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OFFICE OF THE COUNTY RECORDER
CASS COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON

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PAGES: 5

KATHRYN M. NORBY
CASS COUNTY RECORDER

BY SR DEP TX#: 125918

RECORDED ELECTRONICALLY

Acknowledged by Auditor-Treasurer's Office

By EA
Deputy Auditor

Date: SEPTEMBER 24, 2015

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That BIRTE J. HERMAN and MELISSA HERMAN, husband and wife (collectively, "Grantor"), in consideration of the sum of Six Thousand and No/100 Dollars (\$6,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Grantee"), a permanent 33' wide non-exclusive easement for ingress, egress, roadway and utility purposes, including the right to construct, maintain and repair roads and utilities as necessary, over, under and across the following described property in Cass County, Minnesota, described as follows:

See attached Exhibit A for a centerline description of the easement to be conveyed, being 16.5 feet on either side of the described centerline; said easement is depicted on Exhibit B

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

Northwest Quarter of Southeast Quarter and Southwest Quarter of Southeast Quarter, Section 1, Township 133, Range 32

By acceptance hereof, the parties: (a) acknowledge and agree that Grantee has conducted and will continue to conduct upon its property natural resource management activities and other uses, including but not limited to harvesting of timber, hunting and recreation leases, herbicide use, etc.; and (b) covenant and agree 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, except to the extent such injury or damage is caused by or attributable to the negligence of Grantor.

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, including future subdivisions thereof. No roadway constructed within the easement may be turned over for public maintenance without the prior

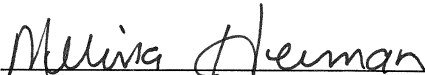
BAX DOC
DK

consent of both Grantor and Grantee.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this Easement Agreement. This Easement 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 28th day of August, 2015.


BIRTEN J. HERMAN



MELISSA HERMAN

STATE OF MINNESOTA)
) ss
COUNTY OF Crow Wing

The foregoing was acknowledged before me this 28th day of August, 2015, by BIRTEN J. HERMAN and MELISSA HERMAN, husband and wife, Grantor.

This Instrument was Drafted By:
RUDY, GASSERT, YETKA
PRITCHETT & HELWIG
A Professional Association
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 DCP


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)


Potlatch Minnesota Timberlands, LLC, a
Delaware limited liability company

By: 
Name: Shawn Sunnarborg
Title: Lake States Regional Manager

STATE OF MINNESOTA }
COUNTY OF CARLTON } ss.

This instrument was acknowledged before me on September 17, 2015, by Shawn Sunnarborg, the Lake States Regional Manager of Potlatch Minnesota Timberlands, LLC a limited liability company under the laws of Delaware, on behalf of the limited liability company.


SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



Exhibit A

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across Government Lot 4, Section 1, Township 133 North, Range 32 West, in Cass County, Minnesota. Being 16.5 feet on each side of the following described centerline.

Commencing at the Southeast Corner of Section 1, Township 133 North, Range 32 West, thence North 57 degrees 54 minutes 33 seconds West, 3125.99 feet (assuming a line between the Northeast Corner of Section 1, Township 133 North, Range 32 West, and the Southeast Corner of Section 1, Township 133 North, Range 32 West, bears South 00 degree 29 minutes 11 seconds West) to the actual point of beginning of the easement centerline to be described;

thence North 54 Degrees 39 Minutes 19 Seconds West for 301.98 Feet;

thence North 53 Degrees 26 Minutes 41 Seconds West for 77.67 Feet.

And there terminating.

"Exhibit B"

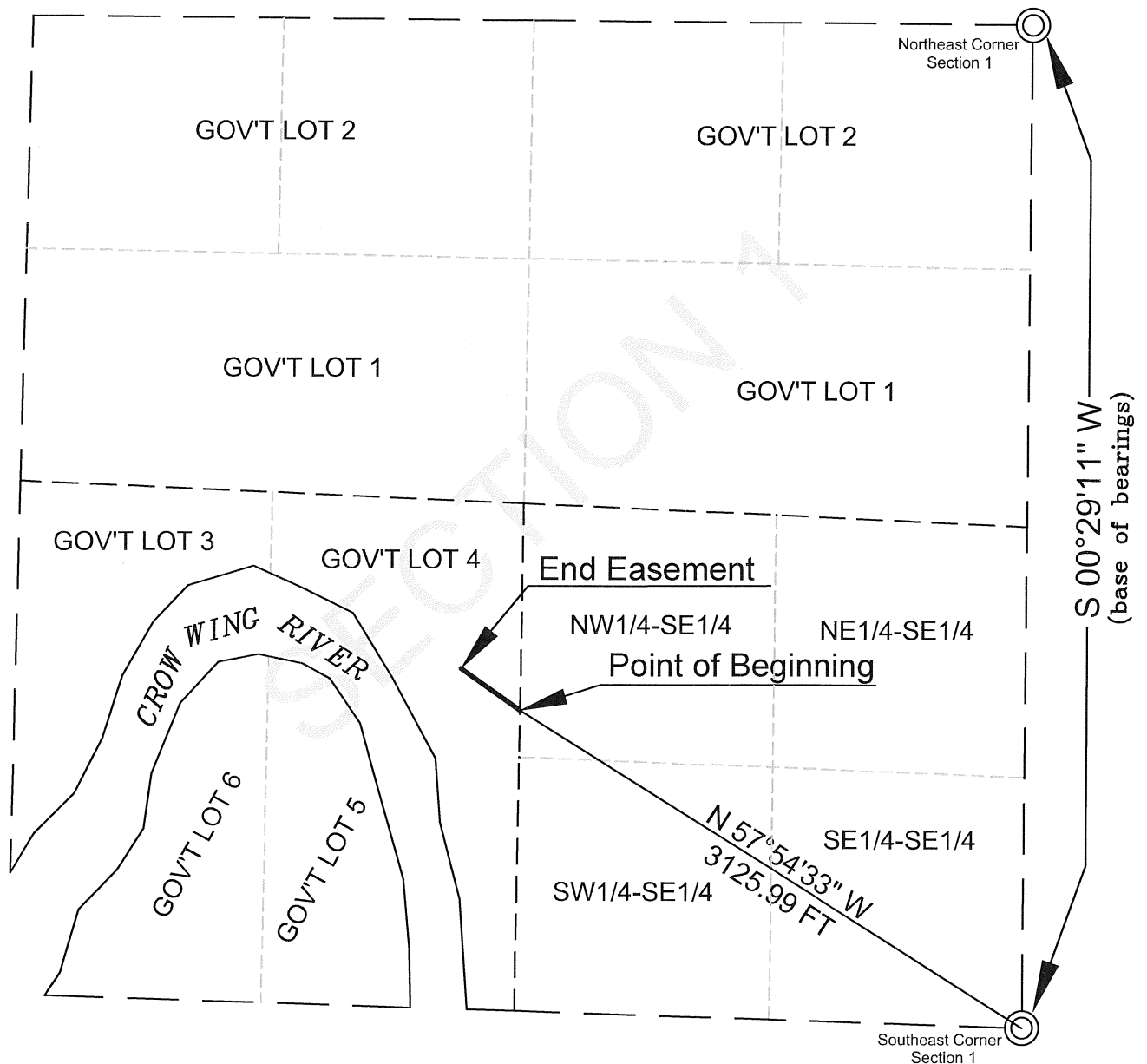
ROADWAY EASEMENT

A 33.00 foot easement centered over and across an existing road for ingress, egress and utility purposes across those parts of:

Government Lot 4

**Section 1, Township 133 North, Range 32 West,
Cass County, Minnesota**

For Course details see "Exhibit A"



NOT TO SCALE