

000526139

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON
05/07/2007 02:55:33PM

Acknowledged by Auditor-Treasurer's

Office
By: Nora Espinal
Deputy Auditor

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PAGES: 3
REG FEE: \$46.00

Date: May 7, 2007

KATHRYN H. MORBY
COUNTY RECORDER
Kathryn H. Morby
DEPUTY

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potatch Forest Holdings, Inc., a Delaware corporation ("Grantor"), in consideration of the sum of Two Thousand Dollars (\$2,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Arnold Card and Karen Card, husband and wife ("Grantee"), a permanent non-exclusive easement for ingress, egress and underground utility purposes, including the right to install, maintain and repair roadways and facilities as necessary, over, across and under the following described property in Cass County, Minnesota, described as follows:

See attached Exhibit A

Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows: the Southwest Quarter of Section 5 and the Southeast Quarter of Section 8, Township 134 North, Range 32 West in Cass County, Minnesota.

By acceptance hereof, Grantee (s) 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) acknowledge 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 repair or maintain any roadway located within the easement; 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, 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.

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The intent herein is to create a private easement to be used by Grantor and Grantee, and not other members of the public. 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 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 as of the 27th day of March, 2007.

POTLATCH FOREST HOLDINGS, INC.

By: 

Its: Regional Resource Manager

STATE OF MINNESOTA)
) ss
COUNTY OF CARLTON }

The foregoing was acknowledged before me this 27th day of March, 2007, by Thomas Mum, the Regional Resource Manager, of Potlatch Forest Holdings, Inc., a Delaware corporation, on behalf of said corporation.

This instrument was Drafted By:

RUDY, GASSERT, YETKA & PRITCHETT
A Professional Association
123 Avenue C
Cloquet, MN 55720
(218) 879-3363



SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



Exhibit A

A 33.00 foot wide easement across that part of the Southeast Quarter of Section 5, Township 134 North, Range 32 West, Cass County, Minnesota, centerline of said easement is described as follows:

Commencing at the South Quarter corner of said Section 5; thence North 89 degrees 15 minutes 52 seconds East, bearings are based on the North American Datum of 1983, along the south line of said Section 5, a distance of 1320.99 feet to the point of beginning of the centerline to be described; thence North 09 degrees 13 minutes 18 seconds West, a distance of 33.13 feet; thence North 05 degrees 57 minutes 39 seconds East, a distance of 135.07 feet; thence North 05 degrees 11 minutes 39 seconds West, a distance of 162.05 feet; thence 109.31 feet northwesterly along a tangential curve, concave to the southwest, having a radius of 91.73 feet and a central angle of 68 degrees 16 minutes 37 seconds; thence North 73 degrees 26 minutes 17 seconds West tangent to the last described curve, a distance of 68.44 feet; thence North 67 degrees 01 minutes 11 seconds West, a distance of 325.17 feet; thence North 62 degrees 22 minutes 00 seconds West, a distance of 99.92 feet; thence North 70 degrees 28 minutes 43 seconds West, a distance of 334.50 feet; thence North 72 degrees 58 minutes 03 seconds West, a distance of 241.51 feet; thence North 75 degrees 06 minutes 22 seconds West, a distance of 152.35 feet; thence North 84 degrees 43 minutes 38 seconds West, a distance of 97.62 feet to the west line of said Southeast Quarter and said centerline there terminating.

The sideline of said easement are prolonged or shortened to terminate on the south and west line of said Southeast Quarter.