

I certify this is a true &
correct copy of the original

D. Keiser

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 Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to THE TRUST FOR PUBLIC LAND, a not-for-profit California public benefit corporation ("Grantee"), a permanent non-exclusive easement for ingress and egress purposes, for use by Grantee and Grantee's employees, agents, contractors and assigns, including use by members of the public and including the right to maintain and repair roadways and facilities as necessary, over, across and under the following described property in Wadena County, Minnesota, described as follows:

See attached Exhibits A-1, A-2, and A-3; said easement is depicted on the drawings attached hereto as Exhibits B-1, B-2, and B-3.

Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows:

The Northwest Quarter of the Southeast Quarter or Government Lot 3 of Section 10, Township 136, Range 33, Wadena County, Minnesota; the Southwest Quarter of the Southeast Quarter or Government Lot 4 of Section 10, Township 136, Range 33, Wadena County, Minnesota; the Northwest Quarter of the Northeast Quarter or Government Lot 1 of Section 15, Township 136, Range 33, Wadena County, Minnesota; and the Northeast Quarter of the Northeast Quarter or Government Lot 2 of Section 15, Township 136, Range 33, Wadena County, Minnesota.

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 repair or maintain any roadway located within the easement, except that Grantor will maintain/restore the roadway when damaged 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. Grantor will be liable for its acts and the acts of its employees, and Grantee's liability shall be limited to the Tort Claims Act to the extent applicable.

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 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 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.

No gate or barrier may be placed at any point on the roadway constructed within the easement without the prior consent of 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 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.

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EXECUTED as of the 4 day of January, 2016.

POTLATCH MINNESOTA TIMBERLANDS, LLC
a Delaware limited liability company

By: William R. DeReu

Name: William R. DeReu

Title: Vice President

STATE OF Washington
) ss.
COUNTY OF Spokane


The foregoing instrument was acknowledged before me this 4 day of January, 2016, by William R. DeReu; the Vice President of **POTLATCH MINNESOTA TIMBERLANDS, LLC**, a Delaware limited liability company, on behalf of the company, Grantor.

Bridget Joireman
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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

NJB

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)



BRIDGET JOIREMAN
COMMISSION EXPIRES
NOTARY PUBLIC
04-01-17
STATE OF WASHINGTON

Exhibit A-1

A 66.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across those parts of the Northwest Quarter of the Southeast Quarter and Southwest Quarter of the Southeast Quarter of Section 11, Township 136 North, Range 33 West, all in Wadena County Minnesota, being 33.00 feet on each side of the following described centerline.

Commencing at the Southeast Corner of Section 11, Township 136 North, Range 33 West, thence North 43 degrees 47 minutes 41 seconds West, 1939.63 feet (assuming a line between the East Quarter Corner of Section 14, Township 136 North, Range 33 West, and the Southeast Corner of Section 11, Township 136 North, Range 33 West, bears North 00 degree 53 minutes 01 seconds East) to the actual point of beginning of the easement centerline to be described;

thence South 89 Degrees 56 Minutes 51 Seconds West for 276.50 Feet;
thence South 78 Degrees 43 Minutes 03 Seconds West for 123.28 Feet;
thence South 75 Degrees 13 Minutes 31 Seconds West for 226.22 Feet;
thence South 88 Degrees 23 Minutes 27 Seconds West for 161.68 Feet;
thence South 74 Degrees 37 Minutes 35 Seconds West for 42.81 Feet;
thence South 30 Degrees 18 Minutes 28 Seconds West for 43.30 Feet;
thence South 09 Degrees 46 Minutes 14 Seconds East for 223.92 Feet;
thence South 00 Degrees 32 Minutes 09 Seconds East for 140.05 Feet;
thence South 24 Degrees 43 Minutes 18 Seconds West for 100.52 Feet;
thence South 40 Degrees 14 Minutes 47 Seconds West for 149.58 Feet;
thence South 50 Degrees 45 Minutes 32 Seconds West for 361.09 Feet;
thence South 14 Degrees 27 Minutes 52 Seconds West for 315.08 Feet;
thence South 35 Degrees 05 Minutes 06 Seconds West for 117.00 Feet.

to the South line of the Southwest Quarter of the Southeast Quarter of Section 11, Township 136 North, Range 33 West and there terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said South line.

EXHIBIT A-2

A 66.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across those parts of the Northwest Quarter and the Southwest Quarter or Government Lot 1 of Section 14, Township 136 North, Range 33 West, all in Wadena County Minnesota, being 33.00 feet on each side of the following described centerline.

Commencing at the Northeast Corner of Section 14, Township 136 North, Range 33 West, thence North 88 degrees 32 minutes 08 seconds West, 2709.05 feet (assuming a line between the East Quarter Corner of Section 14, Township 136 North, Range 33 West, and the Northeast Corner of Section 14, Township 136 North, Range 33 West, bears North 00 degree 53 minutes 02 seconds East) to the actual point of beginning of the easement centerline to be described;

thence South 34 Degrees 59 Minutes 57 Seconds West for 65.70 Feet;
thence South 11 Degrees 30 Minutes 32 Seconds West for 173.29 Feet;
thence South 20 Degrees 25 Minutes 41 Seconds West for 359.44 Feet;
thence South 46 Degrees 53 Minutes 58 Seconds West for 272.43 Feet;
thence South 12 Degrees 30 Minutes 53 Seconds West for 96.16 Feet;
thence South 00 Degrees 07 Minutes 57 Seconds West for 231.93 Feet;
thence South 10 Degrees 58 Minutes 21 Seconds East for 96.39 Feet;
thence South 28 Degrees 01 Minutes 20 Seconds East for 241.07 Feet;
thence South 24 Degrees 58 Minutes 22 Seconds East for 186.31 Feet;
thence South 40 Degrees 45 Minutes 23 Seconds East for 141.38 Feet;
thence South 23 Degrees 51 Minutes 16 Seconds East for 163.17 Feet;
thence South 08 Degrees 31 Minutes 01 Seconds East for 157.94 Feet;
thence South 00 Degrees 53 Minutes 59 Seconds West for 285.76 Feet;
thence South 08 Degrees 34 Minutes 27 Seconds West for 414.23 Feet;
thence South 13 Degrees 12 Minutes 37 Seconds East for 192.22 Feet;
thence South 58 Degrees 05 Minutes 00 Seconds West for 89.24 Feet;
thence South 86 Degrees 22 Minutes 37 Seconds West for 110.89 Feet;
thence North 72 Degrees 24 Minutes 29 Seconds West for 160.04 Feet;
thence North 81 Degrees 28 Minutes 41 Seconds West for 143.47 Feet;
thence South 83 Degrees 49 Minutes 51 Seconds West for 222.29 Feet;
thence South 78 Degrees 17 Minutes 26 Seconds West for 216.80 Feet;
thence South 51 Degrees 44 Minutes 25 Seconds West for 181.34 Feet;
thence South 30 Degrees 04 Minutes 32 Seconds West for 275.94 Feet;
thence North 83 Degrees 28 Minutes 29 Seconds West for 209.32 Feet;
thence North 65 Degrees 52 Minutes 14 Seconds West for 233.68 Feet;
thence North 54 Degrees 32 Minutes 32 Seconds West for 128.31 Feet;
thence North 68 Degrees 57 Minutes 41 Seconds West for 363.64 Feet;
thence South 80 Degrees 32 Minutes 16 Seconds West for 104.87 Feet;
thence North 84 Degrees 30 Minutes 52 Seconds West for 100.37 Feet;
thence South 77 Degrees 21 Minutes 41 Seconds West for 164.54 Feet;
thence North 82 Degrees 32 Minutes 22 Seconds West for 80.03 Feet;
thence North 63 Degrees 00 Minutes 50 Seconds West for 91.80 Feet;
thence North 51 Degrees 11 Minutes 28 Seconds West for 18.05 Feet.

more or less to the West line of Section 14, Township 136 North, Range 33 West and there terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said West line.

EXHIBIT A-3

A 66.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across those parts of the Northeast Quarter of the Southeast Quarter or Government Lot 4 and the Southeast Quarter of the Northeast Quarter or Government Lot 3 of Section 15, Township 136 North, Range 33 West, all in Wadena County Minnesota, being 33.00 feet on each side of the following described centerline.

Commencing at the Northeast Corner of Section 14, Township 136 North, Range 33 West, thence South 62 degrees 06 minutes 50 seconds West, 6059.24 feet (assuming a line between the East Quarter Corner of Section 14, Township 136 North, Range 33 West, and the Northeast Corner of Section 14, Township 136 North, Range 33 West, bears North 00 degree 53 minutes 02 seconds East) to the actual point of beginning of the easement centerline to be described;

thence North 51 Degrees 02 Minutes 36 Seconds West for 293.08 Feet;
thence North 26 Degrees 50 Minutes 44 Seconds West for 66.60 Feet;
thence North 02 Degrees 45 Minutes 09 Seconds East for 198.21 Feet;
thence North 00 Degrees 33 Minutes 36 Seconds East for 220.03 Feet;
thence North 06 Degrees 01 Minutes 15 Seconds East for 575.44 Feet;
thence North 01 Degrees 16 Minutes 54 Seconds East for 378.28 Feet;
thence North 07 Degrees 48 Minutes 00 Seconds East for 49.08 Feet.

to the North line of the Southeast Quarter of the Northeast Quarter of Section 15, Township 136 North, Range 33 West and there terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said North line.

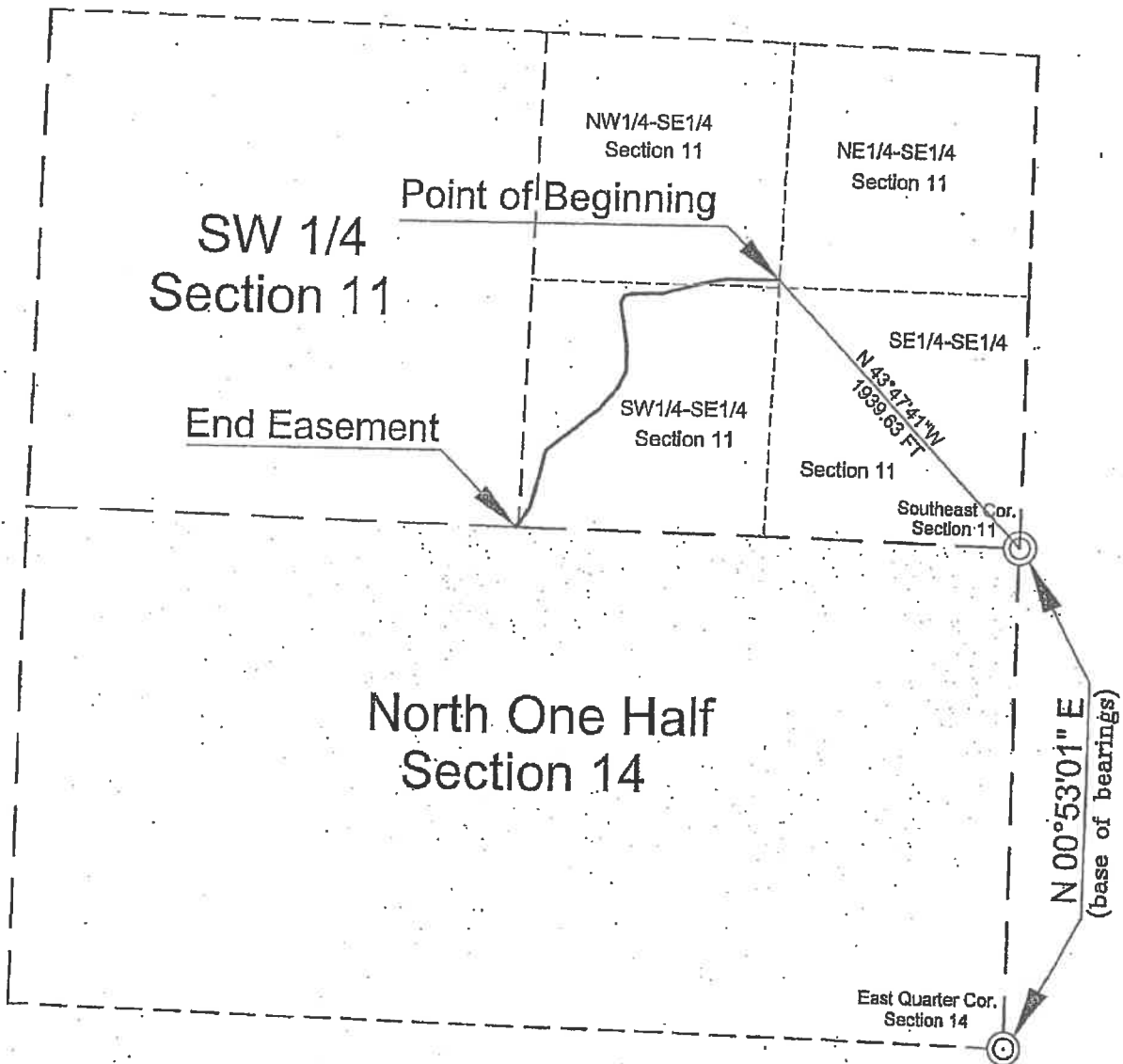
"Exhibit B-1"

ROADWAY EASEMENT

A 66.00 foot easement for ingress, egress and utility purposes centered over and across an existing road located in those parts of:

Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter, Section 11, Township 136 North, Range 33 West, Wadena County, Minnesota

For Course details see "Exhibit A-1"



ROADWAY EASEMENT

A 66.00 foot easement for ingress, egress and utility purposes centered over and across an existing road located in those parts of:

Northwest Quarter and the Southwest Quarter of Section 14, Township 136 North, Range 33 West. Wadena County, Minnesota

For Course details see "Exhibit A-2"

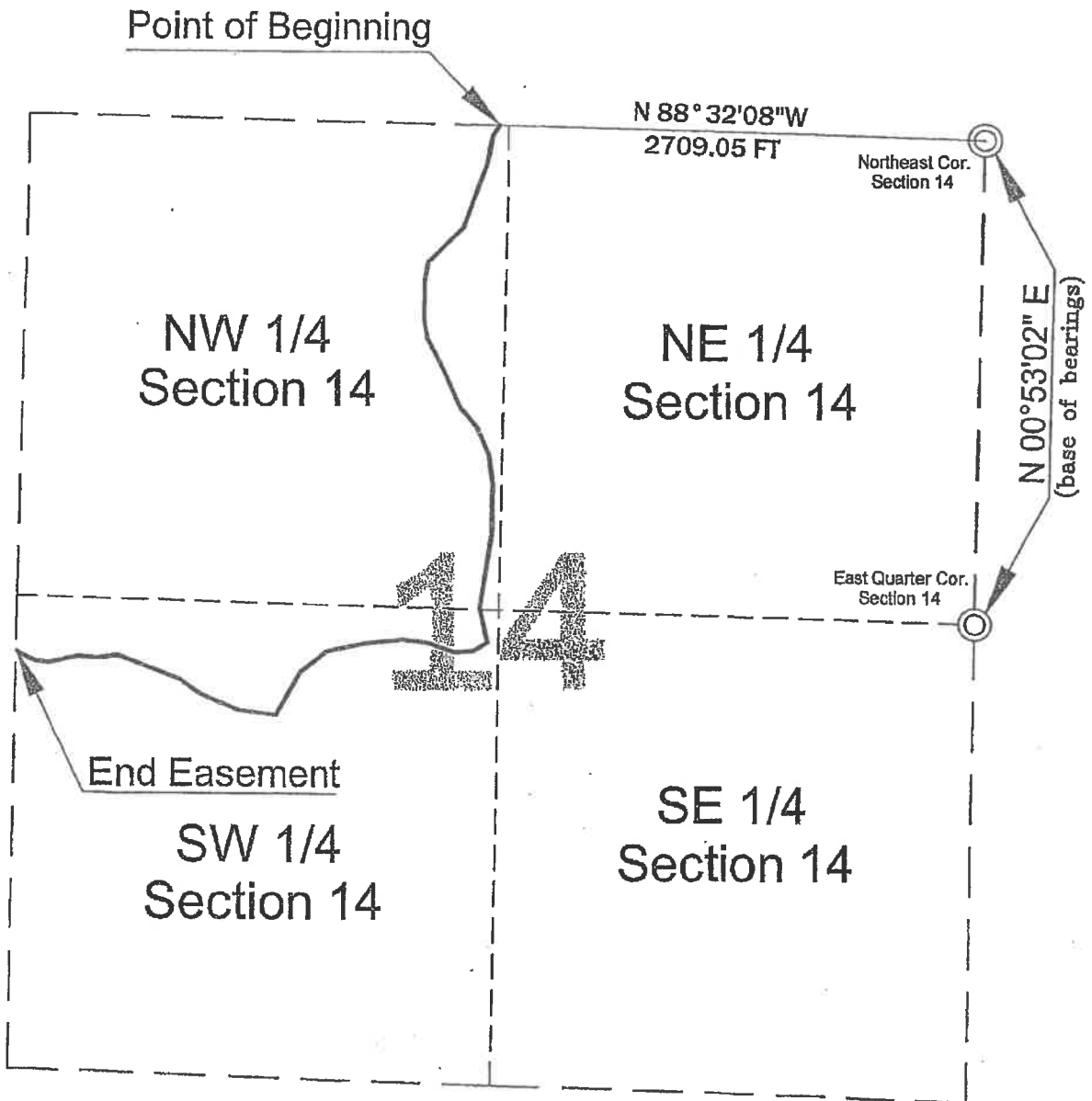


Exhibit B-3

ROADWAY EASEMENT

A 66.00 foot easement for ingress, egress and utility purposes centered over and across an existing road located in those parts of Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 15, Township 136 North, Range 33 West.

Wadena County, Minnesota

For Course details see "Exhibit A-3"

