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OFFICE OF THE COUNTY RECORDER  
CASS COUNTY, MINNESOTA  
CERTIFIED, FILED, AND/OR  
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KATHRYN M. NORBY  
CASS COUNTY RECORDER

BY SR \_\_\_\_\_ Dep

Acknowledged by Auditor-Treasurer's Office

By   
Deputy Auditor

Date: March 01, 2013

## 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 Six Thousand Dollars and No/100 (\$6,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to DOUGLAS W. BURKHOLDER, SR., and LINDA M. BURKHOLDER, husband and wife ("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 Cass County, Minnesota, described as follows:

See attached Exhibit A; said easement is depicted on Exhibit B

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

Northwest Quarter of Northwest Quarter, Section 15, Township 138, Range 32

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.

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 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 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.

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 January, 2013.

POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company

By: [Signature]


Name: \_\_\_\_\_  
Title: Regional Manager

STATE OF MINNESOTA )  
COUNTY OF Carlton ) ss

The foregoing was acknowledged before me this 17 day of January, 2013, by Shawn K Sunnarberg, 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**  
A Professional Association  
813 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3363 DCP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)  
 LESLI EIKANGER  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2014



### Exhibit A

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across the South One Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter all in Section 10, Township 138 North, Range 32 West and the North One Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter all in Section 15, Township 138 North, Range 32 West, Cass County, Minnesota and being 16.5 feet on each side of the following described centerline.

Commencing at the Northeast Corner of said Section 15, Township 138 North, Range 32 West, which is the actual point of beginning of the easement centerline to be described; assuming a line between the Northeast Corner of Section 10, Township 138 North, Range 32 West, and the Northeast Corner of Section 15, Township 138 North, Range 32 West, bears South 01 degrees 30 minutes 58 seconds West) of the easement centerline to be described;

thence North 83 Degrees 17 Minutes 48 Seconds West for 261.63 feet;  
thence South 87 Degrees 20 Minutes 39 Seconds West for 296.11 feet;  
thence North 89 Degrees 07 Minutes 49 Seconds West for 656.25 feet;  
thence South 80 Degrees 59 Minutes 45 Seconds West for 264.84 feet;  
thence North 85 Degrees 32 Minutes 10 Seconds West for 206.86 feet;  
thence South 85 Degrees 37 Minutes 33 Seconds West for 577.04 feet;  
thence North 76 Degrees 42 Minutes 15 Seconds West for 152.97 feet;  
thence North 89 Degrees 28 Minutes 59 Seconds West for 106.40 feet;  
thence South 81 Degrees 28 Minutes 47 Seconds West for 342.27 feet;  
thence North 77 Degrees 38 Minutes 59 Seconds West for 543.93 feet;  
thence North 83 Degrees 05 Minutes 38 Seconds West for 513.38 feet;  
thence South 89 Degrees 28 Minutes 58 Seconds West for 201.60 feet,

to the West line of the Southeast Quarter of the Southwest Quarter of Section 10, Township 138 North, Range 32 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said West line.

Easement is subject to the existing right-of-way across the Southeast Quarter of the Southeast Quarter said Section 10, Township 138 North, Range 32 West.

This instrument was drafted by: Shawn Sunnarborg, Potlatch Minnesota Timberlands, Inc, 105 Arch Street, Cloquet, MN 55720 218-879-0436

Note: Bearing and distances were provided by Potlatch Minnesota Timberlands, Inc.

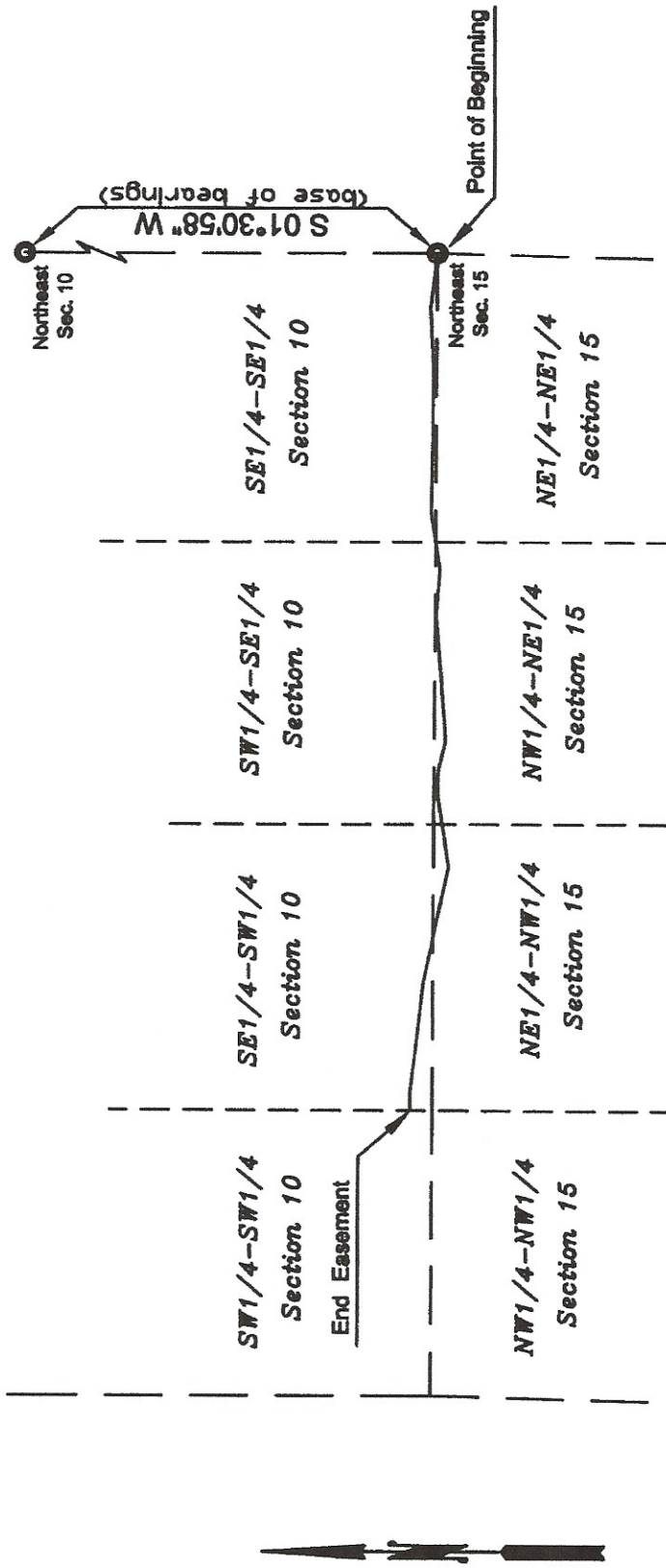


"EXHIBIT B"

# ROADWAY EASEMENT

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

South One Half of the Southeast Quarter, the Southeast Quarter of the Southwest Quarter all in section 10 Township 138 North Range 32 West and the North One Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter all in Section 15, Township 138 North, Range 32 West, Cass County, Minnesota



See Attached "EXHIBIT A" for Course Details.