

CURRENT TAX CERTIFICATION  
 ( ) REQUIRED ☒ NOT REQUIRED  
 CERTIFICATE OF REAL ESTATE VALUE  
 ( ) FILED ☒ NOT REQUIRED  
 NO DELINQUENT TAXES-TRANSFER ENTERED  
 DATE March 9, 2007  
Dorothy Erickson BY AW  
 CROW WING COUNTY AUDITOR  
 TRANSFER # 0702327+0702328  
 TC CODE 520334400A00009 P+  
520334400B00009 P+

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 Mar  
 A.D. 2007 at 2 o'clock P.M.  
 and was duly recorded as Doc. No. 0726242  
Wicki Stange County Recorder  
 By Wicki Stange Deputy

#### EASEMENT

**KNOW ALL MEN BY THESE PRESENTS**, that Potlatch Forest Holdings, Inc., a Delaware corporation, ("Grantor"), in consideration of the sum of \$10.00 and other good and valuable consideration to Grantor in hand paid by Minnesota Power (legally incorporated as ALLETE, Inc., a Minnesota corporation)("MP"), does hereby grant unto MP, its successors and assigns forever, the perpetual right, privilege, and easement to survey, construct, operate, maintain, use, rebuild, or remove electric power or communication lines or cables, consisting of poles, towers, structures, crossarms, guys, braces, anchors, wires, cables, conduits, counterpoises, fixtures, and other devices used or useful in the operation, maintenance, and use of said lines or cables (collectively, the "Equipment"), together with the right to locate, construct or reconstruct same at various voltages and dimensions at any time hereafter as MP shall deem useful or necessary, across, over, under or through the lands situated in Crow Wing County, Minnesota described on **Exhibit A** (Landecker drawing dated February 13, 2007) attached hereto and made a part hereof (the "Easement Property").

The easement conveyed by this document includes such additional property outside of the Easement Property as is necessary to accommodate guys, wires, anchors and any other necessary appurtenance. Grantor hereby acknowledges that Exhibit A definitely and specifically describes the easement being acquired, and that the easement is of the minimum necessary for the safe conduct of the business for which this easement is granted.

This Easement also includes the right of MP to have reasonable access to the Easement Property across the property of Grantor adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by MP, its contractor, agents, or assigns.

This Easement herein contained shall include the right to enter upon the property of Grantor to remove from the Easement Property and dispose of any structures, trees or other vegetation (including the branches of trees overhanging the Easement Property), or objects, except fences, which in the opinion of MP will interfere with the Equipment, together with the right to cut and dispose of all dead, weak, leaning, or dangerous vegetation outside of the Easement Property, from time-to-time, whenever necessary to the proper protection of the Equipment, that are tall enough to come within five feet of striking the wires in falling.

The grant of this easement shall include the right to enter and locate upon the property of Grantor equipment necessary to ground fences, structures, buildings, or any other structure which may require grounding for safety purposes.

Grantor reserves the right to cultivate, use and occupy said land, except that without the prior written approval of MP, the Grantor shall not bury or place in the ground any object, nor plant any trees thereon, nor erect any structures, hay or straw stacks, or other objects permanent or temporary, except fences, and

in the event that said lines or cables are placed beneath the surface, Grantor shall seek prior written approval from MP prior to any digging to a depth of more than two feet within the easement area.

Grantor will maintain OSHA/NESC vertical and horizontal working clearances for construction and maintenance equipment working under or adjacent to energized 115 KV power lines and shall comply with all other applicable OSHA regulations, the National Electric Safety Code, and the National Electric Code when performing work within the easement area.

MP shall pay for all damages to crops, fences, livestock, roads, and fields caused by the construction or maintenance of said lines, excepting and excluding trees within the easement area.

Grantor covenants with MP, its successors, and assigns, that Grantor is the owner of the lands described herein and has the right to sell and convey an easement in the manner and form aforesaid.

It is understood that the right, privilege, and easement hereby granted shall extend only to the interest or interests of the Grantor herein named; and the provisions hereof shall extend to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties, and that no representation or verbal statements have been made modifying, adding to, or changing the terms hereof.

This instrument was drafted by Minnesota Power, 30 West Superior Street, Duluth, MN 55802. RETURN TO

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

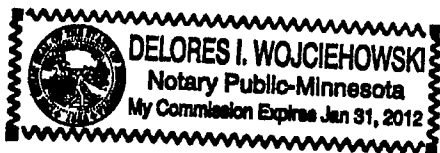
IN TESTIMONY WHEREOF, the Grantor has executed this 23<sup>rd</sup> day of February, 2007.

POTLATCH FOREST HOLDINGS, INC.

By: [Signature]  
Its: Resource Manager

State of Minnesota )  
 ) ss.  
County of Carlton )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2007, by Thomas Murn, the Resource Manager of Potlatch Forest Holdings, Inc., a corporation under the laws of Delaware, on behalf of the corporation.



[Signature]  
Notary Public

### LEGAL EXHIBIT "A"

A 66.00 foot wide tract in the Southeast Quarter of the Southeast Quarter, Section 33, Township 135 North, Range 27 West, Crow Wing County, Minnesota, the centerline of said tract is described as follows:

Commencing at the East Quarter corner of said Section; thence South 00 degrees 23 minutes 49 seconds East, assumed bearing, along the East line of said Southeast Quarter 1249.31 feet; thence South 49 degrees 52 minutes 19 seconds West 177.40 feet; thence Southwesterly 198.01 feet along a tangential curve concave to the Southeast having a radius of 400.00 feet and a central angle of 28 degrees 21 minutes 44 seconds; thence South 21 degrees 30 minutes 35 seconds West 153.81 feet to the Northeasterly line of the Minnesota Power and Light Company Tract as noted in Document Number 238453, Exhibit 12 of record, said County and point of beginning of the centerline to be herein described; thence South 21 degrees 30 minutes 35 seconds West 143.28 feet to the Southwesterly line of said Minnesota Power and Light Company Tract and said described centerline there terminating.  
The sidelines of said tract shall be prolonged or shortened to terminate on said Northeasterly and Southwesterly lines.