomes necessary.

Furthermore, Grantor will have the right to relocate the Access and Utility Easement or any part thereof, to an alternate ground location on the Grantor's Property if Grantor intends to develop the Premises in a manner that interferes with the Access and Utility Easement in its current location; provided, however, that the relocation will: (a) be at Grantor's sole cost and expense; (b) not result in any interruption of the existing access by Grantee or existing utility service to Grantee, until construction of the relocated easement is completed; (c) not impair, interrupt or in any manner alter the quality of communication service provided by Grantee from the Easements. Grantor will exercise its relocation right by delivering written notice to Grantee at least 6 months prior to the proposed relocation date. The location of the relocated Access and Utility Easement shall be agreed upon by Grantor and Grantee, but Grantee's consent to the location of the relocated Access and Utility Easement shall not be unreasonably withheld. Upon relocation of Grantee's Access and Utility Easement or any part thereof, all references to the Access and Utility easement in this Agreement will be deemed to be reference the relocated Access and Utility Easement. Grantor and Grantee agree that the Relocated Access/Utility Easement will be surveyed by a licensed surveyor at Grantor's sole expense, and the legal description thereof will then supersede Exhibit C. An accurate copy of all documents describing the relocated Access and Utility Easement will, at Grantor's sole expense, be recorded in the official land records of the county where the relocated Access and Utility Easement is located. Except as expressly provided herein, Grantor and Grantee agree that in no event will the relocation of Grantee's Access and Utility Easement, or any part thereof, affect, alter, modify or otherwise change any of the terms and conditions of this Agreement.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantee may from time to time grant to certain lenders selected by Grantee and its affiliates (the "Lender") a lien on and security interest in Grantee's interest in this Agreement and all assets and personal property of Grantee located on the Easements, including, but not limited to, all accounts receivable,

inventory, goods, machinery and equipment owned by Grantee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Grantee under this Agreement, Grantor agrees to accept such exercise of rights by Lender as if same had been exercised by Grantee. If there shall be a monetary default by Grantee under the Agreement, Grantor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). If there shall be a non-monetary default by Grantee under this Agreement, Grantor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Grantee under this Agreement to cure such default, prior to terminating this Agreement (if permitted by the terms hereof). Hereafter, this Agreement may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Agreement is terminated or is rejected in any bankruptcy proceeding, Grantor will enter into a new easement agreement with Lender or its designee on the same terms as this Agreement within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Agreement, if any. The foregoing is not applicable to normal expirations of this Agreement. Grantor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Grantor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Grantor's assets. Simultaneous with any notice of default given to Grantee under the terms of this Agreement, Grantor shall deliver of copy of such notice to Lender at an address to be provided by Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Potlatch TRS Minnesota, LLC  
105 Arch Street  
Cloquet, MN 55720

To Grantee: SBA Towers IV, LLC  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487  
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including attorney's fees, approved by the court as reasonable, and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain Site Agreement, dated December 22, 2010, originally by and between Grantor and Sprint Spectrum L.P., a Delaware limited partnership, and ultimately assigned to Grantee, as evidenced by that certain Memorandum of Agreement recorded June 8, 2011, as Instrument No. 0797376, of the Public Records of Crow Wing County, Minnesota, as amended and assigned from time to time (collectively, the "Lease"). It is the intention of the parties that the interest created by this Agreement, including the Lease, shall not

merge into any other interest now or hereafter held by Grantee and such interests shall remain a separate and distinct interest in the underlying real property. Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharges Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Cure Period; Default. No party to this Agreement shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Grantor be entitled to terminate this Agreement as a result of or remedy for any breach or default thereunder by Grantee. In the event Grantor fails to comply with the terms of this Agreement, Grantee may, in its sole and absolute discretion, cure any such default, and to the extent Grantee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Grantee pays on behalf of Grantor), Grantor agrees to promptly reimburse Grantee for such expenses incurred.

27. Right of First Refusal/Exclusivity. If at any time during term of this Agreement, Grantor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Easements and/or Premises, or any portion thereof, which Grantor desires to accept, Grantor shall first give Grantee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Grantee the right to purchase the interest described in the Offer on the terms set forth in the Offer. Grantee shall have a period of thirty (30) days after receipt of Grantor's notice and terms to accept the Offer or exercise Grantee's right of first refusal by notifying Grantor in writing. If Grantee has not accepted the Offer or exercised its right of first refusal in writing to Grantor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Grantor shall not, at any time during the term of this Agreement, grant any interest in any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

As part of Grantee's right to the undisturbed use and enjoyment of the Easements, Grantor shall not, at any time during the term of this Agreement (j) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Grantor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits (either during the term of this Agreement and/or after the term hereof) any of the uses permitted under this Agreement without the prior written consent of Grantee, in Grantee's sole discretion. Grantor may not assign any Easement Payment or this Agreement or any rights hereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Grantee, in Grantee's sole and absolute discretion.

28. Further Acts: Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

29. Indemnification. Grantee and Grantor agree to indemnify and defend the other against and holds the other harmless against and from any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of the negligence or intentional misconduct of the indemnifying party, its agents or contractors. The indemnity obligations under this Section will survive termination of this Agreement.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

**WITNESSES:**

**GRANTOR:**

Potlatch TRS Minnesota, LLC, a Delaware limited liability company

By: Potlatch Land & Lumber, LLC, a Delaware limited liability company, as Sole Member

[Signature]  
Print Name: Jani's JACKSON  
[Signature]  
Print Name: Donna M. Opilla

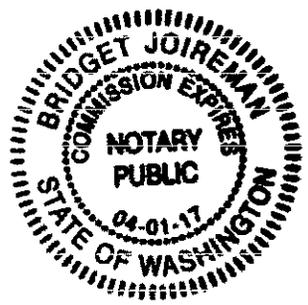
By: [Signature]  
William R. DeReu  
Vice President

STATE OF Washington  
COUNTY OF Spokane

The foregoing was acknowledged before me this 13 day of June, 2014 by William R. DeReu, the Vice President of Potlatch Land & Lumber, LLC, a Delaware limited liability company, as the Sole Member of Potlatch TRS Minnesota, LLC, a Delaware limited liability company, the Grantor of the Easement Agreement.

[Signature]  
Notary Public  
Print Name: Bridget Joireman  
My Commission Expires: 4-1-17

(NOTARY SEAL)



**WITNESSES:**

**GRANTEE:**

SBA Towers IV, LLC, a Delaware limited liability company

Cassandra Conrette  
Print Name: Cassandra Conrette

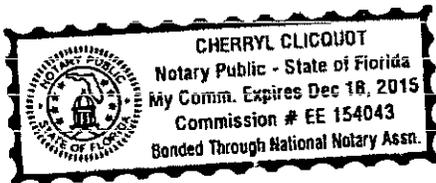
By: [Signature]  
Thomas P. Hunt  
Executive Vice President & General Counsel

[Signature]  
Print Name: [Signature]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me June 30<sup>th</sup>, 2014 by Thomas P. Hunt, the Executive Vice President & General Counsel of SBA Towers IV, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



[Signature]  
Notary Public  
Print Name: CHERRYL CLIEQUOT  
My Commission Expires: 12/18/15

(NOTARY SEAL)

**EXHIBIT 'A'**

Premises

**PARENT PARCEL (AS PROVIDED)**

An interest in land, said interest being over a portion of the following described parent parcel:  
Real property in Crow Wing County, Minnesota, described as follows:

*a* South Half of the Southwest Quarter of the Northwest Quarter (S1/2SWNW), Section 15,  
Township 133, Range 29.

LESS AND EXCEPT that portion of property conveyed to City of Baxter from Potlatch Forest Products Corporation, a Delaware corporation by Quit Claim Deed dated December 11, 2007 and recorded December 20, 2007 in Instrument No. 0741072.

LESS AND EXCEPT that portion of property conveyed to City of Baxter from Potlatch Forest Holdings, Inc., a Delaware corporation by Quit Claim Deed dated December 11, 2007 and recorded December 20, 2007 in Instrument No. 0741073.

AND BEING a portion of the same property conveyed to Potlatch Corporation, a Delaware corporation from O'Brien Properties, a partnership by Deed dated August 01, 1979 and recorded October 25, 1979 in Deed Book 307D, Page 661; AND FURTHER CONVEYED to Potlatch Forest Products Corporation, a Delaware corporation from Potlatch Corporation, a Delaware corporation by Limited Warranty Deed dated December 30, 2005 and recorded March 09, 2006 in Instrument No. 0705542; AND FURTHER CONVEYED to Potlatch TRS Minnesota, LLC, a Delaware limited liability company from Potlatch Forest Products Corporation, a Delaware corporation by Limited Warranty Deed dated December 10, 2008 and recorded December 10, 2008 in Instrument No. 0756858.

Tax Parcel No. 020152300A00009

**EXHIBIT 'B'**

Exclusive Easement

**EXCLUSIVE EASEMENT AREA (AS SURVEYED)**

o Situated in the City of Baxter, County of Crow Wing and State of Minnesota. Known as being part of Southwest Quarter of the Northwest Quarter of Section 15, Township 133, Range 29 and being a 1,632 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Potlatch TRS Minnesota, LLC as recorded in Document No. 0756858 of Crow Wing County records and being more particularly described as follows:

Commencing at the southeast corner of Lease Area described in Site Agreement between Sprint Spectrum L.P. and Potlatch TRS Minnesota LLC dated December 22, 2010 and an iron pipe found; thence, South 78°18'26" East, a distance of 0.75 feet to the Point of Beginning, from the West Quarter Corner of Section 15, Township 133, Range 29 bears South 00°15'09" West, a distance of 217.90 feet and North 89°04'38" West, a distance of 1091.80;

Thence, North 89°50'15" West, a distance of 41.66 feet; thence, North 02°41'03" East, a distance of 39.35 feet; thence, North 88°11'52" East, a distance of 40.02 feet; thence, South 00°15'09" West, a distance of 40.69 feet to the Point of Beginning and Containing 0.037 acres (1,632 square feet) of land, more or less.

**EXHIBIT 'C'**

Access and Utility Easement

**NON-EXCLUSIVE ACCESS EASEMENT (AS SURVEYED)**

*a* Situated in the City of Baxter, County of Crow Wing and State of Minnesota. Known as being part of Southwest Quarter of the Northwest Quarter of Section 15, Township 133, Range 29 and being a 3,460 square foot Non-Exclusive Access Easement over and upon a parcel of land now or formerly conveyed to Potlatch TRS Minnesota, LLC as recorded in Document No. 0756858 of Crow Wing County records and being more particularly described as follows:

Commencing at the southeast corner of Lease Area described in Site Agreement between Sprint Spectrum L.P. and Potlatch TRS Minnesota LLC dated December 22, 2010 and an iron pipe found; thence, South 78°18'26" East, a distance of 0.75 feet to a point, from the West Quarter Corner of Section 15, Township 133, Range 29 bears South 00°15'09" West, a distance of 217.90 feet and North 89°04'38" West, a distance of 1091.80; thence, North 00°15'09" East, a distance of 14.68 feet; thence, North 00°15'09" East, a distance of 8.00 feet to the Point of Beginning;

Thence, North 00°15'09" East, a distance of 18.00 feet; thence, North 89°00'00" East, a distance of 192.12 feet to the west right-of-way of Timberwood Drive; thence, along the arc of a curve to the right, said curve having an arc length of 18.00 feet, a radius of 790.00 feet, a delta angle of 1°18'20", a chord bearing South 00°10'10" East and a chord distance of 18.00 feet; thence, South 89°00'00" West, a distance of 192.26 feet to the Point of Beginning and containing 0.079 acres (3,460 square feet) of land, more or less.

**NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)**

*a* Situated in the City of Baxter, County of Crow Wing and State of Minnesota. Known as being part of Southwest Quarter of the Northwest Quarter of Section 15, Township 133, Range 29 and being a 1,538 square foot Non-Exclusive Utility Easement over and upon a parcel of land now or formerly conveyed to Potlatch TRS Minnesota, LLC as recorded in Document No. 0756858 of Crow Wing County records and being more particularly described as follows:

Commencing at the southeast corner of Lease Area described in Site Agreement between Sprint Spectrum L.P. and Potlatch TRS Minnesota LLC dated December 22, 2010 and an iron pipe found; thence, South 78°18'26" East, a distance of 0.75 feet to a point, from the West Quarter Corner of Section 15, Township 133, Range 29 bears South 00°15'09" West, a distance of 217.90 feet and North 89°04'38" West, a distance of 1091.80; thence, North 00°15'09" East, a distance of 14.68 feet to the Point of Beginning;

Thence, North 00°15'09" East, a distance of 8.00 feet; thence, North 89°00'00" East, a distance of 192.26 feet to the west right-of-way of Timberwood Drive; thence, along the arc of a curve to the right, said curve having an arc length of 8.00 feet, a radius of 790.00 feet, a delta angle of 0°34'50", a chord bearing South 00°46'25" West and a chord distance of 8.00 feet; thence, South 89°00'00" West, a distance of 192.18 feet to the Point of Beginning and containing 0.035 acres (1,538 square feet) of land, more or less.

**EXCLUSIVE EASEMENT AREA (AS SURVEYED)**

Situated in the City of Butler, County of Crow Wing and State of Minnesota. Known as being part of the Northwest Quarter of Section 15, Township 133, Range 28, and being a 1.632 square foot Non-Exclusive Access Easement over and upon a parcel of land now or formerly conveyed to Politch TRS Minnesota, LLC as recorded in Document No. 0758658 of Crow Wing County records and being more particularly described as follows:

Commencing at the Southwest corner of Section 15, Township 133, Range 28 of Leasa Area described in Site Agreement between Spirit Spectrum L.P. and Politch TRS Minnesota LLC dated December 22, 2010 and on the pipe found; thence, North 54°05'09" West, a distance of 5,127.67 feet to the Point of Beginning;

thence, North 89°15'00" East, a distance of 41.66 feet; thence, North 02°41'03" East, a distance of 36.35 feet; thence, North 08°17'32" East, a distance of 40.02 feet; thence, South 00°15'29" West, a distance of 43.89 feet to the Point of Beginning and containing 0.037 acres (1,632 square feet) of land, more or less.

**NON-EXCLUSIVE ACCESS EASEMENT (AS SURVEYED)**

Situated in the City of Butler, County of Crow Wing and State of Minnesota. Known as being part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 133, Range 28 and being a 1,632 square foot Non-Exclusive Access Easement over and upon a parcel of land now or formerly conveyed to Politch TRS Minnesota, LLC as recorded in Document No. 0758658 of Crow Wing County records and being more particularly described as follows:

Commencing at the Southwest corner of Section 15, Township 133, Range 28 of Leasa Area described in Site Agreement between Spirit Spectrum L.P. and Politch TRS Minnesota LLC dated December 22, 2010 and on the pipe found; thence, North 54°05'09" West, a distance of 5,127.67 feet to a point; thence, North 00°15'00" East, a distance of 22.67 feet; to the Point of Beginning;

thence, North 00°15'00" East, a distance of 18.00 feet; thence, North 89°00'00" East, a distance of 182.28 feet to the west right-of-way of Timberland Drive; thence, along the arc of a curve to the right, said curve having an arc length of 18.00 feet, a radius of 790.00 feet, a 94.0 degree angle at 1°16'20", a chord bearing South 07°10'10" East and a chord distance of 18.00 feet, said curve being on the west right-of-way line of Timberland Drive; thence, departing said right-of-way South 89°00'00" West, a distance of 182.28 feet to the Point of Beginning and containing 0.078 acres (3,460 square feet) of land, more or less.

**NON-EXCLUSIVE UTILITY EASEMENT (AS SURVEYED)**

Situated in the City of Butler, County of Crow Wing and State of Minnesota. Known as being part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 133, Range 28 and being a 1,632 square foot Non-Exclusive Utility Easement over and upon a parcel of land now or formerly conveyed to Politch TRS Minnesota, LLC as recorded in Document No. 0758658 of Crow Wing County records and being more particularly described as follows:

Commencing at the Southwest corner of Section 15, Township 133, Range 28 of Leasa Area described in Site Agreement between Spirit Spectrum L.P. and Politch TRS Minnesota LLC dated December 22, 2010 and on the iron pipe found; thence, North 54°05'09" West, a distance of 5,127.67 feet; thence, North 00°15'00" East, a distance of 14.88 feet to the Point of Beginning;

thence, North 00°15'00" East, a distance of 8.00 feet; thence, North 89°00'00" East, a distance of 192.28 feet to the west right-of-way of Timberland Drive; thence, along the arc of a curve to the right, said curve having an arc length of 8.00 feet, a radius of 790.00 feet, a 94.0 degree angle at 1°16'20", a chord bearing South 07°10'10" East and a chord distance of 8.00 feet, said curve being on the west right-of-way line of Timberland Drive; thence, departing said right-of-way South 89°00'00" West, a distance of 192.28 feet to the Point of Beginning and containing 0.035 acres (1,638 square feet) of land, more or less.

**BASIS OF BEARING:**

The basis for all bearings shown hereon is the (reduced) line of subject property or right of way, known as being the State of Minnesota State Plane Coordinate System - Central, NAD 83.

**FLOOD ZONE:**

By aerial map location and graphic plotting only, the subject property appears to lie entirely in Zone X-1 (shaded) (areas determined to be outside the 500-year floodplain) according to the Flood Insurance Rate Map for the County of Crow Wing, Community Flood No. 270091 0005 B, Effective Date May 13, 1991.

**ENCROACHMENTS:**

At the time of this survey, there were no visible evidence of encroachments or violations.

**CERTIFICATION:**

I, James H. Malone, L.S., a Minnesota State Registered Professional Land Surveyor, License No. 40318, hereby certify to SBA Insurance III, LLC, a Delaware limited liability company and Fidelity National Title Insurance Company the following:

Elevations and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally and that the following tower site elevation is accurate to within +/- 3 feet vertically:

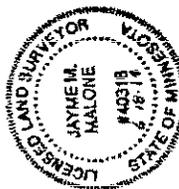
HORIZONTAL DATUM: NAD83  
 LATITUDE NORTH: 45° 20' 02.08"  
 LONGITUDE WEST: 94° 19' 22.94"  
 VERTICAL DATUM: NAVD 88

This surveyor has received and reviewed that certain Title Commitment No. 10670329 issued by Fidelity National Title Insurance Company with an effective date of May 1, 2014 which proposes to insure the lands described under its Schedule A.

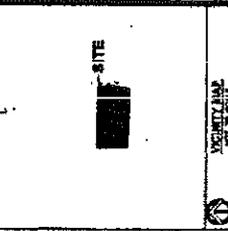
This surveyor knows of his own knowledge that the lands described under said Schedule A of the Title Commitment contain or include the lands described in one depicted on this survey.

This surveyor further knows of his own knowledge that the easements of record and identified under Schedule B-2 of said Title Commitment encumber the lands depicted on this survey, but said easements will not interfere with the location of the tower and antenna, including the record area and any of all access, utility and eye site easement parcels.

*James H. Malone*  
 James H. Malone, L.S.  
 Minnesota Land Surveyor No. 40318  
 For and on behalf of Milman Surveying, Inc.  
 Date of Survey: 05/20/14



Note: This survey does not represent a boundary survey of the parcel parcel.



**SBA**  
 SBA Insurance III, LLC  
 9600 E. Brown Road, Denver, CO 80231  
 Phone: 303-750-1010  
 www.sba-insurance.com

Drawn By: DAV Project Manager: SP  
 Date: 05/20/14 Boise: NA  
 Checked: JHM Sheets: 1 of 4  
 LMS Project No: 28594

Milman Surveying, Inc.  
 Corporate Headquarters  
 4111 Bradley Circle NW, Suite 210  
 Carlton, Ohio 44718  
 Phone: 800-320-1010  
 www.milman-survey.com

**milman**  
 National Land Services

**AS-BUILT SURVEY**  
 1887 Timberland Drive  
 Butler, Minnesota 56225  
 The Eye-Mounted-A  
 Site Mount-Back Infrared Post

Now or Formerly:  
Potlatch Lake States Timberlands  
APN: 020152300000009

Now or Formerly:  
Wayne M Hradsky (Cass County)  
APN: 41-116-4100

**PARENT PARCEL DESCRIPTION (AS PROVIDED)**

An interest in land, with interest being over a portion of the following described parent parcel:  
Real property in Crow Wing County, Minnesota, described as follows:  
South half of the Southwest Quarter of the Northwest Quarter (S1/2SW1/4), Section 13, Township 133, Range 28.  
**LESS AND EXCEPT** that portion of property conveyed to City of Baxter from Potlatch Forest Products Corporation, a Delaware corporation by Gift Deed dated December 11, 2007 and recorded December 20, 2007 in Instrument No. 0741072.  
**LESS AND EXCEPT** that portion of property conveyed to City of Baxter from Potlatch Forest Holdings, LLC, a Delaware corporation by Gift Deed dated December 11, 2007 and recorded December 20, 2007 in Instrument No. 0741073.  
**AND BEING** a portion of the same property conveyed to Potlatch Corporation, a Delaware corporation from Dohen Properties, a partnership by Deed dated August 01, 1978 and recorded October 25, 1978 in Deed Book 3070, Page 681; **AND FURTHER CONVEYED** to Potlatch Forest Products Corporation, a Delaware corporation from Potlatch Corporation, a Delaware corporation by Limited Warranty Deed dated December 31, 2005 and recorded March 09, 2008 in Instrument No. 0705542; **AND FURTHER CONVEYED** to Potlatch TRS Minnesota, LLC, a Delaware limited liability company from Potlatch Forest Products Corporation, a Delaware corporation by Limited Warranty Deed dated December 10, 2008 and recorded December 10, 2008 in Instrument No. 0766858.

Tax Parcel No. 020152300000009

**TOTAL LAND AREA:**  
844,565 Square Feet  
19.389 Acres

**VESTED IN:**  
Potlatch TRS Minnesota, LLC  
Instrument No. 0756858  
APN: 020152300000009

S 89°14.38' E (R) 1091.80' (C) 1687.85' (R)

Now or Formerly:  
Potlatch TRS Minnesota LLC  
APN: 020152300000009

(R) = Record of Site Survey by  
Steven T. Biscione dated April 24,  
2010

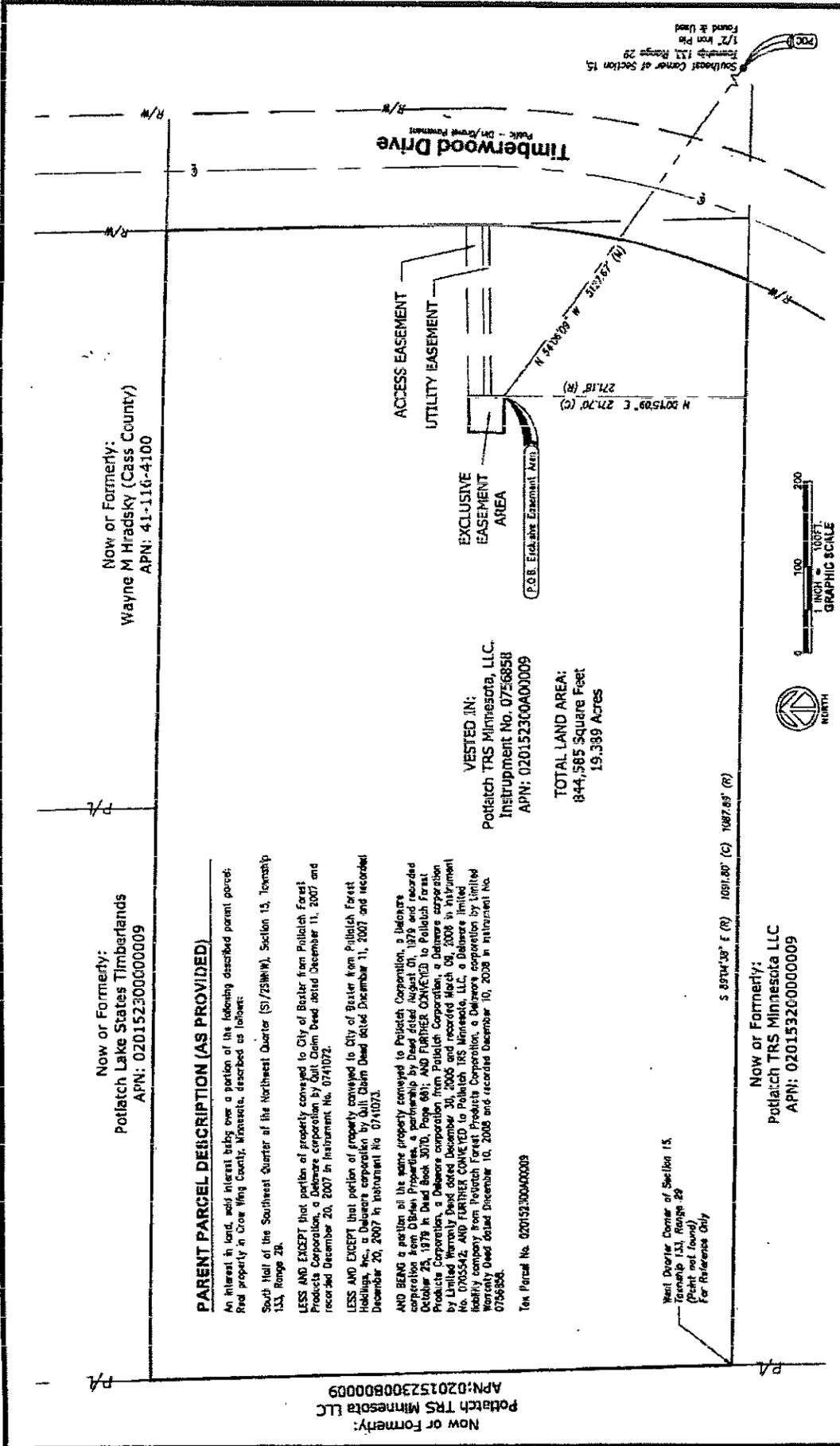
**AS-BUILT SURVEY**  
1487 Timberland Drive  
Baxter, Minnesota 56425  
Site ID: UNH4868-A  
Site Name: Potlatch National Park

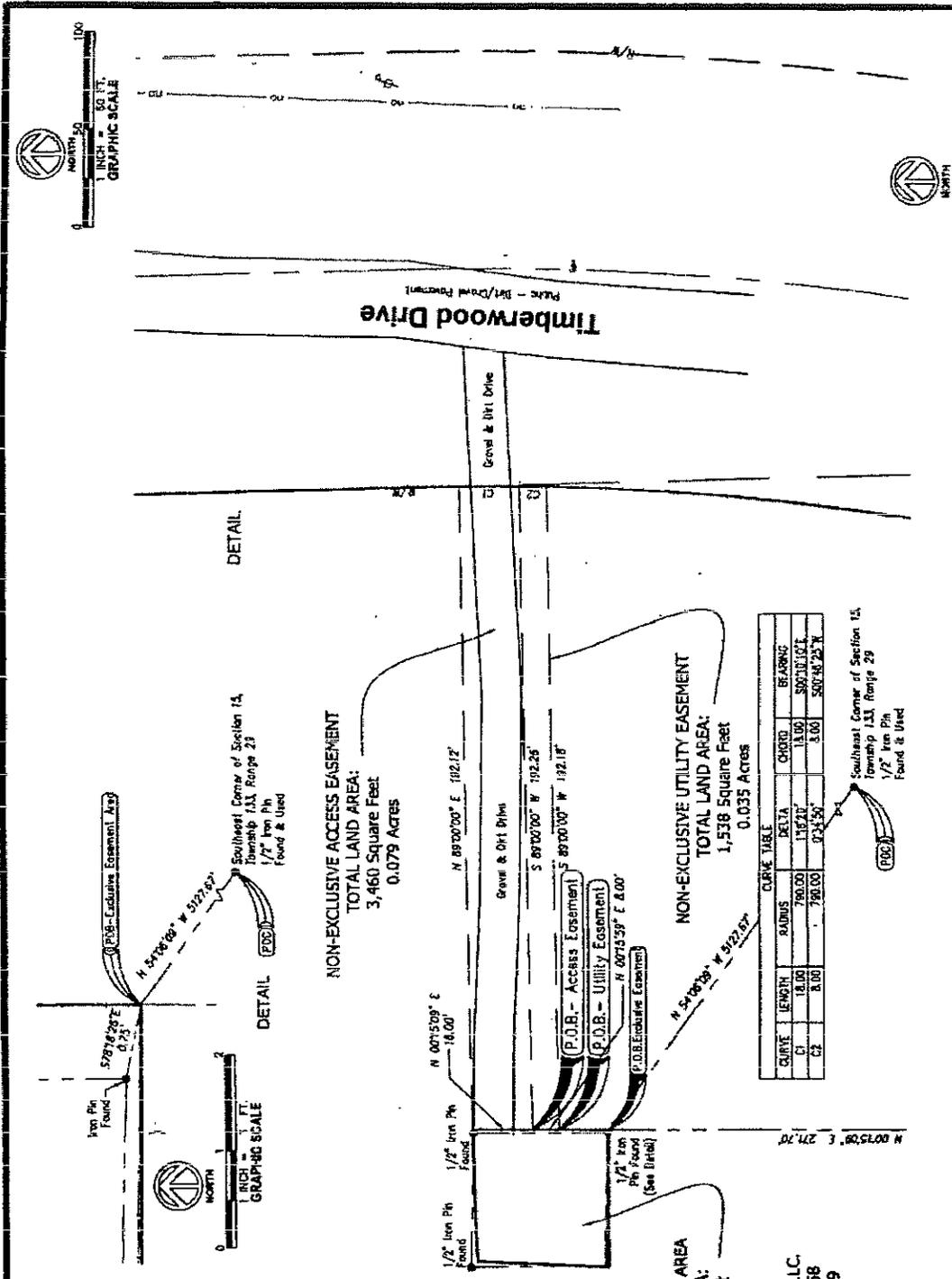
**milliman**  
National Land Services

Milliman Surveying, Inc.  
Corporate Headquarters  
4111 Bradley Circle NW, Suite 240  
Canton, Ohio 44718  
Phone: 800-323-1010  
www.milliman.com

Drawn By: DLY Project Manager: SP  
Date: 05/22/14 Scale: 1"=100'  
Checked: JMM Sheet: 2 of 4  
MIS Project No. 32084

**SBA**  
SBA National Services, Inc.  
5620 Brown Sound Parkway NW  
Boca Raton, FL 33487





**SYMBOL LEGEND**

R/W	Right-of-way
C	Centerline
P.O.B.	Place/Point of Beginning
P.O.C.	Place/Point of Commencement
(C)	Calc. Distances
(R)	Record of Survey (as noted)
(M)	Measured Distances
▲	Surveyor's Observation
⊗	Schedule B-Section II Item
⊘	Monumentation Found as Noted
⊙	Electric Box
⊚	Electric Transformer
⊛	Telephone Pedestal
⊜	Balloon Post
⊝	Utility Pole
⊞	Overhead Utilitan
⊟	Concrete Area
⊠	Building Area
⊡	Shaded Easement Area
⊢	Light Shaded Easement Area
⊣	Dark Shaded Easement Area

**AS-BUILT SURVEY**  
15871 Timberwood Drive  
Eaton, Minnesota 56458  
Site Name: Pottlatch Industrial Park

**milman**  
National Land Services

**SBA**  
SBA Network Services, Inc.  
8000 Internet Sound Parkway NW  
Brook River, TN 37027

Drawn By: D.L.V. Project Manager: SP  
Date: 02/26/14 Scale: 1"=50'  
Checked: JHM Sheet: 3 of 4  
MSI Project No. 3154

Milman Surveying, Inc.  
Corporate Headquarters  
4111 Bradley Circle NW, Suite 240  
Canton, Ohio 44718  
Phone: 800-345-1010  
www.milmanland.com

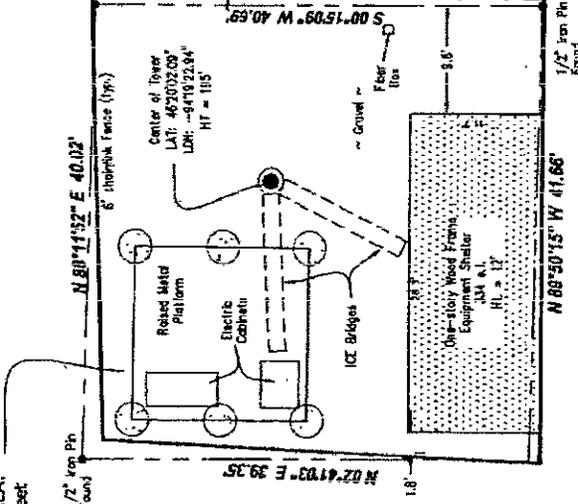
**GRAPHIC SCALE**  
1 INCH = 50 FT.

**EXCLUSIVE EASEMENT AREA**  
 TOTAL LAND AREA:  
 1,632 Square Feet  
 0.037 Acres

**NON-EXCLUSIVE ACCESS EASEMENT**  
 TOTAL LAND AREA:  
 3,460 Square Feet  
 0.079 Acres

**NON-EXCLUSIVE UTILITY EASEMENT**  
 TOTAL LAND AREA:  
 1,538 Square Feet  
 0.035 Acres

SYMBOL LEGEND	
R/W	Right-of-Way
⊕	Centerline
P.O.B.	Point/Point of Beginning
P.O.C.	Point/Point of Commencement
⊙	Surveyor's Observation
⊗	Schedule B-Section # Item
⊕	Documentation Found as Noted
⊕	Electric Box
⊕	Electric Transformer
⊕	Telephone Pedestal
⊕	Ballast Post
⊕	Utility Pole
⊕	Overhead Utilities
⊕	Concrete Area
⊕	Building Area
⊕	Shaded Easement Area
⊕	Light Shaded Easement Area
⊕	Dark Shaded Easement Area



**AS-BUILT SURVEY**  
 1-087 Thornwood Drive  
 Bush, Maryland 21742  
 Sta DPAUN4328A  
 5th Survey/Platting Industrial Park

**millman**  
 National Land Services

Millman Surveying, Inc.  
 Corporate Headquarters  
 4111 Bradley Circle NW, Suite 240  
 Dulles, VA 20146  
 Phone: 703.585.0110  
 www.millmansurvey.com

Drawn By: DLV  
 Date: 05/20/14  
 Checked: JMM  
 MSI Project No. 32552

**SBA**  
 SBA Network Services, Inc.  
 8800 Green Board Parkway NW  
 Ross, VA 20157

#20

CURRENT TAX CERTIFICATION  
 ( ) REQUIRED (X) NOT REQUIRED  
 CERTIFICATE OF REAL ESTATE VALUE  
 ( ) FILED (X) NOT REQUIRED  
 NO DELINQUENT TAXES-TRANSFER ENTERED  
 DATE May 12, 2010  
Deborah A. Erickson BY AW  
 CROW WING COUNTY AUDITOR  
 TRANSFER # 100279741002798  
 RE CODE:

Office of County Recorder }  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 12 day of May  
 A.D. 2010 at 5 o'clock P.M.  
 and was duly recorded as Doc. No. 0780496

[Signature] County Recorder  
[Signature] Deputy

EASEMENT

EASEMENT NO #: CW-SS-009A

KNOW ALL PERSONS BY THESE PRESENTS, that Potlatch Lake States Timberlands, LLC, a limited liability company under the laws of the State of Delaware "Grantor",  
 whether one or more, whose post office address is: 105 Arch St. Cloquet, MN 55720  
 in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Crow Wing County, Minnesota situated in:

Section 15, Township 133, Range 29

more particularly described on attached **Exhibits A and B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole, guy wires & anchors structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

496

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this 28 day of April, 2010.

GRANTOR

[Signature]  
By: Shawn Land Manager  
It's:

By: \_\_\_\_\_

It's: \_\_\_\_\_

STATE OF Minnesota  
COUNTY OF Carter

The foregoing instrument was acknowledged before me this 28 day of April, 2010 by Shawn Sunnaborg Sr Land Manager of  
(NAME/TITLE)

Pottlach Lake States Timberlands, LLC, a limited liability company under the laws of the State of Delaware.  
(Name of Corporation Acknowledging) (State of Incorporation)

Marianne M Niemi (Notary)



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of  
(NAME/TITLE)

Pottlach Lake States Timberlands, LLC, a limited liability company under the laws of the State of Delaware.  
(Name of Corporation Acknowledging) (State of Incorporation)

\_\_\_\_\_ (Notary)

RETURN TO

Drafted By: Great River Energy  
Land Rights Department  
12300 Elm Creek Blvd  
Maple Grove, MN 55369  
(763) 445-5000  
(To be returned to same after recording.)

# EXHIBIT A

Easement No. CW-SS-009A (1 of 2)

## GRANTOR'S PROPERTY

The North Half of the Southeast Quarter of the Northwest Quarter (N1/2 of SE1/4 of NW1/4), Section 15, Township 133 North, Range 29 West, Crow Wing County, Minnesota.

020 152400000009A

## EASEMENT PREMISES

A 100 foot wide strip of land lying within the North Half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West, the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West; thence North 01 degrees 23 minutes 15 seconds West, on an assumed bearing, along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 661.6 feet to the southeast corner of said North Half of the Southeast Quarter of the Northwest Quarter; thence North 88 degrees 57 minutes 35 seconds West along the south line of said North Half of the Southeast Quarter of the Northwest Quarter a distance of 50.14 feet to the point of beginning of the centerline to be described; thence North 01 degrees 23 minutes 09 seconds West 661.6 feet to a point on the north line of the Southeast Quarter of the Northwest Quarter, Section 15, Township 133 North, Range 29 West, said point being 50.12 feet westerly of the northeast corner of said Southeast Quarter of the Northwest Quarter, as measured along said north line, and said centerline there terminating.

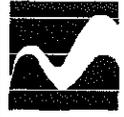
The sidelines of the above described 100 foot wide strip of land are to be shortened or extended to terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

The above described easement contains 1.519 acres.

CW-SS-009A 1 OF 2		Potlatch Lake States Timberlands, LLC	
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS		GREAT RIVER ENERGY™	
WORK ORDER 32471	SE 1/4 of NW 1/4 Sec. 15, Twp. 133N., Rng. 29W. Crow Wing County, MN	DATE 12/17/09	EXHIBIT B
REVISIONS			Drawn By: MBN
			DWG. NO. CW-SS-009



# EXHIBIT A

Easement No. CW-SS-009A (2 of 2)

## GRANTOR'S PROPERTY

The Northeast Quarter of the Northwest Quarter, Section 15, Township 133 North, Range 29 West, Crow Wing County, Minnesota, EXCEPT railroad right of way. 020152100000009PT

Subject to an easement of record granted to the City of Baxter on Document #741073.

## EASEMENT PREMISES

A 100 foot wide strip of land lying within that part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West, which lies southerly of the Burlington Northern Railroad right of way, the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West; thence North 88 degrees 59 minutes 59 seconds West, on an assumed bearing, along the south line of said Northeast Quarter of the Northwest Quarter a distance of 50.12 feet to the point of beginning of the centerline to be described; thence North 01 degrees 23 minutes 09 seconds West 1019.4 feet to a point on the southerly right of way line of the Burlington Northern Railroad, said point being 50.76 feet westerly of the east line of said Northeast Quarter of the Northwest Quarter, as measured along said southerly right of way line, and said centerline there terminating.

The sidelines of the above described 100 foot wide strip of land are to be shortened or extended to terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

The above described easement contains 2.340 acres.

CW-SS-009A 2 OF 2  
 Poltatch Lake States Timberlands, LLC  
 J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS

GREAT RIVER ENERGY™

WORK ORDER	NE 1/4 of NW 1/4
32471	Sec. 15, Twp. 133N., Rng. 29W.
REVISIONS	Crow Wing County, MN
	DATE
	12/17/09
	EXHIBIT B
	DWG. NO. CV-SS-009

Drawn By: MBN

# EXHIBIT B

Easement No. CW-SS-009A (1 of 2)



SCALE IN FEET  
1 inch = 200 ft.

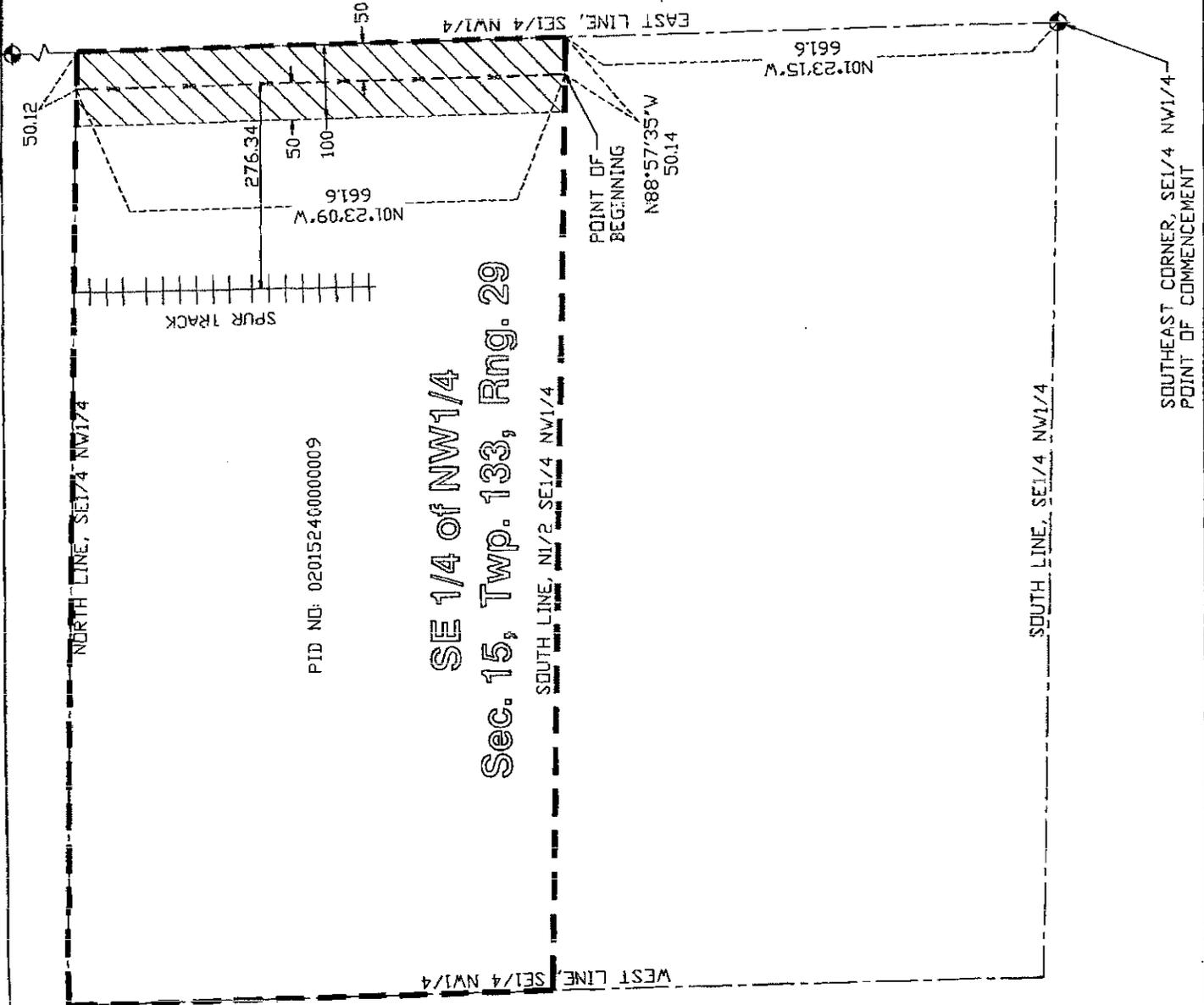
## LEGEND

- Denotes Grantor's Property Lines
- Denotes Easement Area
- Denotes Proposed Transmission Centerline
- Denotes Found Section Monument
- Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009A 1 OF 2  
Pollatch Lake States Timberlands, LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS

		GREAT RIVER ENERGY™	
		WORK ORDER 32471	SE 1/4 of NW 1/4 Sec. 15, Twp. 133N., Rng. 29W. Crow Wing County, MN
REVISIONS	DATE	EXHIBIT B	Drawn By: MBN
	12/17/09		DWG. NO. CW-SS-009



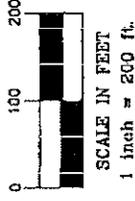
PID NO: 0201524600000009

SE 1/4 of NW 1/4  
Sec. 15, Twp. 133, Rng. 29

SOUTHEAST CORNER, SE 1/4 NW 1/4  
POINT OF COMMENCEMENT

# EXHIBIT B

Easement No. CW-SS-009A (2 of 2)



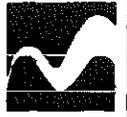
## LEGEND

-  Denotes Grantor's Property Lines
-  Denotes Easement Area
-  Denotes Proposed Transmission Centerline
-  Denotes Found Section Monument
-  Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009A 2 OF 2

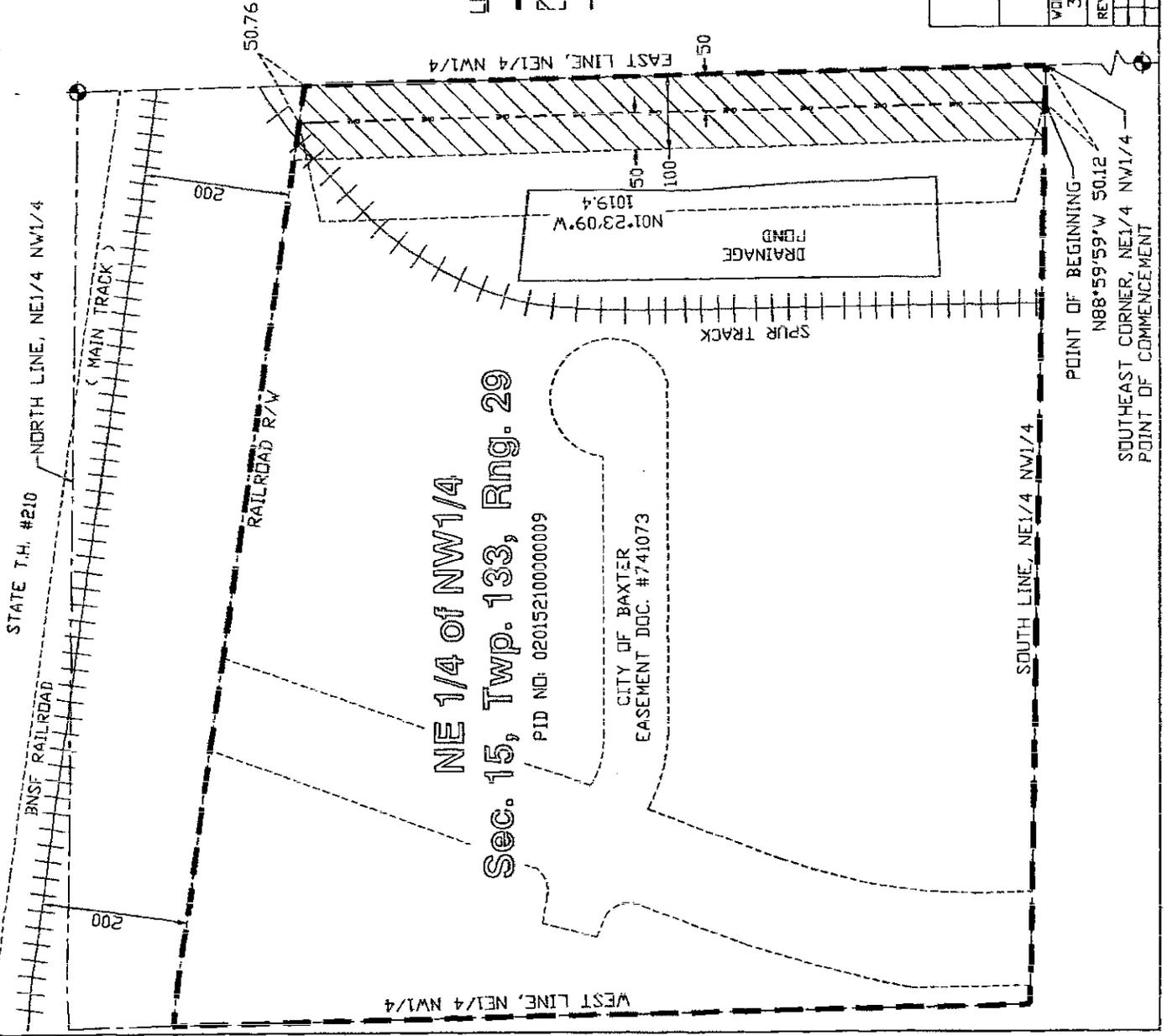
Pollatch Lake States Timberlands, LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS



GREAT RIVER ENERGY™

WORK ORDER  
32471  
NE 1/4 of NW 1/4  
Sec. 15, Twp. 133N., Rng. 29W.  
Craw Wing County, MN

REVISIONS  
DATE  
12/17/09  
EXHIBIT B  
Drawn By: MBN  
DWG. NO. CW-SS-009



#20

**CURRENT TAX CERTIFICATION**  
 REQUIRED  NOT REQUIRED  
**CERTIFICATE OF REAL ESTATE VALUE**  
 FILED  NOT REQUIRED  
**NO DELINQUENT TAXES-TRANSFER ENTERED**  
 DATE May 12, 20 10  
Dorothy Erickson BY HW  
 CROW WING COUNTY AUDITOR  
 TRANSFER # 1002799-1002801  
 RE CODE: 1002803, 1002804  
1002806, 1002807  
1002809, 1002811  
1002817- 1002821

Office of County Recorder }  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 12 day of MAY  
 A.D. 2010 at 5 o'clock PM  
 and was duly recorded as Doc. No. 0780497  
Dorothy Erickson County Recorder  
 By Dorothy Erickson Deputy

**EASEMENT**

EASEMENT NO #: CW-SS-009

KNOW ALL PERSONS BY THESE PRESENTS, that Potlatch TRS Minnesota, LLC, a limited liability  
company under the laws of the State of Delaware "Grantor",  
 whether one or more, whose post office address is: 105 Arch St. Cloquet, MN 55720,  
 in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is  
 hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its  
 post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the  
 right to enter upon the following described real property (the "easement area") in Crow Wing County, Minnesota situated  
 in:

a  
a  
a

Section 15, 22, 23, Township 133, Range 29

more particularly described on attached **Exhibits A and B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or  
 highways abutting said lands, an electric transmission line or system, consisting of single pole, guy wires &  
anchors structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by  
 any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of  
 aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications,  
 including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining  
 the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the  
 performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or  
 distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner,  
 eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all  
 other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come  
 within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or  
 any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval  
 of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary,  
 except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any  
 act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this 28 day of April, 2010.

GRANTOR

[Signature]  
By: Basic Land Manager  
It's: \_\_\_\_\_

By: \_\_\_\_\_

It's: \_\_\_\_\_

STATE OF Minnesota  
COUNTY OF Cotton

The foregoing instrument was acknowledged before me this 28 day of April, 2010 by  
[Signature] Shawn Surrarberg Sr Land Manager of  
(NAME/TITLE)

Pottlatch TRS Minnesota, LLC, a limited liability company under the laws of the State of Delaware.  
(Name of Corporation Acknowledging) (State of Incorporation)

[Signature] (Notary)



RETURN TO

Drafted By: Great River Energy  
Land Rights Department  
12300 Elm Creek Blvd  
Maple Grove, MN 55369  
(763) 445-5000  
(To be returned to same after recording.)

# EXHIBIT A

Easement No. CW--SS--009 (1 of 6)

## GRANTOR'S PROPERTY

- ④ The Northeast Quarter of the Southeast Quarter, Section 23, Township 133, Range 29  
AND
- ④ The Northwest Quarter of the Southeast Quarter, Section 23, Township 133, Range 29  
AND
- ④ Government Lot 1 (SWSE), Section 23, Township 133, Range 29  
AND
- ④ Government Lot 2 (SESE), Section 23, Township 133, Range 29,  
All in Crow Wing County, Minnesota.

02023410000009 04  
 02023420000009 04  
 02023430100000 09 04  
 02023440200000 09 04

## EASEMENT PREMISES

A 100 foot wide strip of land lying within the Northeast Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, Government Lot 1 and also within Government Lot 2 of Section 23, Township 133 North, Range 29 West, the center line of said 100 foot wide strip of land being described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter, Section 23, Township 133 North, Range 29 West; thence South 00 degrees 43 minutes 27 seconds East, on an assumed bearing, along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 1189.18 feet to the point of beginning of the center line to be described; thence North 83 degrees 06 minutes 33 seconds West 210.99 feet; thence South 81 degrees 39 minutes 20 seconds West 810.46 feet; thence North 88 degrees 41 minutes 30 seconds West 1602.68 feet to a point on the west line of the Northwest Quarter of the Southeast Quarter, Section 23, Township 133 North, Range 29 West, said point being 19.70 feet northerly of the southwest corner of said Northwest Quarter of the Southeast Quarter, as measured along said west line, and said center line there terminating.

The sidelines of the above described 100 foot wide strip of land are to be shortened or extended to meet at angle points and so as to begin and terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County  
 all in Crow Wing County, Minnesota.

The above described easement contains 6.024 acres.

CW-SS-009 1 OF 6 Potlatch TRS Minnesota LLC		J:\PROJECTS\2009\90-073\TRANSMISSION\DWG\EXHIBITS	
GREAT RIVER ENERGY™			
WORK ORDER 32471	SE 1/4	Sec. 23, Twp. 133N., Rng. 29W. Crow Wing County, MN	
REVISIONS	DATE	EXHIBIT A	DWG. NO. CV-SS-009
	12/17/09		Drawn By: HBN

# EXHIBIT A

Easement No. CW-SS-009 (2 of 6)

The Northeast Quarter of the Southwest Quarter, Section 23,  
Township 133, Range 29, Crow Wing County, Minnesota.

02023310000009 dt

## GRANTOR'S PROPERTY

## EASEMENT PREMISES

All that portion of a 100 foot wide strip of land which lies within the Northeast Quarter of the Southwest Quarter, Section 23, Township 133 North, Range 29 West, the center line of said 100 foot wide strip of land being described as follows:

Commencing at the northwest corner of the Northeast Quarter of the Southwest Quarter, Section 23, Township 133 North, Range 29 West; thence South 00 degrees 58 minutes 57 seconds East, on an assumed bearing, along the west line of said Northeast Quarter of the Southwest Quarter, a distance of 1294.47 feet to the point of beginning of the center line to be described; thence South 88 degrees 41 minutes 30 seconds East 1324.94 feet to a point on the east line of the Northeast Quarter of the Southwest Quarter, Section 23, Township 133 North, Range 29 West, said point being 19.70 feet northerly of the southeast corner of said Northeast Quarter of the Southwest Quarter, as measured along said east line, and said center line there terminating.

The northerly sideline of the above described 100 foot wide strip of land is to be shortened and/or extended to terminate at the east and west lines of said Northeast Quarter of the Southwest Quarter.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

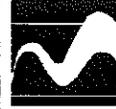
The above described easement contains 2.178 acres.

CW-SS-009 2 OF 6

Pollatch TRS Minnesota LLC

J:\PROJECTS\2009\90-073\TRANSMISSION\DWG\EXHIBITS

GREAT RIVER ENERGY™



WORK ORDER  
32471  
NE 1/4 of SW 1/4  
Sec. 23, Twp. 133N., Rng. 29W.  
Crow Wing County, MN

REVISIONS  
DATE  
12/17/09

EXHIBIT A

Drawn By: MBK  
DWG. NO. CW-SS-009

# EXHIBIT A

Easement No. CW-SS-009 (3 of 6)

## GRANTOR'S PROPERTY

ⓐ The North Half of the Northeast Quarter of the Southeast Quarter, Section 22, Township 133, Range 29 02022410000009PT

AND

ⓐ The North Half of the Northwest Quarter of the Southeast Quarter, Section 22, Township 133, Range 29 02022420000009PT

All in Crow Wing County, Minnesota.

## EASEMENT PREMISES

All that portion of a 100 foot wide strip of land which lies within the North Half of the Northeast Quarter of the Southeast Quarter and also within the North Half of the Northwest Quarter of the Southeast Quarter of Section 22, Township 133 North, Range 29 West, the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the northeast corner of the Northwest Quarter of the Southeast Quarter of Section 22, Township 133 North, Range 29 West; thence North 89 degrees 00 minutes 18 seconds West, on an assumed bearing, along the north line of said Northwest Quarter of the Southeast Quarter, a distance of 107.0 feet to the point of beginning of the centerline to be described; thence South 01 degrees 19 minutes 45 seconds West 663.2 feet to a point, said point being designated as Point A; thence South 88 degrees 51 minutes 01 seconds East 1418.5 feet to a point on the east line of the Northeast Quarter of the Southeast Quarter, Section 22, Township 133 North, Range 29 West, said point being designated as Point B, said point being 668.5 feet southerly of the northeast corner of said Northeast Quarter of the Southeast Quarter, as measured along said east line, and said centerline there terminating.

## TOGETHER WITH

For anchor purposes, a 30 foot wide strip of land, the centerline of which being described as follows:

1. From Point A; thence North 88 degrees 51 minutes 01 seconds West 70.0 feet and said centerline there terminating,
2. From Point B; thence North 05 degrees 12 minutes 50 seconds West 70.0 feet and said centerline there terminating.

The sidelines of the above described 100 foot and 30 foot wide strips of land are to be shortened or extended to meet at angle points and so as to begin and terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

The above described easement contains 2.920 acres.

CW-SS-009 3 OF 6

Follath TRS Minnesota LLC

J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS

GREAT RIVER ENERGY™

WORK ORDER  
32471

Part of the SE 1/4  
Sec. 22, Twp. 133N., Rng. 29W.  
Crow Wing County, MN

REVISIONS

DATE

1/13/10

EXHIBIT B

Drawn By: MBN  
DWG. NO. CW-SS-009



# EXHIBIT A

Easement No. CW-SS-009 (4 of 6)

## GRANTOR'S PROPERTY

- 1 The Northwest Quarter of the Northeast Quarter, Section 22, Township 133, Range 29 020221200000009 Pt
- AND
- 1 The Southwest Quarter of the Northeast Quarter, Section 22, Township 133, Range 29 020221300000009 Pt
- AND
- 1 The Northeast Quarter of the Northwest Quarter, Section 22, Township 133, Range 29 020222100000009 Pt
- AND
- 1 The Southeast Quarter of the Northwest Quarter, Section 22, Township 133, Range 29 020222400000009 Pt
- All in Crow Wing County, Minnesota.

## EASEMENT PREMISES

A 100 foot wide strip of land which lies within the Southwest Quarter of the Northeast Quarter and also within the Northwest Quarter of the Northeast Quarter of Section 22, Township 133 North, Range 29 West, the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the southeast corner of the Southwest Quarter of the Northeast Quarter of Section 22, Township 133 North, Range 29 West; thence North 89 degrees 00 minutes 18 seconds West, on an assumed bearing, along the south line of said Southwest Quarter of the Northeast Quarter, a distance of 107.0 feet to the point of beginning of the centerline to be described; thence North 01 degrees 19 minutes 45 seconds East a distance of 2596.5 feet to a point, designated as Point A, said point being 81.6 feet westerly of the east line of the Northwest Quarter of the Northeast Quarter of Section 22, Township 133 North, Range 29 West, and said centerline there terminating. The sidelines of the above described 100 foot wide strip of land are to be shortened or extended to begin at the south line of said Southwest Quarter of the Northeast Quarter and terminate at the southerly right of way line of Mapleton Road.

## TOGETHER WITH

A strip of land which lies within the Northwest Quarter of the Northeast Quarter and also within the Northeast Quarter of the Northwest Quarter of Section 22, Township 133 North, Range 29 West, lying 35 feet on each side of the following described centerline:

Beginning at the above referenced Point A; thence North 83 degrees 46 minutes 36 seconds West a distance of 1267.1 feet to a point designated as Point B; thence North 01 degrees 23 minutes 09 seconds West 52.0 feet to a point on the north line of the Northeast Quarter of the Northwest Quarter, Section 22, Township 133 North, Range 29 West, said point being 50.0 feet westerly of the northeast corner of said Northeast Quarter of the Northwest Quarter, as measured along said north line, and said centerline there terminating.

The sidelines of the above described strip of land are to be shortened or extended to meet at angle points.

## AND ALSO

For anchor purposes, a 30 foot wide strip of land, the centerline of which being described as follows:

1. From Point A; thence South 88 degrees 46 minutes 36 seconds East 70.0 feet and said centerline there terminating.
2. From Point B; thence North 88 degrees 46 minutes 36 seconds West 70.0 feet and said centerline there terminating.
3. From Point B; thence South 01 degrees 23 minutes 09 seconds East 70.0 feet and said centerline there terminating.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

Subject to road right of way

all in Crow Wing County, Minnesota.

The above described easement contains 7.611 acres.

CW-SS-009 4 OF 6		Petitatch TRS Minnesota LLC	
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS		GREAT RIVER ENERGY™	
WORK ORDER	32471	Part of the North 1/2	
REVISIONS		Sec. 22, Twp. 133N., Rng. 29W.	
		Crow Wing County, MN	
		DATE	12/18/09
		EXHIBIT B	EXHIBIT B
		Drawn By: MBN	PWG. ND. CV-SS-005

# EXHIBIT A

Easement No. CW-SS-009 (5 of 6)

## GRANOR'S PROPERTY

2 The Northeast Quarter of the Southwest Quarter, Section 15, Township 133, Range 29 0201531000000009 P4

AND

2 The Southeast Quarter of the Southwest Quarter, Section 15, Township 133, Range 29 0201534000000009 P4

All in Crow Wing County, Minnesota.

## EASEMENT PREMISES

All that portion of a 100 foot wide strip of land which lies within the Southeast Quarter of the Southwest Quarter and also within the Northeast Quarter of the Southwest Quarter of Section 15, Township 133 North, Range 29 West, the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Southwest Quarter of Section 15, Township 133 North, Range 29 West; thence North 88 degrees 45 minutes 38 seconds West, on an assumed bearing, along the south line of said Southeast Quarter of the Southwest Quarter, a distance of 50.0 feet to the point of beginning of the centerline to be described; thence North 01 degrees 23 minutes 09 seconds West 2646.3 feet to a point on the north line of the Northeast Quarter of the Southwest Quarter, Section 15, Township 133 North, Range 29 West, said point being 50.2 feet westerly of the northeast corner of said Northeast Quarter of the Southwest Quarter, as measured along said north line, and said centerline there terminating.

The sidelines of the above described 100 foot wide strip of land are to be shortened or extended so as to begin and terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

Subject to road right of way

all in Crow Wing County, Minnesota.

The above described easement contains 6.000 acres.

CW-SS-009 5 OF 6  
Plotatch TRS Minnesota LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS

GREAT RIVER ENERGY\*

WORK ORDER  
32471  
REVISIONS

Part of the SW 1/4  
Sec. 15, Twp. 133N., Rng. 29W,  
Crow Wing County, MN

DATE

12/17/09

EXHIBIT B

Drawn by: HBN

DWG. NO. CV-SS-009



# EXHIBIT A

Easement No. CW-SS-009 (6 of 6)

## GRANTOR'S PROPERTY

The South Half of the Southeast Quarter of the Northwest Quarter (S1/2 of SE1/4 of NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota.

020152400A00009 PT

## EASEMENT PREMISES

A 100 foot wide strip of land lying within the South Half of the Southeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West; the centerline of said 100 foot wide strip of land being described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West; thence North 88 degrees 55 minutes 12 seconds West, on an assumed bearing, along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 50.2 feet to the point of beginning of the centerline to be described; thence North 01 degrees 23 minutes 09 seconds West 661.6 feet to a point on the north line of the South Half of the Southeast Quarter of the Northwest Quarter, Section 15, Township 133 North, Range 29 West, said point being 50.1 feet westerly of the northeast corner of said South Half of the Southeast Quarter of the Northwest Quarter, as measured along said north line, and said centerline there terminating.

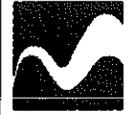
The sidelines of the above described 100 foot wide strip of land are to be shortened or extended to terminate at the property lines.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

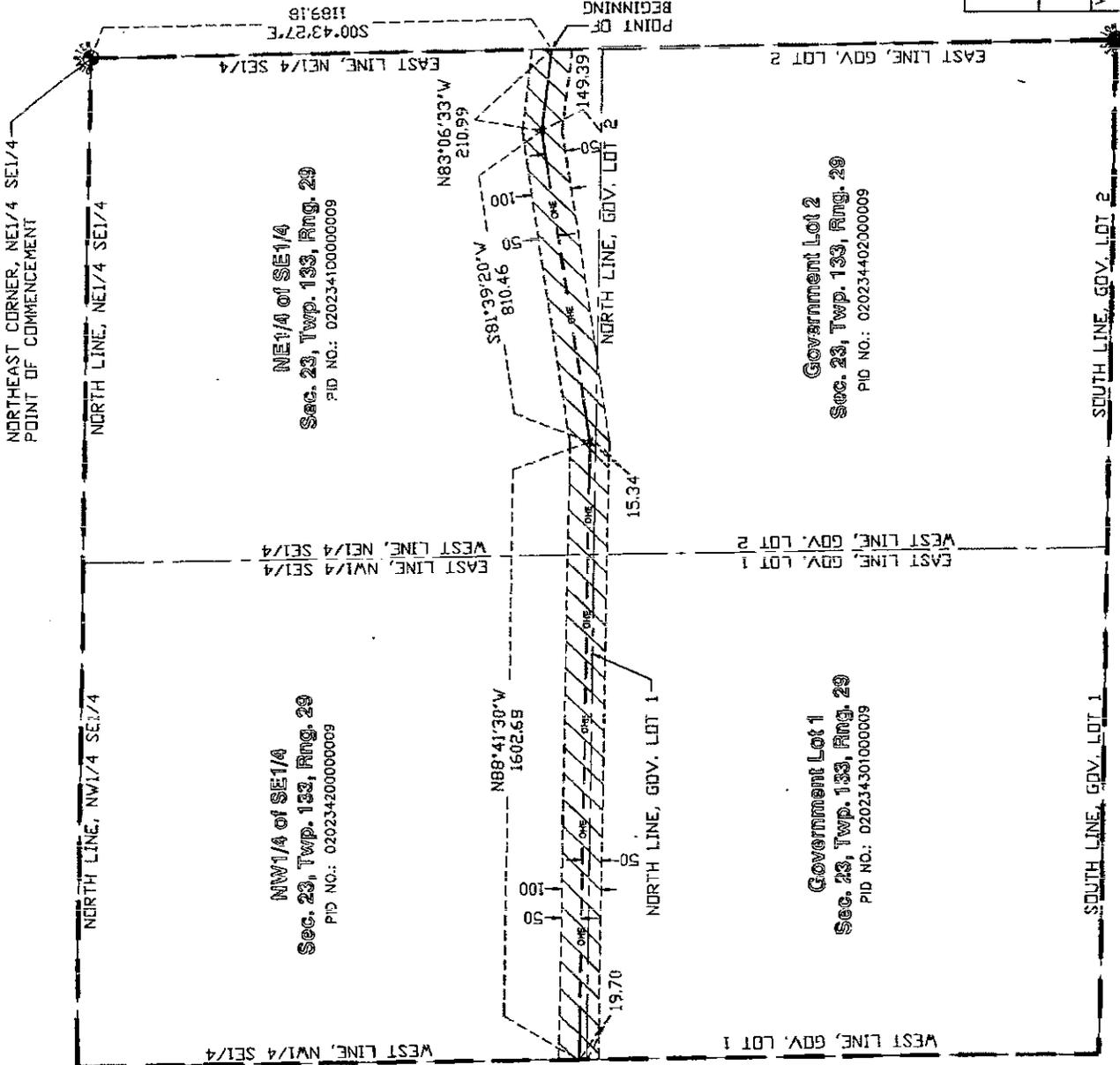
The above described easement contains 1.519 acres.

CW-SS-009 6 OF 6 Potlatch TRS Minnesota LLC J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS	
GREAT RIVER ENERGY™	
WORK ORDER 32471	SE 1/4 of NW 1/4 Sec. 15, Twp. 133N., Rng. 29W. Crow Wing County, MN
REVISIONS	DATE 12/17/09
	EXHIBIT # DWC. NO. CW-SS-009
	Drawn By: MBN



# EXHIBIT B

Easement No. CW-SS-009 (1 of 6)



**NW1/4 of SE1/4**  
**Sec. 23, Twp. 133, Rng. 29**  
 PID NO.: 020234200000009

**NE1/4 of SE1/4**  
**Sec. 23, Twp. 133, Rng. 29**  
 PID NO.: 020234100000009

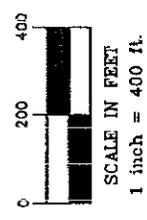
**Government Lot 1**  
**Sec. 23, Twp. 133, Rng. 29**  
 PID NO.: 020234301000009

**Government Lot 2**  
**Sec. 23, Twp. 133, Rng. 29**  
 PID NO.: 020234402000009

### LEGEND

- Denotes Grantor's Property Lines
- Denotes Easement Area
- Denotes Proposed Transmission Centerline
- Denotes Found Section Monument
- Denotes Found Right of Way Monument

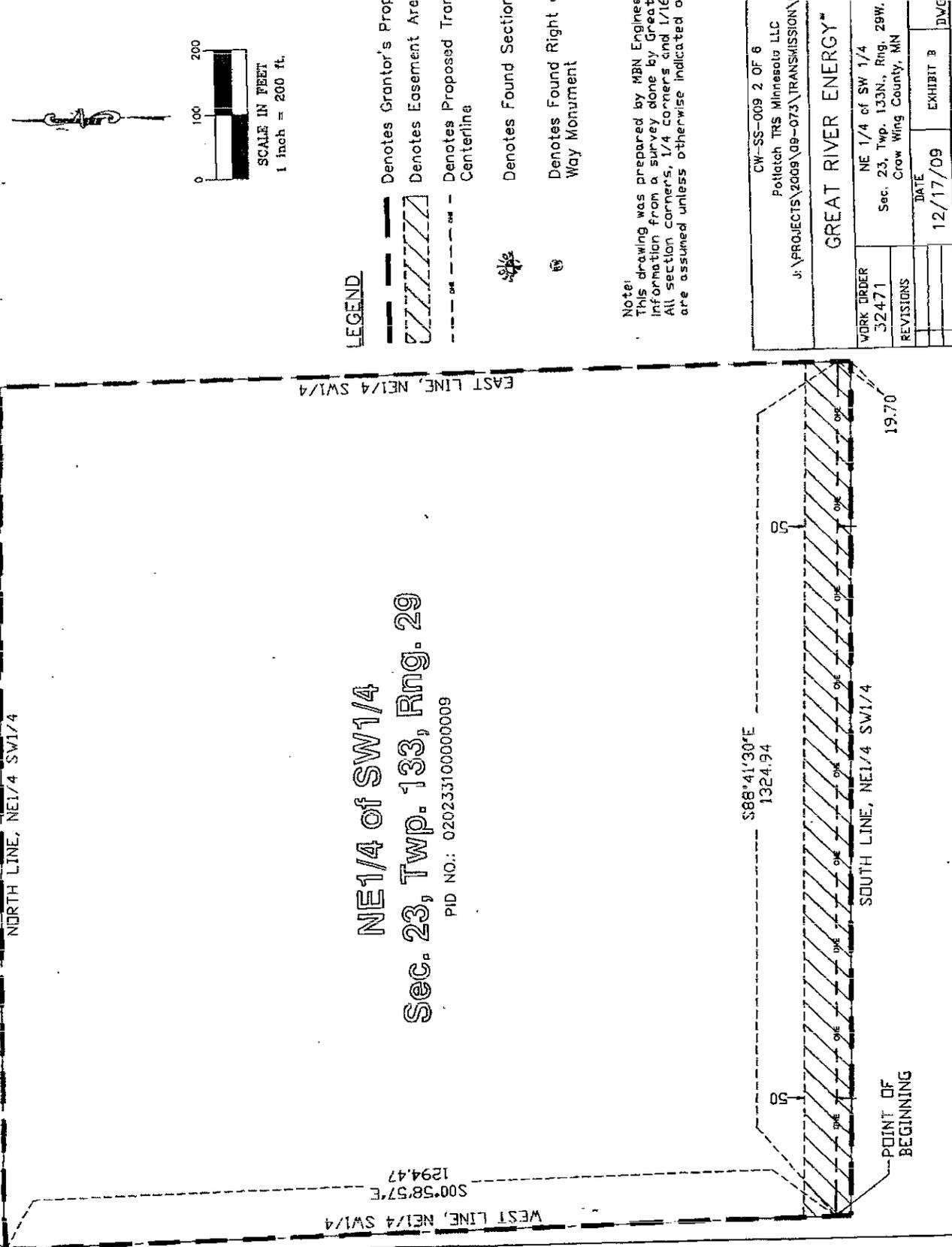
**Note:**  
 This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.



CW-SS-009 1 OF 6 Fotioch TRS Minnesota LLC J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS	
GREAT RIVER ENERGY™ SE 1/4 Sec. 23, Twp. 133N., Rng. 29W. Crow Wing County, MN	Drawn By: MBN
WORK ORDER 32471	DATE 12/17/09
REVISIONS	EXHIBIT B
DATE	DWG. NO. CW-SS-009

# EXHIBIT B

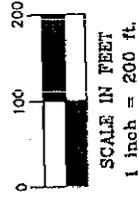
Easement No. CW-SS-009 (2 of 6)



## LEGEND

-  Denotes Grantor's Property Lines
-  Denotes Easement Area
-  Denotes Proposed Transmission Centerline
-  Denotes Found Section Monument
-  Denotes Found Right of Way Monument

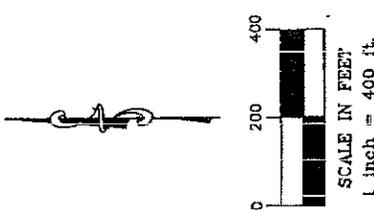
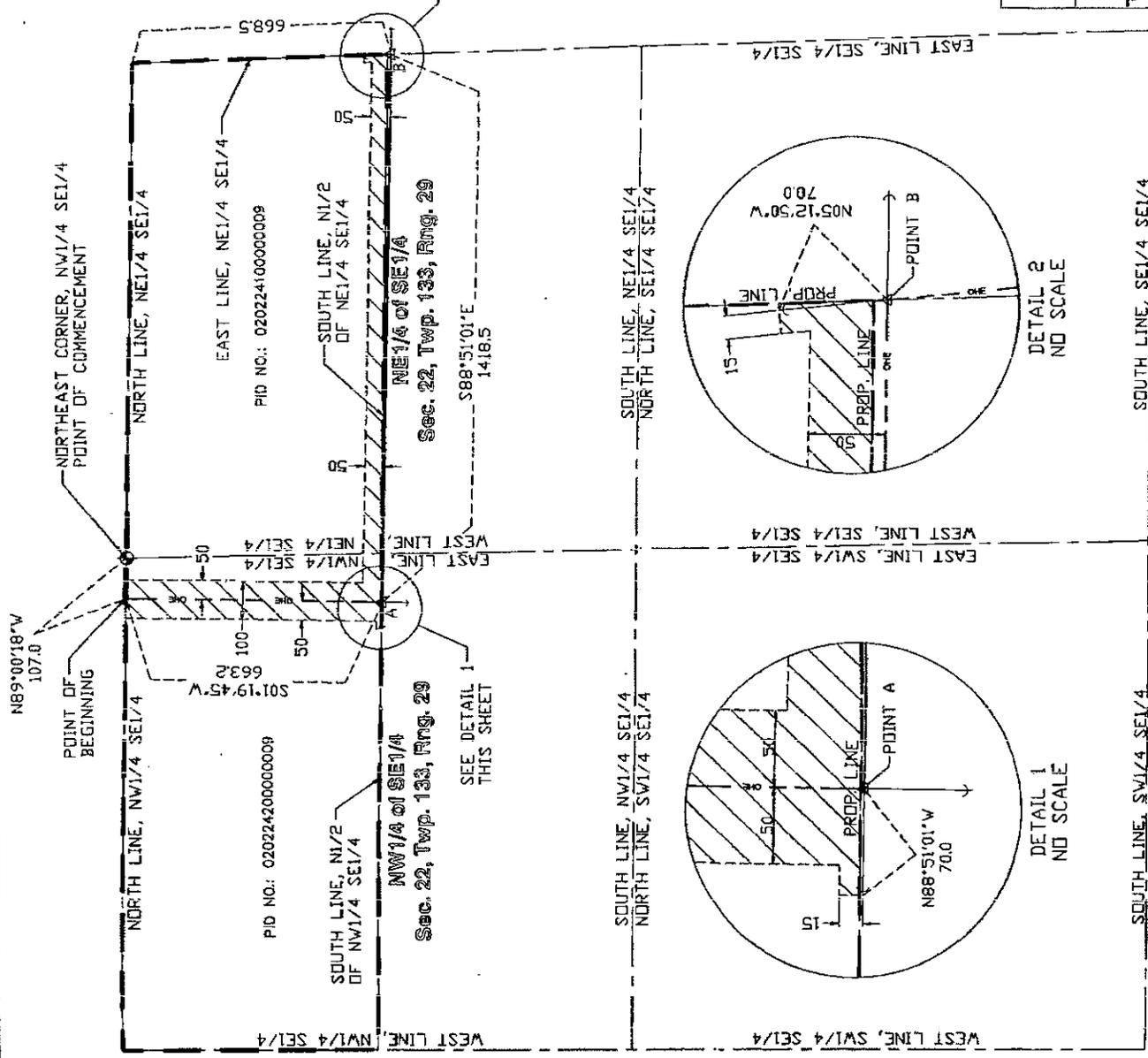
Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.



CW-SS-009 2 OF 6		Pottatch TRS Minnesota LLC	
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS		GREAT RIVER ENERGY™	
WORK ORDER	NE 1/4 of SW 1/4	DATE	12/17/09
32471	Sec. 23, Twp. 133N., Rng. 29W.	EXHIBIT B	EXHIBIT B
REVISIONS	Grow Wing County, MN	Drawn By:	MBN
		DWG. NO.	CW-SS-009

# EXHIBIT B

Easement No. CW-SS-009 (3 of 6)



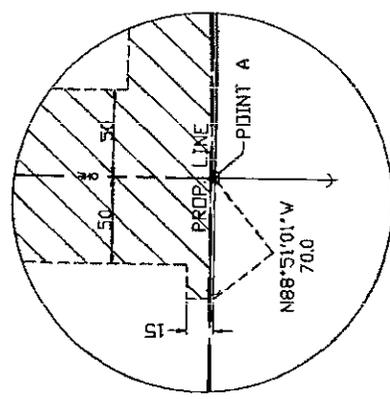
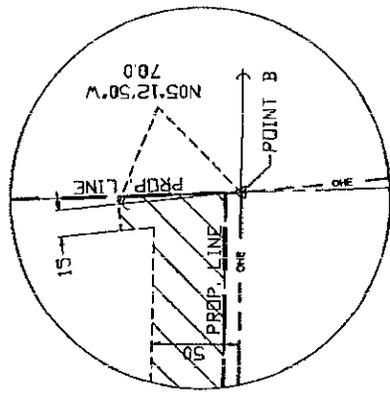
SEE DETAIL 2  
THIS SHEET

SEE DETAIL 1  
THIS SHEET

- Denotes Grantor's Property Lines
- Denotes Easement Area
- Denotes Proposed Transmission Centerline
- Denotes Found Section Monument
- Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009 3 OF 6 Potlatch TRS Minnesota LLC J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS	
<b>GREAT RIVER ENERGY™</b>	
WORK ORDER 32471	Part of the SE 1/4 Sec. 22, Twp. 133N., Rng. 29W. Crow Wing County, MN
REVISIONS	DATE 1/13/10
EXHIBIT B	DWG. NO. CW-SS-009

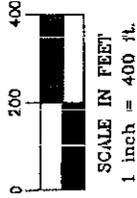
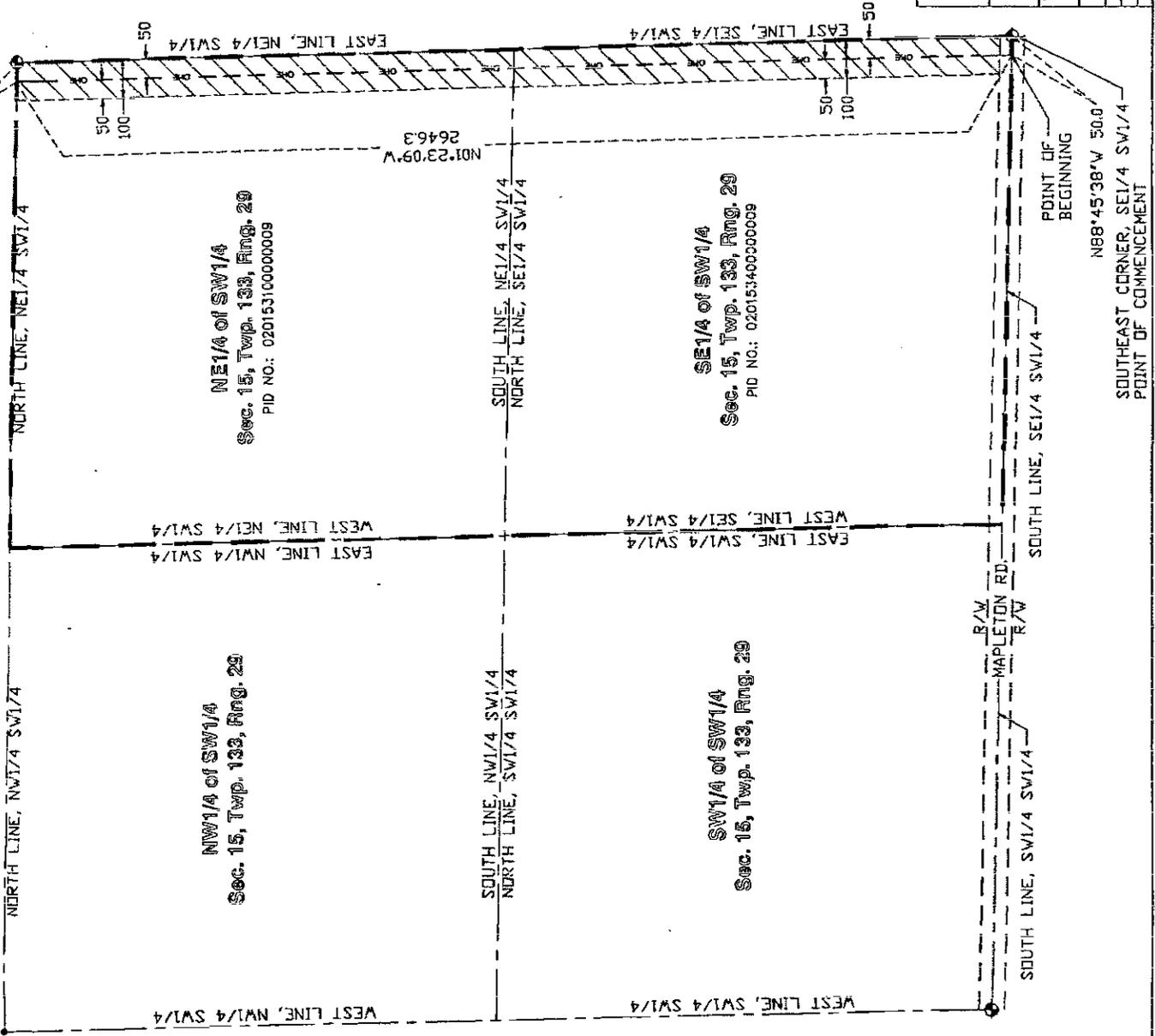


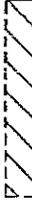
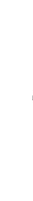


# EXHIBIT B

Easement No. CW-SS-009 (5 of 6)

CALC. FROM COUNTY CORNRS.



-  Denotes Grantor's Property Lines
-  Denotes Easement Area
-  Denotes Proposed Transmission Centerline
-  Denotes Found Section Monument
-  Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009 5 OF 6  
Potlatch TRS Minnesota LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS



GREAT RIVER ENERGY

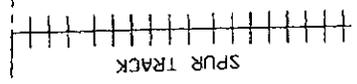
WORK ORDER  
32471  
Part of the SW 1/4  
Sec. 15, Twp. 133N., Rng. 29W.  
Crow Wing County, MN

REVISIONS  
DATE  
12/17/09  
EXHIBIT B  
Drawn By: MBN  
DWG. NO. CW-SS-009

# EXHIBIT B

Easement No. CW-SS-009 (6 of 6)

NORTH LINE, SE1/4 NW1/4



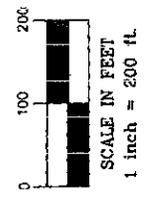
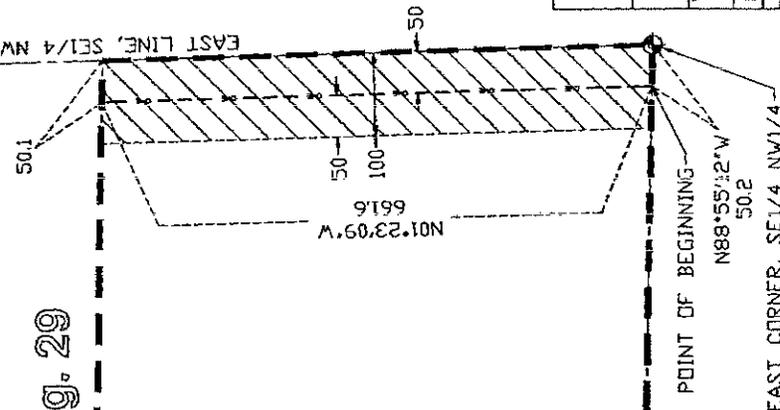
SE 1/4 of NW1/4  
Sec. 15, Twp. 133, Rng. 29

NORTH LINE, 1/2 SE1/4 NW1/4

PID NO: 020152400A00009

WEST LINE, SE1/4 NW1/4

EAST LINE, SE1/4 NW1/4



## LEGEND

- Denotes Grantor's Property Lines
- Denotes Easement Area
- Denotes Proposed Transmission Centerline
- Denotes Found Section Monument
- Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009 6 OF 6  
Pollatch TRS Minnesota LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS



GREAT RIVER ENERGY™

WORK ORDER 32471	SE 1/4 of NW 1/4 Sec. 15, Twp. 133N., Rng. 29W. Crow Wing County, MN
REVISIONS	
DATE	12/17/09
Drawn By: MBN	EXHIBIT B
DWG. NO. CW-SS-009	

#20

CURRENT TAX CERTIFICATION  
 ( ) REQUIRED  NOT REQUIRED  
 CERTIFICATE OF REAL ESTATE VALUE  
 ( ) FILED  NOT REQUIRED  
 NO DELINQUENT TAXES TRANSFER ENTERED  
 DATE August 24, 2011  
 LAUREEN E. BORDEN BY [Signature]  
 CROW WING COUNTY AUDITOR/TREASURER  
 TRANSFER # 1195589  
 RE CODE: 020152100000009PT

Office of County Recorder }  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 24 day of Aug  
 A.D. 2011 at 3 o'clock P. M.  
 and was duly recorded as Doc. No. 0800461  
[Signature] County Recorder  
[Signature] Deputy

EASEMENT

EASEMENT NO #: CW-SS-009B

KNOW ALL PERSONS BY THESE PRESENTS, that Potlatch Lake States Timberlands, LLC, a limited liability company under the laws of the State of Delaware "Grantor",  
 whether one or more, whose post office address is: 105 Arch St. Cloquet, MN 55720  
 in consideration of one dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, ("Grantee"), its post office address being 12300 Elm Creek Blvd, Maple Grove, MN 55369-4718, and to its successors and assigns, the right to enter upon the following described real property (the "easement area") in Crow Wing County, Minnesota situated in:

Section 15, Township 133, Range 29.

more particularly described on attached **Exhibits A and B**

for the following purposes:

To construct, reconstruct, relocate, operate, repair and maintain on the easement area, and in or upon all streets, roads or highways abutting said lands, an electric transmission line or system, consisting of single pole, guy wires & anchors structures and appurtenances, and telecommunications facilities, including fiber optic cable.

To permit or otherwise agree to the joint use or occupancy of the transmission line or system and the easement area by any other person(s) or entity(ies) for the construction, reconstruction, relocation, operation, maintenance and repair of aboveground or underground facilities for the transmission or distribution of electric energy and telecommunications, including fiber optic cable.

Together with the right of reasonable ingress to and egress from the easement area over and across the lands adjoining the easement, the right to occupy and use that part of the lands adjoining the easement area necessary for the performance of the construction, reconstruction, maintenance, relocation and repair of the electric transmission or distribution line or system or communication facilities, the right from time to time to cut down, trim, or, in any manner, eliminate all trees, shrubbery or brush located within the easement area and the right to cut down from time to time all other dead, weak, leaning or dangerous trees located on lands adjoining said easement area that are tall enough to come within 5 feet of striking any part of said transmission line or system in falling. Election by Grantee to not exercise all or any part of its rights at any time shall not constitute forfeiture of any such rights.

Grantor reserves the right to cultivate, use and occupy said easement area, except, that without the prior written approval of Grantee, Grantor shall not erect thereon any structures or other objects or improvements, permanent or temporary, except fences, streets, roads, and underground improvements, such as utilities. Grantor further agrees not to perform any act which will interfere with or endanger said transmission line.

Grantee agrees to pay Grantor for this easement prior to the construction of said line or system on the easement area.

Further, Grantee agrees to pay a reasonable sum for any damage caused to crops, fences, roads, fields, lawns or other improvements by the construction, reconstruction, relocation, operation, maintenance, or repair of said line, system, or communication facilities.

All facilities installed and placed by Grantee or its permittee(s) on said lands shall remain the property of Grantee or its permittee(s), removable at the option of Grantee or its permittee(s).

This Easement has been duly executed by Grantor on this 15 day of August, 2011.

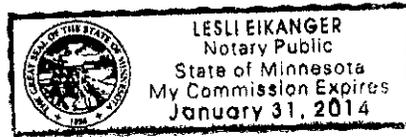
GRANTOR

  
By: Shawn Sunnarborg  
Shawn K. Sunnarborg  
It's: Sr. Land Manager

STATE OF MINNESOTA  
COUNTY OF CARLTON

The foregoing instrument was acknowledged before me this 15 day of August, 2011 by Shawn Sunnarborg, Sr. Land Manager of Pottlatch Lake States Timberlands, LLC, a limited liability company under the laws of the State of Delaware.

 (Notary)



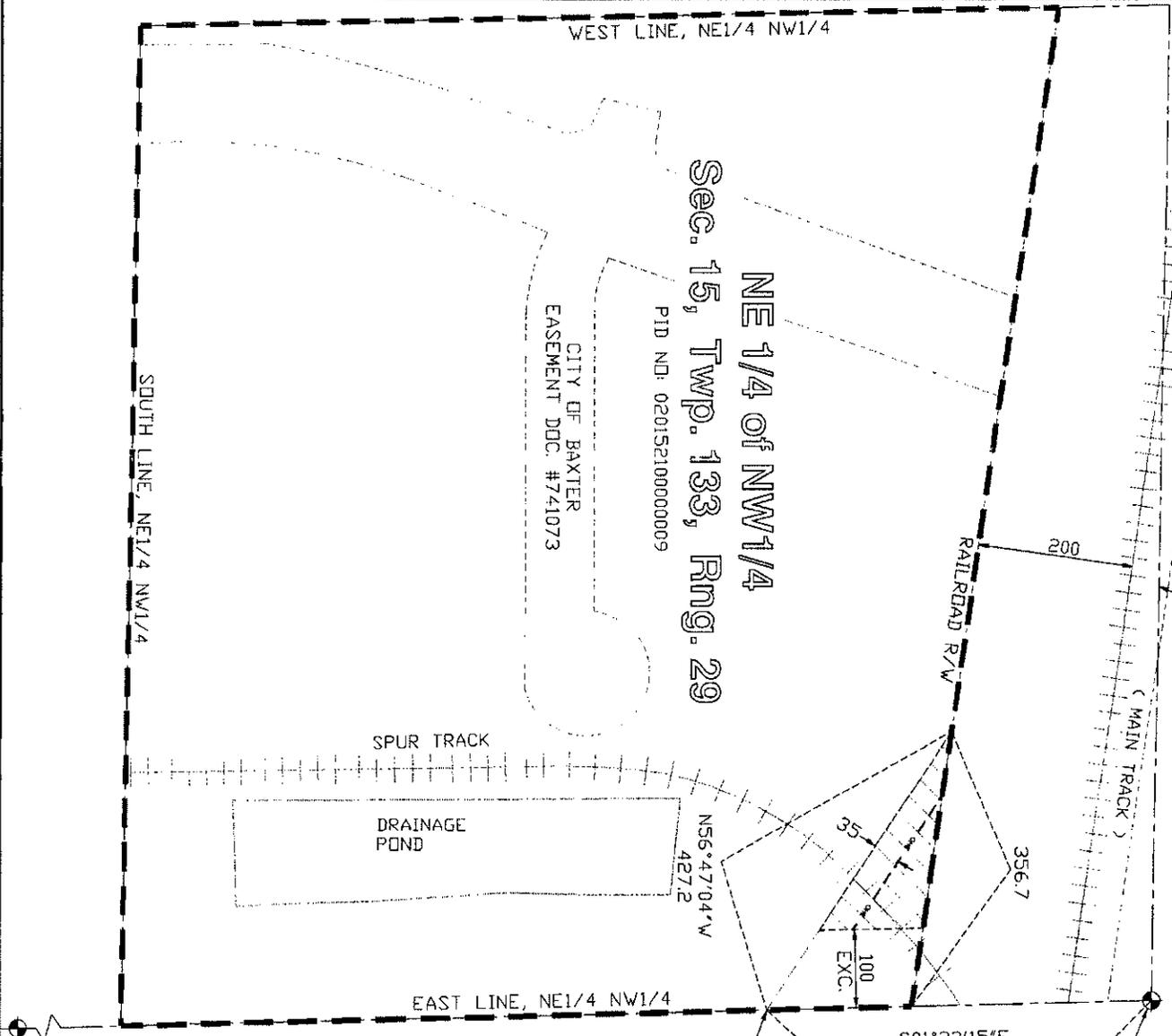
Drafted By: Great River Energy  
Land Rights Department  
12300 Elm Creek Blvd  
Maple Grove, MN 55369  
(763) 445-5000

RETURN TO

(To be returned to same after recording.)

# EXHIBIT B

Easement No. CW-SS-009B (1 of 1)



## LEGEND

-  Denotes Grantor's Property Lines
-  Denotes Easement Area
-  Denotes Proposed Transmission Centerline
-  Denotes Found Section Monument
-  Denotes Found Right of Way Monument

Note:  
This drawing was prepared by MBN Engineering using information from a survey done by Great River Energy. All section corners, 1/4 corners and 1/16 corners are assumed unless otherwise indicated on drawing.

CW-SS-009B 1 OF 1  
Poliatch Lake States Timberlands, LLC  
J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS

**GREAT RIVER ENERGY™**



WORK ORDER	32471	NE 1/4 of NW 1/4	Drawn By: MBN DATE: 4/15/11 EXHIBIT B DWG. NO. CW-SS-009
REVISIONS		Sec. 15, Twp. 133N, Rng. 29W, Crow Wing County, MN	

**EXHIBIT A**  
Easement No. CW-SS-009B (1 of 1)

GRANTOR'S PROPERTY

The Northeast Quarter of the Northwest Quarter, Section 15, Township 133 North, Range 29 West, Crow Wing County, Minnesota, EXCEPT railroad right of way.

Subject to an easement of record granted to the City of Baxter on Document #741073.

EASEMENT PREMISES

All that part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West, lying southerly of the Burlington Northern Railroad right of way and northerly of the following described line:

Commencing at the northeast corner of the Northeast Quarter of the Northwest Quarter of Section 15, Township 133 North, Range 29 West; thence South 01 degree 23 minutes 15 seconds East, on an assumed bearing, along the east line of said Northeast Quarter of the Northwest Quarter a distance of 493.4 feet to the point of beginning of the line to be described; thence North 56 degrees 47 minutes 04 seconds West 427.2 feet to a point on the southerly right of way line of the Burlington Northern Railroad, said point being 356.7 feet westerly of the east line of said Northeast Quarter of the Northwest Quarter, as measured along said southerly right of way line, and said line there terminating.

EXCEPTING THEREFROM the easterly 100 feet of the above described Easement Premises.

Excepting minerals and mining reservations of record, subject to easements and restrictions and zoning regulations, all of record in Crow Wing County

all in Crow Wing County, Minnesota.

The above described easement contains 0.378 acres.

CW-SS-009B 1 OF 1 Potlatch Lake States Timberlands, LLC J:\PROJECTS\2009\09-073\TRANSMISSION\DWG\EXHIBITS		GREAT RIVER ENERGY™	
WORK ORDER 32471	N/E 1/4 of NW 1/4 Sec. 15, Twp. 133N., Rng. 29W. Crow Wing County, MN	DATE 4/15/11	EXHIBIT B
REVISIONS	Drawn By: MBN		
DWG. NO. CW-SS-009			

#21

Office of County Recorder  
County of Crow Wing, MN }

46-D  
City WK

I hereby certify that the within instrument was filed  
in this office for record on the 22 day of Feb  
A.D. 2012 at 9:19 o'clock AM  
and was duly recorded as Doc. No. 0808358

[Signature]  
By Gerald Albertson County Recorder  
Deputy

**CITY OF BAXTER  
CONDITIONAL USE PERMIT (CUP)  
APPROVAL**

On this 17<sup>th</sup> day of **January, 2012**, at the regular meeting of the Baxter City Council, following the report made by the Baxter Planning & Zoning Commission, subsequent to a public hearing conducted and findings made at the **January 10, 2012** meeting of said Planning & Zoning Commission, pursuant Section 10-7-3 of the Baxter zoning code, the said Baxter City Council hereby approves a **conditional use permit (CUP)** in behalf of:

**Potlatch/Brock White Companies LLC  
RE CODE: 020152100000009  
3855 Independence Rd.  
Baxter, MN 56425**

in accordance with the provisions of Section 10-7-7 of the Baxter zoning code and pursuant to the requirements of Chapter 462.3595, Minnesota Statutes.

The approved **CUP** authorizes the above named to: **have outside display and storage of items relating to the Brock White Company.**

And subject to the following conditions:

1. The past approved landscaping plan is maintained (replace all dead plantings June 1, 2012).
2. That the outside display and storage areas are restricted to the area shown on the site plan labeled Potential Division: Stock Lumber Site dated 8/10/11.
3. All existing wall pack lighting be brought into compliance with Section 10-4-10: O2 (shield light source).

on the parcel of land legally described as follows: **See attached legal description.**

After the conditions deemed necessary by the Baxter Zoning Administrator are satisfied, the appropriate permits may be issued pursuant to this **CUP**. Furthermore, the Baxter City Clerk is herewith directed to file a copy of this with the Crow Wing County Recorder.

Dated: 2-8-12

[Signature]  
Mayor

I certify that the above is a true and correct statement based on the approved minutes of the Baxter City Council meeting held on **January 17, 2012** and on record in the City Hall of the City of Baxter, 13190 Memorywood Dr., Baxter, MN.



*Arden Hunt*  
City Clerk

Dated: 2-8-12

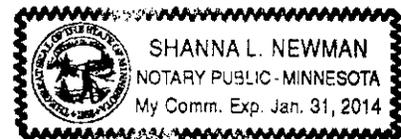
THIS DOCUMENT DRAFTED BY:

Shanna Newman  
Planning Technical Clerk  
City of Baxter  
13190 Memorywood Dr.  
P. O. Box 2626  
Baxter, MN 56425  
218-454-5109

RETURN TO

Subscribed and sworn to  
before me this 8<sup>th</sup> day  
of February 2012.  
*Shanna Newman*

Please return completed documents to the above person.



### Parcel Legal Description

Parcel	Record	Legal	Section	Township	Range
020152100000009	1	NE1/4 OF NW1/4 EX RAILROAD RIGHT OF WAY.	15	133	29
020152100000009	1	NE1/4 OF NW1/4 EX RAILROAD RIGHT OF WAY.	15	133	29
020152100000009	2	SUBJECT TO AN EASEMENT OF RECORD GRANTED TO	15	133	29
020152100000009	2	SUBJECT TO AN EASEMENT OF RECORD GRANTED TO	15	133	29
020152100000009	3	THE CITY OF BAXTER ON DOCUMENT #741073.	15	133	29
020152100000009	3	THE CITY OF BAXTER ON DOCUMENT #741073.	15	133	29

9

**Record Count: 6**

4th. 10 City WK.

#27

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

DOCUMENT A- 854200

RECORDED ON:

December 31, 2014 4:17 PM

KATHY LUDENIA

CROW WING COUNTY RECORDER

BY: GA

RETURN TO: BAXTER, CITY OF  
13190 MEMORYWOOD DR  
PO BOX 2626  
BAXTER, MN 56425

FEE: \$46.00

PAGES: 2

CITY OF BAXTER, MINNESOTA  
RESOLUTION 2014-102

RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT  
FOR "POTLATCH ADDITION TO BAXTER"

WHEREAS, Potlatch Lakes States Timberlands LLC ("the applicant") has requested approval of a preliminary and final plat on property located at located at 3855 Independence Road, legally described as follows:

a Part of the northeast quarter of the northwest quarter of Section 15, Township 133, Range 29, lying south of the railroad, except that part deeded to the City of Baxter in Document 741072 and 741073.

WHEREAS, the Planning and Zoning Commission has reviewed the request at a duly called a Public Hearing on May 13, 2014 and recommends approval, and;

WHEREAS, the City Council considered the Planning and Zoning Commission recommendation and approved the preliminary and final plat at their May 20, 2014 meeting;

WHEREAS, the City Council considered an amendment to the plat approved on May 16, 2014, to add one acre of land to the south side of the property at their December 16, 2014 meeting;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAXTER, MINNESOTA, that it should and hereby does approve the request to approve a revised preliminary and final plat to create two lots and two outlots, based on the finding that the standards in Title 11 of the Baxter Subdivision Ordinance are met. Specifically:

1. The subdivision does not require the creation of any public utility easements other than the standard required easements of platted lots;
2. The subdivision does not landlock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;
3. The subdivision does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
4. The subdivision does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

**FURTHER BE IT RESOLVED** that the following conditions of approval shall be met:

1. The approval of the preliminary and final plat is based on the plans received by the city on April 22, 2014 and the revised final plat received on November 18, 2014, except as may be amended by this resolution.
2. **Prior to Recording the plat**, the applicant shall:
  - a. Pay the required park dedication fee at the city's rate at the time of payment. The city's current park dedication fee for this project is ~~\$20,085.86~~\$25,007.68.
  - b. Submit plat recording checklist items as reviewed and approved by city staff.
  - c. The applicant shall submit a cross-access/parking easement for review and approval by the city attorney. The easement shall be recorded against the title of the subject property and the adjacent to the west of the subject site.
  - d. Submit an assessment agreement to be reviewed and approved by the city.
3. The existing 36-foot wide access easement is currently un-improved and shall not be used as a roadway without appropriate approvals from the City of Baxter.
- 3-4. The final plat approval shall expire two years from of the date of this approval unless the applicant has recorded the plat or requested an extension in writing.

**Whereupon, said Resolution is hereby declared adopted on this 20<sup>th</sup>-16<sup>th</sup> day of ~~May~~December 2014.**

  
\_\_\_\_\_  
Darrel Olson, Mayor

ATTEST  
  
\_\_\_\_\_  
Kelly Steele, City Clerk

*City Seal*

#23

Peterson

# RIGHT-OF-WAY EASEMENT

**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:

(Must be exact legal description from deed.)

NE 1/4 of SW 1/4

Subdivision Name \_\_\_\_\_

Sec. 15 Lot \_\_\_\_\_

Twp. 133 Block 0

R. 29 Government Lot \_\_\_\_\_

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 line. A sketch indicating the general location of the line appears on reverse 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 or the setting of said underground apparatus or 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 Right to Clear and Maintain the Right-of-Way:**

The Cooperative shall have the right to clear, reclear and otherwise maintain the right-of-way of trees, brush, stumps, offending trees, and other obstructions as follows (a) to a width of 10 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. The Cooperative shall have the right to maintain such right-of-ways to the extent the Cooperative determines to be necessary.

**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 cost 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 Remove Buildings and Obstructions:**

The Cooperative shall have the right to remove any building, structures or obstructions of any kind or description which may be built or placed on an underground or overhead right-of-way at my expense, 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 to a place which in the opinion of the Cooperative will be convenient to the continuation of said service at my expense.

**Restrictions on Location of Towers or Antennas:**

I shall not construct any tower or antenna, be it TV, 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.

**My Warranties:**

I warrant that I have granted no other easements for underground facilities which would conflict with this easement. I warrant that I am the owner of the property, and that the property is free and clear of all mortgages, liens, or encumbrances, except as follows:

**Easement to Run With Land:**

This grant of easement shall run with the land and shall be binding on and shall inure the benefit of the parties hereto, their heirs, successors, or 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 his hereunto set his hand this 15 day of November 19 93.

Randy Peterson (Owner) Single (Spouse, if any)

STATE OF MINNESOTA )  
COUNTY OF Crow Wing ) SS

On this 15 day of November, 19 93, before me a notary public within and for said County, personally appeared Randy Peterson NOT APPLY

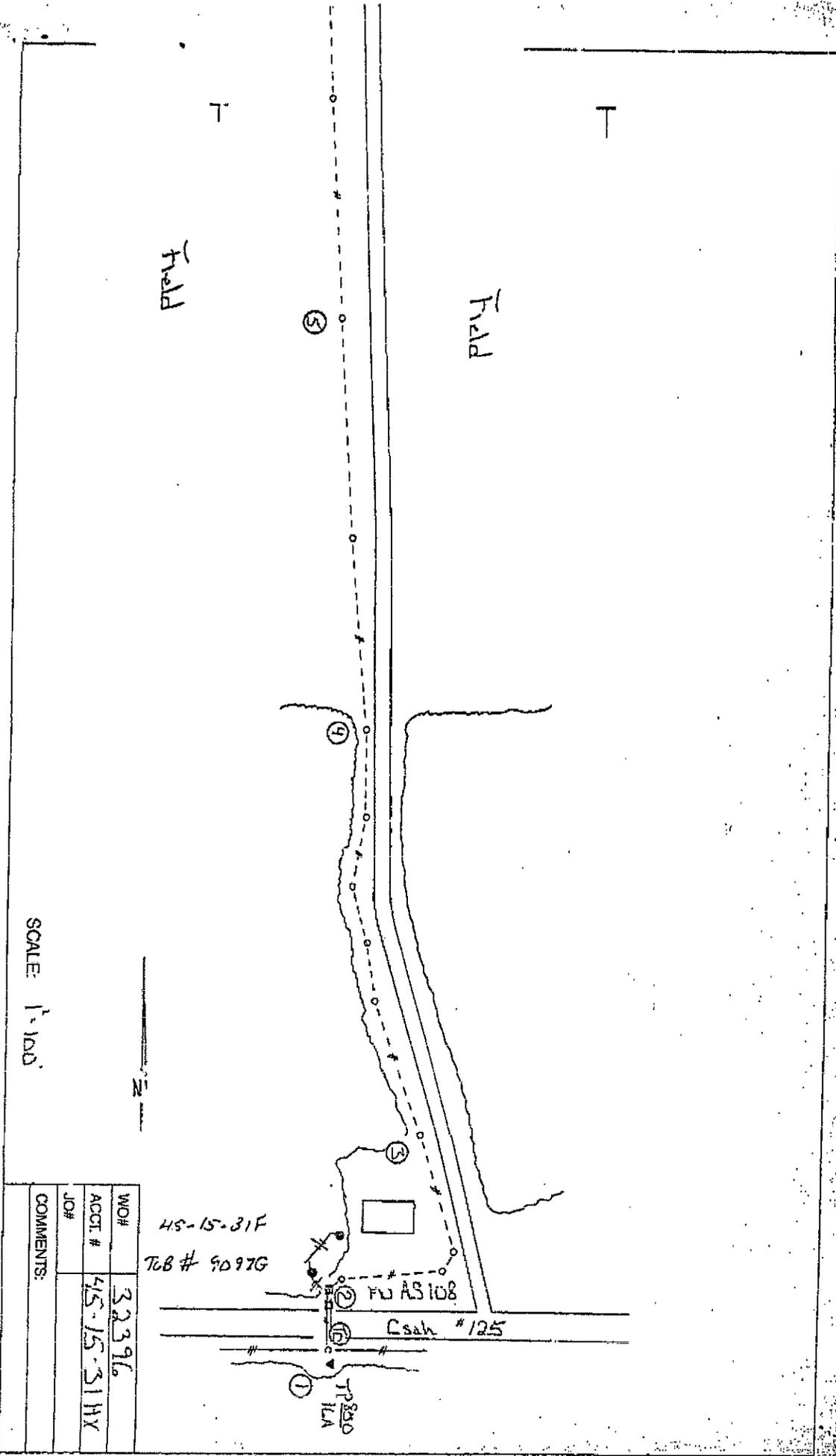
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

This instrument was drafted by:  
Crow Wing Cooperative Power & Light Company  
P.O. BOX 307, Highway 371 North  
Brainerd, MN 56401

Notary Public: Steven D. Jones  
My Commission Expires Sept. 1, 1994

STEVEN D. JONES  
NOTARY PUBLIC-MINNESOTA  
CROW WING COUNTY  
My Comm. Expires Sept. 1, 1994

RETURN TO



WFO#	32396
ACCT #	45-15-31HY
JOB#	
COMMENTS:	

WO#	ACCT. #	JO#	COMMENTS:

SCALE: 1" = 100'

N

Field

Field

328x Lot Line

Office of County Recorder } CS. MICROFILMED  
 County of Crow Wing, Minn. }

I hereby certify that the within instrument was filed  
 in this office for record on the 23<sup>rd</sup> day of Mar  
 A.D. 1995 at 9 o'clock A.M.  
 and was duly recorded as Doc. No. 178973

Kathy Luderia  
 County Recorder  
Wilkie Stanger  
 Deputy

Pole  
 Barn



Wooded



#24

Office of County Recorder  
County of Crow Wing, MN }

I hereby certify that the within instrument was filed  
in this office for record on the 23 day of Oct  
A.D. 2005 at 8 o'clock A.M.  
and was duly recorded as Doc. No. 0575775

[Signature]  
County Recorder  
By [Signature]  
Deputy

(Reserved for Auditor or Treasurer)

(Reserved for Recorder)

# RIGHT-OF-WAY

# EASEMENT

# CROW WING POWER



# RIGHT-OF-WAY EASEMENT

*Return*  
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:

(Must be exact legal description from deed.)

West 660' of the SW 1/4, of the SW 1/4, Except West 330' of the South 660" there of Section 15.

Subdivision Name \_\_\_\_\_

Sec. 15 Lot \_\_\_\_\_

Block 133N \_\_\_\_\_

Twp. 29W \_\_\_\_\_

R. \_\_\_\_\_ Government Lot \_\_\_\_\_

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 appears on reverse 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 or the setting of said underground apparatus or 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 Right to Clear and Maintain the Right-of-Way:**

The Cooperative shall have the right to clear, reclear and otherwise maintain the right-of-way of trees, brush, stumps, offending trees, and other obstructions as follows (a) to a width of 10 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. The Cooperative shall have the right to maintain such right-of-ways to the extent the Cooperative determines to be necessary.

**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 cost 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 Remove Buildings and Obstructions:**

The Cooperative shall have the right to remove any building, structures or obstructions of any kind or description which may be built or placed on an underground or overhead right-of-way at my expense, 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 to a place which in the opinion of the Cooperative will be convenient to the continuation of said service at my expense.

**Restrictions on Location of Towers or Antennas:**

I shall not construct any tower or antenna, be it TV, 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.

**My Warranties:**

I warrant that I have granted no other easements for underground facilities which would conflict with this easement. I warrant that I am the owner of the property, and that the property is free and clear of all mortgages, liens, or encumbrances, except as follows:

**Easement to Run With Land:**

This grant of easement shall run with the land and shall be binding on and shall inure the benefit of the parties hereto, their heirs, successors, or 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 5 ha VE hereunto set their hand this 3 day of April 19 2000

Randall J. Ahern (Owner) Linda M. Ahern (Spouse, if any)

STATE OF MINNESOTA )  
COUNTY OF WING ) SS

On this 3 day of April, 19 2000, before me a notary public within and for said County, personally appeared Randall J. Ahern (owner) + Linda M. Ahern (spouse)

to me known to be the person 5 described in and who executed the foregoing instrument, and acknowledged that 4 he 4 executed the same as their free act and deed.

This instrument was drafted by: Terry Thorkelson  
Crow Wing Power  
P.O. Box 507, Highway 37A, N. Brainerd, MN 56401

Terry Thorkelson  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2005

[Signature]  
Notary Public, \_\_\_\_\_ County, MN  
My Commission expires \_\_\_\_\_



# 25

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA  
**DOCUMENT A- 854201**

RECORDED ON:  
December 31, 2014 4:17 PM  
KATHY LUDENIA  
CROW WING COUNTY RECORDER  
BY: GA

No delinquent taxes and transfer entered  
this 31<sup>st</sup> day of December, 2014  
Laureen E. Borden  
County Auditor/Treasurer, By SJE

RETURN TO: BAXTER, CITY OF  
13190 MEMORYWOOD DR  
PO BOX 2626  
BAXTER, MN 56425

FEE: \$46.00  
PAGES: 3

02015240000009 PT  
02015210000009 PT

E-CRV No. \_\_\_\_\_  
DEED TAX DUE: \$ **EXEMPT**

**EASEMENT DEED**  
Corporation, Partnership or Limited Liability Company to  
Corporation, Partnership or Limited Liability Company

Date: 12/30/2014

FOR VALUABLE CONSIDERATION, **Potlatch Lake States Timberlands, LLC**, a **limited liability company** under the laws of **Delaware**, Grantor, hereby conveys an easement for ingress and egress to **Double B Holdings, LLC**, Grantee, a **limited liability company** under the laws of **Minnesota**, real property in **Crow Wing** County, Minnesota, described as follows:

Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

together with all hereditaments and appurtenances.

CONSIDERATION LESS THAN \$500.00

WELL CERTIFICATE  
RECEIVED ( ) NOT REQUIRED

Check Box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed.  
(if electronically filed, Insert WDC number \_\_\_\_\_)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.



## EXHIBIT 'A'

### EASEMENT A:

a An easement for ingress and egress over and across that part of the North 36.00 feet of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota, which lies westerly of the East 680.00 feet of said SE1/4-NW1/4 and which lies easterly of the east line of Timberwood Drive according to Document No. 741073 on file in the Crow Wing County Recorder's Office.

### EASEMENT B:

a An easement for ingress and egress over and across that part of the Northeast Quarter of the Northwest Quarter (NE1/4-NW1/4), Section 15, Township 133, Range 29, Crow Wing County, Minnesota, which lies 15.00 feet on each side of the following described line: Commencing at a point on the south line of said NE1/4-NW1/4 which is the southwest corner of the West 344.00 feet of the East 680.00 feet of said NE1/4-NW1/4; thence North 01 degree 32 minutes 41 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 371.63 feet along the west line of said West 344.00 feet of the East 680.00 feet of the NE1/4-NW1/4 to the point of beginning of the line to be described; thence North 88 degrees 45 minutes 30 seconds West 73.91 feet; thence North 02 degrees 36 minutes 16 seconds East 134.31 feet, more or less, to the south line of Independence Road according to Document No. 741072 on file in the Crow Wing County Recorders Office and said line there ending. The sidelines of said easement are prolonged or shortened to terminate at said south line of Independence Road and at said west line of the West 344.00 feet of the East 680.00 feet of the NE1/4-NW1/4.