

## 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 Three Thousand and No/100 Dollars (\$3,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to OTTO GENZ ("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 Wadena County, Minnesota, described as follows:

See attached Exhibit A; said easement is depicted on the survey drawing attached hereto as Exhibit B

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

Northwest Quarter of Northeast Quarter, Section 21, Township 136 North, Range 33 West

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; 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.

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 undivided property. No roadway constructed within the easement may be 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, denied or withdrawn in Grantor's discretion.

Grantor may, at its option and at its 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 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.

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 17 day of August, 2015.

POTLATCH MINNESOTA TIMBERLANDS, LLC, a  
Delaware limited liability company

By: [Signature]  
Name: Shawn K. Sunnarborg  
Title: Regional Mgr

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF Carlton )

The foregoing was acknowledged before me this 17 day of August, 2015, by Shawn K. Sunnarborg, the Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]

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

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)



## Exhibit A

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across the Northeast Quarter of the Northeast Quarter of Section 21, Township 136 North, Range 33 West, in Wadena County, Minnesota. Being 16.5 feet on each side of the following described centerline.

Commencing at the Southeast Corner of Section 21, Township 136 North, Range 33 West, thence North 01 degrees 18 minutes 47 seconds East, 4457.09 feet (assuming a line between the South Quarter Corner of Section 21, Township 136 North, Range 36 West, and the Northwest Corner of Section 2, Township 139 North, Range 33 West, bears South 88 degree 39 minutes 29 seconds East) to the actual point of beginning of the easement centerline to be described;

thence North 82 Degrees 15 Minutes 47 Seconds West for 102.98 Feet;  
thence North 83 Degrees 02 Minutes 28 Seconds West for 157.84 Feet;  
thence North 83 Degrees 56 Minutes 30 Seconds West for 112.70 Feet;  
thence North 71 Degrees 35 Minutes 10 Seconds West for 137.36 Feet;  
thence North 89 Degrees 44 Minutes 16 Seconds West for 87.93 Feet;  
thence South 80 Degrees 37 Minutes 30 Seconds West for 170.46 Feet;  
thence North 82 Degrees 04 Minutes 00 Seconds West for 132.49 Feet;  
thence South 83 Degrees 03 Minutes 58 Seconds West for 99.90 Feet;  
thence North 84 Degrees 08 Minutes 00 Seconds West for 116.26 Feet;  
thence North 75 Degrees 14 Minutes 01 Seconds West for 85.46 Feet;  
thence North 62 Degrees 42 Minutes 56 Seconds West for 112.04 Feet;  
thence North 47 Degrees 07 Minutes 26 Seconds West for 42.77 Feet.

To the West Line of the Northeast Quarter of the Northeast Quarter of Section 21, Township 136 North, Range 33 West. The sidelines of said easement to be lengthened or shortened to meet and terminate at said West Line.

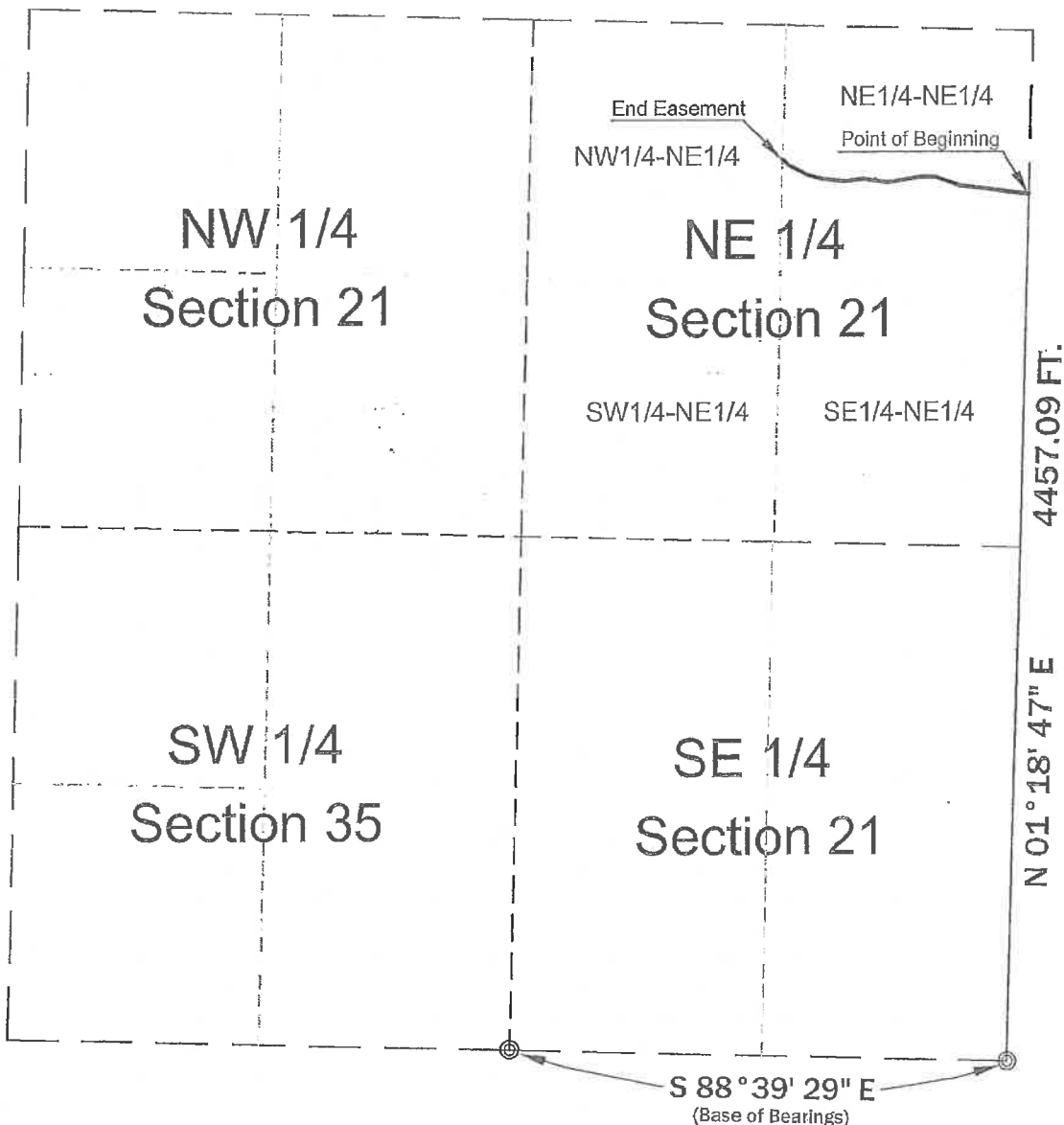
**"Exhibit B"**  
**ROADWAY EASEMENT**

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

**The Northeast Quarter of the Northeast Quarter,  
Section 21, Township 136 North, Range 33 West.**

**All in Wadena County, Minnesota**

For Course details see "Exhibit A"

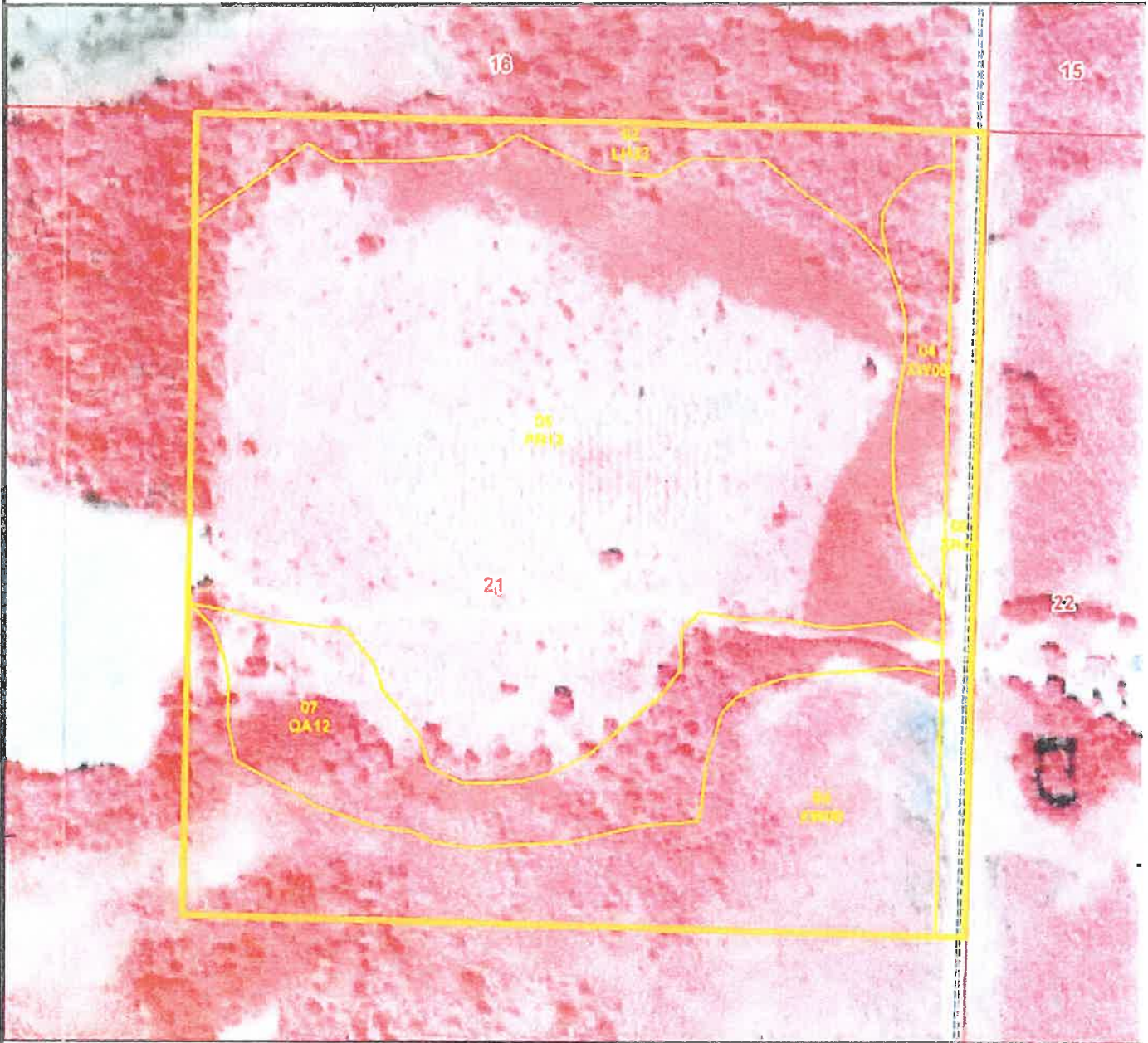


MD1A

Date: 7/2/2015

Scale: 1 inch = 0.05 miles

13633-21



SI#	S/E#	Acres	YEsl	BA	Avg DBH	YrInv	Cover	Type	Asp Cd/A	JP Cd/A	RP Cd/A	Spr Cd/A	Bal Cd/A	Maple Cd/A	Bx Cd/A	Ash Cd/A	Other SIWd Cd/A	Other HruWd Cd/A	Total Cd/A	Total Cords	Total CNS Tons/A	Total CNS Tons
00	1H33	2	1915	45.3	10.1	1997	Swamp	Historical	0.0	0.0	0.0	0.0	0.0	0.0	3.4	10.2	0.0	1.8	15.3	36.2	0.0	0.0
04	XW03	9	0	0.0	0.0	2005	NP - Swamps, Marshes	Bays	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
05	PR13	23	2001	0.0	0.0	2005	Red Pine	Plantation	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
06	XR03	2	0	0.0	0.0		NP - Access/Right-of-Way		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
07	OA12	5	2003	0.3	4.5	2009	Aspen		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

- Perennial Stream
- Intermittent Stream
- Interstate
- Paved US/State Highway
- County/Primary Road
- Secondary/Private Road
- Private Roads/Tie Ins
- County Boundary
- Township
- Section
- Logging Unit
- Management Block
- Stands

320  
269-8493  
P.O. Box 101  
Kila, MT 59920 \$3,000

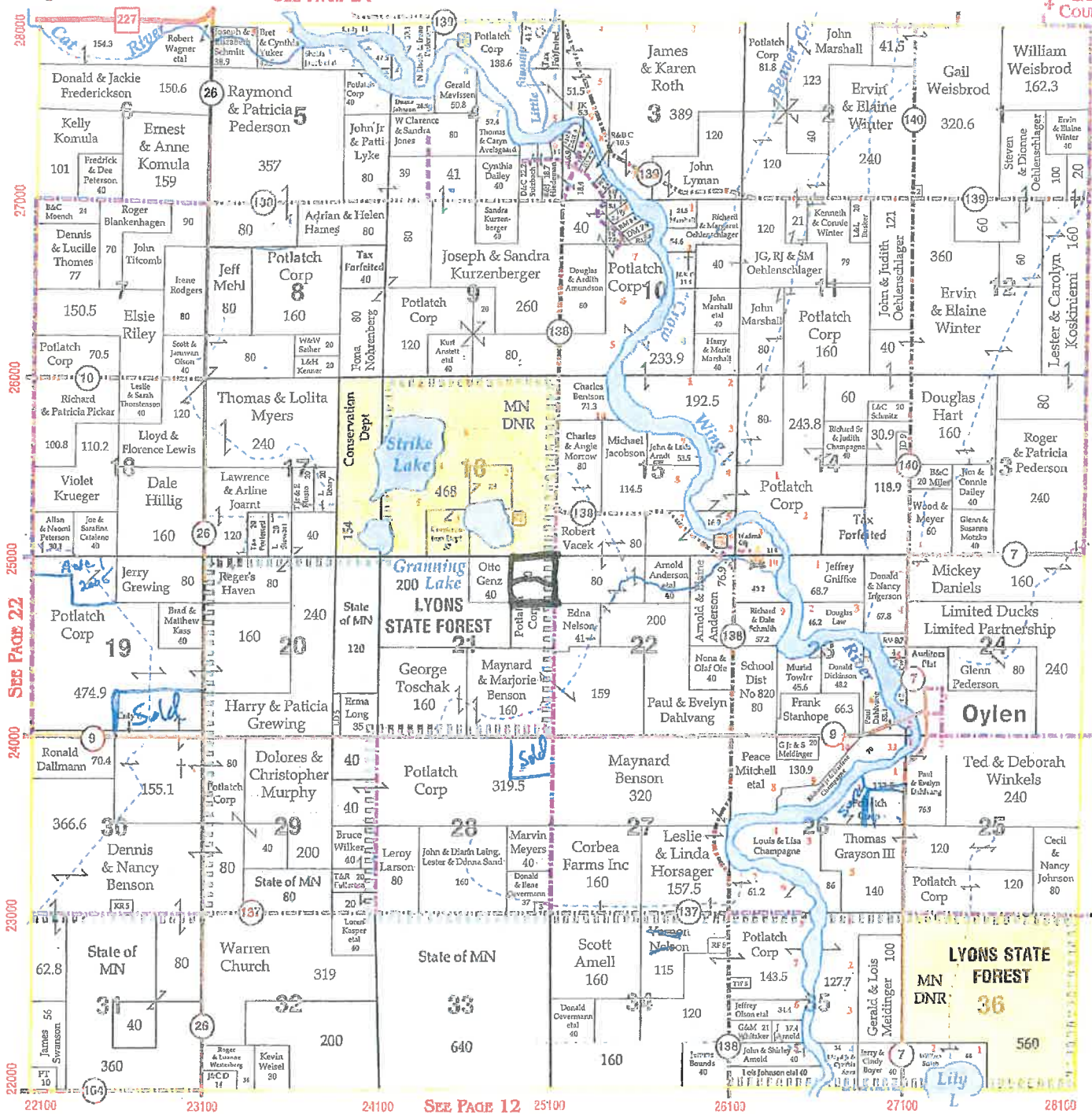
Jim Dahlvang's mail  
Easement across Potlatch  
to Otto Cruz's property  
Cruz owns  
NW 1/4 Sec. 21,  
T. 136 - R. 38





SEE PAGE 24

CASS COUNTY



SEE PAGE 12



# ALBERS REALTY

Garth & Peggy Albers  
Owners/Broker

Highway 10 East  
561 Ash Avenue N.E.  
Wadena, MN 56482

Buying, Selling, "Thinking" Call Albers!!  
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