

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to RICHARD MEECH and SUSAN MEECH, husband and wife (collectively, "Grantee"), a permanent non-exclusive easement for ingress, egress and utility purposes, including the right to construct, maintain and repair roadways and facilities as necessary, over, under and across the following described property in Wadena County, Minnesota, described as follows:

See attached Exhibit A for description and depiction of said easement

Said easement shall be appurtenant to and benefit the property situated in Wadena County, Minnesota, owned by Grantee and described as follows:

East Half of Southwest Quarter and West Half of Southeast Quarter, Section 5, Township 138 North, Range 35 West

By acceptance hereof, Grantee: (a) acknowledges and agrees that Grantor has conducted and will continue to conduct upon its property natural resource management activities and other uses, including but not limited to harvesting of timber, hunting and recreation leases, herbicide use, etc.; (b) acknowledges and agrees that Grantor has reserved for itself the right to make use of the easement for any and all purposes as it from time to time sees fit, so long as such uses do not unreasonably interfere with the rights granted herein, and shall have the unrestricted right to use and cross any roadway located within the easement, but shall have no obligation to maintain any roadway located within the easement, except that Grantor shall repair any damage to or rutting of the roadway caused by Grantor; and (c) covenants and agrees that Grantor shall not be liable to Grantee for any injury to or death of person, damage to property, or failure to comply with any law, statute, ordinance or rule, arising out of, caused by or attributable to, in whole or in part, any act, omission or neglect of Grantee in connection with or related to the use, construction, operation or maintenance of the easement in any manner by Grantee, or other parties using the easement with the permission or acquiescence of Grantee, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

In the event any survey of the road and easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and this Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantee. Grantor may, at its option and at its expense, relocate any roadway and utilities located within the easement to a location elsewhere on Grantor's property, provided that said relocation is substantially equal

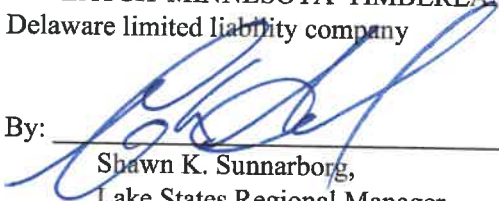
in quality and size to the then existing roadway, and that Grantor provides a legal description of the newly located centerline and bears all costs associated with amending this Easement to reflect such relocation.

The intent herein is to create a private easement to be used by Grantor and Grantee, and not other members of the public. The easement granted herein is intended for use by the owner(s) of Grantee's property but not for future subdivisions thereof. No roadway constructed within the easement may be improved beyond its current condition or turned over for public maintenance without the prior consent of Grantor. No gate or barrier may be placed at any point on a roadway constructed within the easement without the prior consent of Grantor, which consent may be granted, denied or withdrawn in Grantor's discretion.

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

EXECUTED on this 13 day of March, 2018.

POTLATCH MINNESOTA TIMBERLANDS, LLC, a
Delaware limited liability company


By: 
Shawn K. Sunnarborg,
Lake States Regional Manager

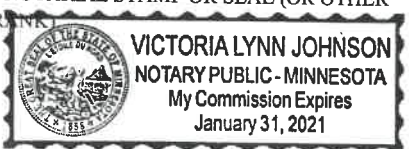
STATE OF MINNESOTA)
) ss
COUNTY OF CARLTON)

The foregoing was acknowledged before me this 13 day of March, 2018, by Shawn K. Sunnarborg, the Lake States Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company.

This Instrument was Drafted By:

*RUDY, GASSERT, YETKA,
PRITCHETT & HELWIG, P.A.
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 DCP*


SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER
TITLE/RANK)


ROADWAY EASEMENT



An easement for ingress, egress, and utility purposes over, under, and across the north 33.00 feet of the Northwest Quarter of the Northeast Quarter, Section 8, Township 138 North, Range 35 West, Wadena County, Minnesota.

NOT TO SCALE

