

**OFFICE OF COUNTY RECORDER
WADENA COUNTY MINNESOTA**

I hereby certify that
this instrument # 216279

was filed/recorded in this office
for record on the 5th day of
October 2006 at 10:15 (am/pm)
Soledad Henriksen, Acting County Recorder

by: Soledad Henriksen

46.00 recording fee

- 0 - well certificate

Tract 46
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TRANSFER ENTERED THIS
5 DAY OF Oct
A.D. 20 06
Soledad Henriksen
County Auditor/Treasurer

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potlatch Forest Holdings, Inc., a Delaware corporation ("Grantor"), in consideration of the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Gregory A. Gorman and Tammy L. Gorman ("Grantee"), a permanent non-exclusive easement for ingress, egress and underground utility purposes, including the right to install, 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 Exhibit A

Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows: North Half of the Southwest Quarter of the Southwest Quarter of Section 20, Township 138 North, Range 33 West, 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; 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.

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 at its expense, relocate any roadway and utilities located within the easement, 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.

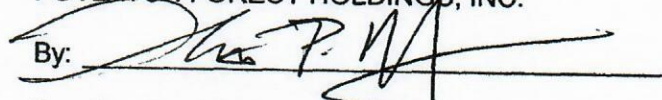
216279

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, but not for future subdivisions thereof. No roadway constructed within the easement may be improved beyond its current condition or 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 or withdrawn in Grantor's discretion.

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.

EXECUTED as of the 15th day of September, 2006.

POTLATCH FOREST HOLDINGS, INC.

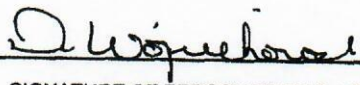
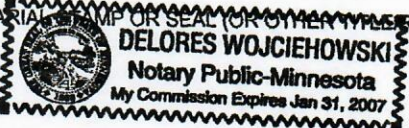
By: 

Its: Regional Resource Manager

STATE OF MINNESOTA)
) ss
COUNTY OF CARLTON)

The foregoing was acknowledged before me this 15th day of September, 2006, by Thomas Murn, the Regional Resource Manager of Pottlatch Forest Holdings, Inc., a Delaware corporation, on behalf of said corporation.

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


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OR SEAL (OR OTHER TYPE OF BANK)

DELORES WOJCIEHOWSKI
Notary Public-Minnesota
My Commission Expires Jan 31, 2007

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Exhibit A

A 33.00 foot easement over and across an existing road for ingress and egress purposes across those parts of the Southeast Quarter of the Southeast Quarter of Section 19, located in Township 138 North, Range 33 West, Wadena County, Minnesota, being 16.5 feet on each side of the following described centerline of existing roadway.

PT 04.019.3010

Commencing at the Southeast corner of Section 19; thence North 89 degrees 06 minutes 53 seconds West a distance of 372.24 feet (assuming a line between the Southeast corner of Section 19 and the South Quarter corner of Section 20 bears North 89 degrees 23 minutes 42 seconds West) to a Point on centerline of existing road said Point being the actual point of beginning of the easement centerline herein described:

thence North 03 degrees 44 minutes 39 seconds East a distance of 137.45 feet;
thence North 01 degrees 39 minutes 41 seconds East a distance of 326.02 feet;
thence North 02 degrees 09 minutes 35 seconds East a distance of 310.44 feet;
thence North 01 degrees 05 minutes 20 seconds East a distance of 243.47 feet;
thence North 21 degrees 41 minutes 27 seconds East a distance of 47.82 feet;
thence North 65 degrees 18 minutes 33 seconds East a distance of 52.10 feet;
thence North 79 degrees 34 minutes 31 seconds East a distance of 108.49 feet;
thence North 67 degrees 30 minutes 14 seconds East a distance of 198.68 feet;
more or less to the East line of the Southeast Quarter of the Southeast Quarter of said Section 19 Township 138 North Range 33 West and there said easement terminating.