

Acknowledged by Auditor-Treasurer's
Office
By: Sharon K. Anderson
Deputy Auditor

Date: 12-1-05

A000507085

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
RECORDED ON
12/01/2005 10:53:30AM

AS DOC #: A000507085
PAGES: 4
REC FEES: \$46.00

KATHRYN M. NORBY
COUNTY RECORDER

BY Kathryn M. Norby
DEPUTY

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The Instrument Drafted By:
Qwest Corporation
1801 California St. Suite 5200
Denver, CO 80202

The undersigned (AGrantor@) for and in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado corporation (AGrantee@), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical facilities and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Cass, State of Minnesota, which the Grantor owns or in which Grantor has an interest to wit:

SEE EXHIBIT AA@ ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor=s lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee=s use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee=s negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

~~Grantor warrants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.~~

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee=s use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W # MN112205WA02

Initials

11-22-05

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is located.

Dated this 22 day of NOVEMBER, 2005.

Potlatch Corporation formerly known as the Northwest Paper Company, a Corporation under the laws of the State of Delaware.

Potlatch

(Official name of company or Corporation)

By

Shawn Sunnarborg

Its

Lands Manager

(Corporate Acknowledgment)

STATE OF MINNESOTA

COUNTY OF Carlton

}
}
} ss
}

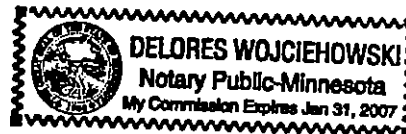
The foregoing instrument was acknowledged before me this 22 day of NOVEMBER, 2005 by Shawn Sunnarborg, Lands Manager of Potlatch Corporation formerly known as the Northwest Paper Company, a Corporation under the laws of the State of Delaware, on behalf of the corporation.

Witness My Hand and Official Seal

D. Wojciehowski

Notary Public

My commission expires: _____



R/W # MN112205WA02 Job # 51MN179

Exchange Cass Lake County Cass

1/4 Section SE 1/4 Section 5 Township 144-N Range 31-W

Exhibit AA@

This description prepared by:
Ulteig Engineers, Inc.
3350 - 38th Avenue South
Fargo, ND 58104-7079

Land Description:

The Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) Section 5, Township 144 North, Range 31 West of the Fifth Principal Meridian, Cass County, Minnesota, lying easterly of the east right-of-way line of State Highway 371.

Easement Description:

A 10 foot by 20 foot parcel of land located across part of said Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) with said parcel more fully described as follows:

Commencing at the intersection of said State Highway 371 and Cass County Road 145; thence northerly along the centerline of said State Highway 371 a distance of 66 feet; thence easterly parallel with the centerline of said Cass County Road 145 a distance of 100 feet to the east right-of-way line of State Highway 371 and the point of beginning; thence northerly along said east right-of-way line a distance of 20 feet; thence easterly parallel with the centerline of said Cass County Road 145 a distance of 10 feet; thence southerly parallel with the centerline of said State Highway 371 a distance of 20 feet; thence westerly parallel with the centerline of said Cass County Road 145 a distance of 10 feet more or less to the point of beginning.