

A000539825

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
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31-018-0001

Acknowledged by Auditor-Treasurer's Office

KATHRYN M. NORBY
COUNTY RECORDER
BY Kathryn M. Norby DEPUTY

By MSG
Deputy Auditor

Date: July 3, 2008

Reserved for Recording

The State of Minnesota in Trust for Cass County pursuant to Minnesota State Statute 94.342 as Grantor.

does by this instrument grant an easement, 66.00 feet in width, for ingress and egress, telephone, and electric power lines either by underground cable or conduit or otherwise, over, under and across the following land of the Grantor:

DESCRIPTION OF LAND TO BE CROSSED:

The East 66 feet of the NE¼ of the SW¼ and the East 66 feet of the North 66 feet of the SE¼ of the SW¼, Section 18, Township 138 North, Range 30 West

To: GRANTEE: Potlatch Forest Holdings
and its successors and assigns.

This easement is issued in perpetuity and subject to the conditions and covenants hereinafter expressed for benefit of the above entitled grantee its successors and assigns in order to that said Grantee shall gain access to the following described parcel of land:

DESCRIPTION OF LAND TO BE ACCESSED:

SW¼ of the SE¼, Section 18, Township 138 North, Range 30 West

This easement is granted subject to the following conditions and restrictions:

1. Outstanding rights and interests, of any person or entity in Grantor's land.
2. Construction and maintenance of said right of way at Grantee's own expense.
3. The easement hereby conveyed shall be (SELECT ONE):
 Non exclusive and open to the general public.
 Exclusive to grantee.
4. The easement shall be assignable and shall run with the title of Grantor's land and Grantee's land.
5. Grantee shall abide by all statutes, rules and regulations regarding the disposal of debris and construction materials by burning, burial or otherwise.
6. Grantor shall at all times have the right to enter upon said right of way for any purpose necessary to the performance of lawful powers and duties.
7. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right of way and outside of construction limits.
8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right of way.
9. Grantee shall provide for the prevention and control of soil erosion within the easement and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts, where necessary, and other preventive works that may be required to accomplish such agreed objectives.
10. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right of way, except with the prior written approval of the Grantor.
11. Grantee may maintain the right of way clearing by means of chemical upon approval in writing by the Grantor.
12. Grantor hereby reserves for its own use, all marketable timber upon all lands covered by this easement, and the right to enter upon same for the purposes of removal without payment of any damages to the Grantee.

The easement and right of way herein conveyed may be terminated by mutual agreement of the parties hereto. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

Dated this 29 day of May, 2008

GRANTEE:

GRANTOR:

Potlatch Forest Holdings

Cass County, a political subdivision of the State of Minnesota

BY Ed Patras
Ed Patras

BY Jeff Peterson
Jeff Peterson

Office: Real Estate Manager

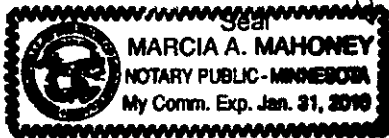
Office: Chairman

Subscribed and sworn to me this
29th day of May, 2008

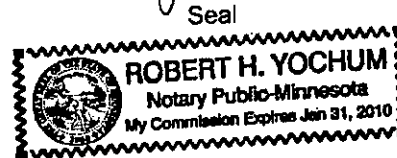
Subscribed and sworn to me this
1st day of JULY, 2008

Marcia A. Mahoney
Notary Public

Robert H. Yochum
Notary Public



Expires: Jan. 31, 2010



This instrument was drafted by:

Cass County Land Department
P.O. Box 25
Pine Mt. Professional Building
218 East Washburn Ave
Backus, MN 56435

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