

1950

CURRENT TAX CERTIFICATION
 () REQUIRED (X) NOT REQUIRED
 CERTIFICATE OF REAL ESTATE VALUE
 () FILED (X) NOT REQUIRED
 NO DELINQUENT TAXES-TRANSFER ENTERED
 DATE June 2 20 05
Rona Luukkonen BY Se
 CROW WING COUNTY AUDITOR
 TRANSFER # _____
 RE CODE: _____

Office of County Recorder }
 County of Crow Wing, MN }
 I hereby certify that the within instrument was filed
 in this office for record on the 2 day of June
 A.D. 2005 at 8 o'clock A.M.
 and was duly recorded as Doc. No. 0687748
 _____ County Recorder
 By Vicki Stange Deputy

T# 504256 504257 504258
 504259 504260 504261
 504262 504263

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is entered into as of the 16th day of May, 2005, by and among POTLATCH CORPORATION, a Delaware corporation ("Potlatch"), TAYLOR SECURITY INVESTMENTS, INC., a Minnesota corporation ("Taylor"), DENNIS J. GOODRICH and MELINDA GOODRICH, husband and wife ("Goodriches"), GERALD D. WEAVER and MARY WEAVER, husband and wife ("Weavers"), GLENN A. GRACE and ROXANNE GRACE, husband and wife ("Graces"), and LAND & CABINS, LLC, a Minnesota limited liability company ("Land & Cabins").

WHEREAS, Potlatch is the owner of real property located in the County of Crow Wing, State of Minnesota, described as follows, to-wit (the "Potlatch Property"):

a Southeast Quarter of Southwest Quarter, Southwest Quarter of Southwest Quarter, and Northwest Quarter of Southwest Quarter, Section 15, Township 137, Range 26; AND

a Northeast Quarter of Northeast Quarter, Northwest Quarter of Northeast Quarter, Southeast Quarter of Northeast Quarter, and Southwest Quarter of Southeast Quarter, Section 21, Township 137, Range 26; AND

b Northwest Quarter of Northwest Quarter, Northeast Quarter of Northwest Quarter, and Southwest Quarter of Northwest Quarter, Section 22, Township 137, Range 26; and

WHEREAS, Taylor is the owner of real property located in the County of Crow Wing, State of Minnesota, described as follows, to-wit (the "Taylor Property"):

RETURN TO Land & Cabins
24226 Lone Pine Rd.
Hinckley, Mn 55037

600222200000009
 600222300000009
 600211000000009
 600211400000009
 600214100000009
 600214300000009
 600153200000009
 600153300000009

a Northwest Quarter of Southeast Quarter, and Southwest Quarter of Northeast Quarter, Section 21, Township 137, Range 26; and

WHEREAS, Weavers, Goodriches and Graces are the owners of real property located in the County of Crow Wing, State of Minnesota, described as follows, to-wit (the "Weaver Property"):

a Northeast Quarter of Southeast Quarter, Section 21, Township 137, Range 26; and

WHEREAS, Land & Cabins is the owner of real property located in the County of Crow Wing, State of Minnesota, described as follows, to-wit (the "Land & Cabins Property"):

a Northeast Quarter of Southwest Quarter, Section 15, Township 137, Range 26; and

WHEREAS, the parties use and maintain a private driveway running in a general northeasterly direction from County Road No. 36, which runs in an easterly-westerly direction along the south line of Section 21, Township 137, Range 26, and the parties wish to better define the rights and obligations of all parties using the said private driveway; and

WHEREAS, the above named parties have agreed upon the Easement Agreement hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Potlatch, Taylor, Weavers, Goodriches, Graces, and Land & Cabins each hereby grant and convey to those parties to this Agreement whose land lies farther away from County Road No. 36, their respective successors, heirs and assigns, forever, a non-exclusive easement for the use and enjoyment for ingress, egress, driveway and underground utility purposes in, under and upon those parts of the following described real property crossing over the lands of each respective party:

See attached Exhibit A for centerline legal description of overall easement, which easement shall be 33 feet in width, being 16.5 feet on each side of the described centerline.

2. The parties hereto agree that the purpose of this Agreement shall be to establish an easement for ingress, egress,

driveway and utility purposes 33 feet in width for the mutual benefit of the Potlatch Property, Taylor Property, Weaver Property and Land & Cabins Property, and said easement shall be appurtenant to the said parcels as described herein. Each party hereto specifically acknowledges and agrees that its or their property shall be subject to said easement to the extent that said easement crosses over the lands of such party described herein. The intent herein is to create a private easement to be used by the parties hereto, their successors, heirs and assigns and not other members of the public.

3. This Agreement shall supercede in all respects any easement benefitting or burdening the property of each owner described herein, whether granted by deed, deed reservation, prescriptive or other use, document or instrument, or in any other fashion.
4. This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective successors, heirs and assigns.
5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.
6. The parties covenant each with the other that they will use their best efforts to keep the easement in a safe and usable condition during all seasons (except that parties not using the road during winter or spring months shall have no obligation to arrange or pay for snow removal, winter road maintenance, or repair of road rutting occurring as a result of use during the winter or spring breakup) and open to emergency and normal private vehicles. Except to the extent limited in paragraph 10(b) below, all parties shall share equally in maintenance of that portion of the roadway used by that party, to the extent of such use. Any and all other parties who make use of the roadway, by virtue of future land subdivision or otherwise, shall share in mutual responsibility for that portion of the roadway used by them. All maintenance and improvements done to the roadway shall be as mutually agreed upon in advance by the respective users, after an estimate of the cost has been obtained, if necessary. Owners using the roadway in accordance with the terms of this Agreement shall not park their vehicles or permit others to park vehicles on (or otherwise block) the roadway, without first obtaining permission from the other parties validly using the roadway.

7. The parties may by mutual agreement place and maintain a gate across the roadway at an agreed upon point. If the gate is to be locked, all parties using the roadway beyond said point shall be given an opportunity to provide their own lock for the gate, in which case each party having use of the gate shall be responsible for locking the gate after its or their use thereof.
8. The parties agree that any dispute or controversy arising under or relating to the terms and conditions of the easements or this Agreement shall be submitted to resolution through binding arbitration under the pertinent rules of the American Arbitration Association Act. The decision of the arbitrator shall be final and binding, and may be specifically enforced. All parties hereto waive any rights any may have to a jury trial regarding resolution of such disputes.
9. If a mortgagee holding a mortgage against property affected by this Agreement acquires the mortgaged property by foreclosure, deed in lieu of foreclosure, or otherwise, the property shall continue to be subject to this Agreement. Any mortgagee holding a mortgage against property subject to this Agreement shall not be liable for costs of repair or maintenance accruing prior to such an acquisition if the mortgagor has failed to pay an agreed upon share of repairs.
10. By acceptance hereof, each party other than Potlatch (a) acknowledges and agrees that Potlatch has conducted and will continue to conduct upon its property forestry management activities, including harvesting of timber, herbicide use, etc., (b) acknowledges and agrees that Potlatch shall have no obligation to repair or maintain the roadway located upon said easement; provided that if Potlatch, its agents, lessees, successors or assigns should use the road for logging purposes, they shall repair the road to substantially the same condition as before operations commenced, and (c) covenants and agrees to indemnify and hold Potlatch harmless from any and all liability arising out of or in connection with the use, construction, operation or maintenance of said easement in any manner by Grantee or Grantee's successors, heirs, assigns, invitees, contractors, or other parties using the easement with the permission or acquiescence of Grantee.
11. The parties acknowledge and agree that Potlatch and Taylor have entered into a separate Easement Agreement which provides Taylor a similar easement for a driveway veering northerly from the roadway described on attached Exhibit A, in the Southwest Quarter of Southeast Quarter of Section 21, Township 137, Range 26, and that no parties other than

Potlatch or Taylor shall have any rights to use or obligations to maintain the portions of said driveway which are not in common with the roadway described on attached Exhibit A.

12. 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 on attached Exhibit A, the location on the ground shall control and this Agreement shall be amended to modify the legal description of the centerline of the roadway, and the costs of any such amendment shall be shared equally by all parties using the roadway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Taylor

POTLATCH CORPORATION,
a Delaware corporation

TAYLOR SECURITY INVESTMENTS,
INC., a Minnesota corporation

By: _____
Name: _____
Title: Regional Resource Manager

By: President/PATRICIA A. TAYLOR
Name: Patricia A. Taylor
Title: PRESIDENT

Dennis J. Goodrich
DENNIS J. GOODRICH

Gerald D. Weaver
GERALD D. WEAVER

Melinda Goodrich
MELINDA GOODRICH

Mary Weaver
MARY WEAVER

Glenn A. Grace
GLENN A. GRACE

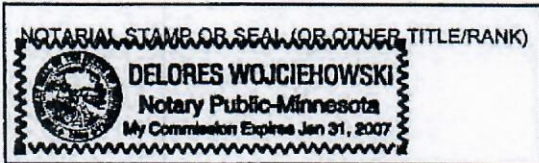
LAND & CABINS, LLC, a Minnesota
limited liability company

Roxanne Grace
ROXANNE GRACE

By: Land & Cabins LLC
Name: Owner/Manager
Title: owner/manager

STATE OF MINNESOTA)
) ss.
COUNTY OF CARLTON)

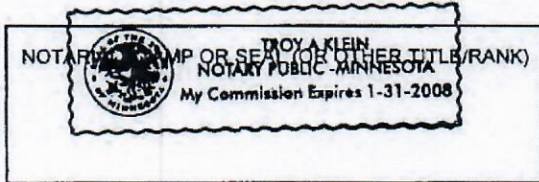
The foregoing instrument was acknowledged before me this 21st day of April, 2005, by Thomas Munn, the Regional Resource Manager of POTLATCH CORPORATION, a Delaware corporation, on behalf of said corporation.



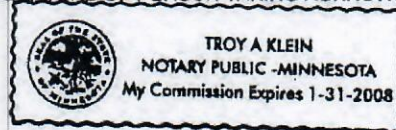
D. Wojciehowski
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 18th day of MARCH, 2005, by PATRICIA A. TAYLOR, the PRESIDENT of TAYLOR SECURITY INVESTMENTS, INC., a Minnesota corporation, on behalf of said corporation.



Troy A. Klein
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



STATE OF MINNESOTA)
) ss.
COUNTY OF Wright)

The foregoing instrument was acknowledged before me this 29 day of March, 2005, by DENNIS J. GOODRICH and MELINDA GOODRICH, husband and wife.



Diane Fales
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
3-29-05

STATE OF MINNESOTA)
COUNTY OF Wright) ss.

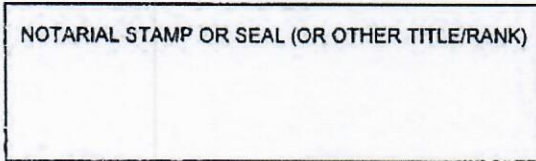
The foregoing instrument was acknowledged before me this 27th day of March, 2005, by GERALD D. WEAVER and MARY WEAVER, husband and wife.



Gerald D. Weaver Mary Weaver
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
Diane Fales
3-27-05

SOUTH CAROLINA
STATE OF MINNESOTA)
COUNTY OF YORK) ss.

The foregoing instrument was acknowledged before me this 11th day of April, 2005, by GLENN A. GRACE and ROXANNE GRACE, husband and wife.



Patricia W. Moody
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA)
COUNTY OF Kanabec) ss.

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by Brian Weidendorf, the owner/manager of LAND & CABINS, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

THIS INSTRUMENT WAS DRAFTED BY:
RUDY, GASSERT, YETKA & PRITCHETT
A Professional Association
123 Avenue C
Cloquet, MN 55720
218-879-3363 DCP

Marilyn J. Pearson
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2008

Exhibit A

Over and across those parts of the Southeast Quarter and the Northeast Quarter of Section 21, the Northwest Quarter of Section 22 and the Southwest Quarter of Section 15 all located in Township 137 North, Range 26 West, Crow Wing County Minnesota, located within a strip of land 33 feet wide, being 16.5 feet on each side of the following described centerline of existing roadway.

Commencing at the South Quarter corner of said Section 21; thence South 88 degrees 39 minutes 06 seconds East along the South line of the Southeast Quarter of Section 21 a distance of 842.50 feet to a Point on the centerline of the existing Public Road, Number 36, said Point being the actual point of beginning of the easement centerline herein described:

thence North 21 degrees 03 minutes 19 seconds West 37.98 feet;
thence North 02 degrees 24 minutes 16 seconds East 80.79 feet;
thence North 07 degrees 53 minutes 21 seconds West 142.33 feet;
thence North 06 degrees 06 minutes 35 seconds West 121.41 feet;
thence North 06 degrees 46 minutes 19 seconds West 131.6 feet;
thence North 17 degrees 48 minutes 36 seconds West 141.87 feet;
thence North 22 degrees 25 minutes 13 seconds West 98.26 feet;
thence North 04 degrees 14 minutes 17 seconds West 96.85 feet;
thence North 02 degrees 23 minutes 03 seconds West 127.92 feet;
thence North 36 degrees 33 minutes 28 seconds East 57.41 feet;
thence North 68 degrees 14 minutes 47 seconds East 110.21 feet;
thence North 58 degrees 18 minutes 12 seconds East 94.79 feet;
thence North 44 degrees 42 minutes 32 seconds East 106.93 feet;
thence North 49 degrees 49 minutes 27 seconds East 177.92 feet;
thence North 56 degrees 28 minutes 49 seconds East 62.25 feet;
thence North 64 degrees 28 minutes 57 seconds East 76.99 feet;
thence North 38 degrees 07 minutes 35 seconds East 41.28 feet;
thence North 19 degrees 52 minutes 05 seconds East 176.84 feet;
thence North 20 degrees 28 minutes 49 seconds East 59.91 feet;
thence North 04 degrees 59 minutes 12 seconds East 195.03 feet;
thence North 22 degrees 49 minutes 07 seconds East 43.99 feet;
thence North 33 degrees 55 minutes 46 seconds East 71.33 feet;
thence North 37 degrees 49 minutes 05 seconds East 151.16 feet;
thence North 51 degrees 12 minutes 16 seconds East 59.53 feet;
thence North 75 degrees 04 minutes 34 seconds East 45.75 feet;
thence South 86 degrees 30 minutes 29 seconds East 92.68 feet;
thence North 64 degrees 43 minutes 43 seconds East 47.22 feet;
thence North 40 degrees 16 minutes 36 seconds East 52.93 feet;
thence North 55 degrees 53 minutes 44 seconds East 71.03 feet;
thence North 47 degrees 23 minutes 30 seconds East 142.55 feet;
thence North 33 degrees 02 minutes 28 seconds East 112.54 feet;

thence North 69 degrees 10 minutes 01 seconds East 86.72 feet;
thence North 34 degrees 07 minutes 50 seconds East 79.64 feet;
thence North 25 degrees 00 minutes 16 seconds East 97.77 feet;
thence North 36 degrees 08 minutes 39 seconds East 132.21 feet;
thence North 28 degrees 11 minutes 31 seconds East 75.04 feet;
thence North 11 degrees 38 minutes 16 seconds East 93.6 feet;
thence North 04 degrees 04 minutes 24 seconds East 187.1 feet;
thence North 16 degrees 16 minutes 23 seconds East 166.24 feet;
thence North 09 degrees 59 minutes 53 seconds East 105.01 feet;
thence North 03 degrees 46 minutes 34 seconds West 505.86 feet;
thence North 14 degrees 13 minutes 30 seconds East 72.69 feet;
thence North 34 degrees 22 minutes 31 seconds East 83.68 feet;
thence North 50 degrees 56 minutes 11 seconds East 76.28 feet;
thence North 67 degrees 49 minutes 00 seconds East 72.48 feet;
thence North 79 degrees 55 minutes 53 seconds East 85.01 feet;
thence South 83 degrees 23 minutes 15 seconds East 88.09 feet;
thence South 69 degrees 30 minutes 06 seconds East 76.25 feet;
thence South 56 degrees 26 minutes 53 seconds East 69.43 feet;
thence South 49 degrees 34 minutes 12 seconds East 59.29 feet;
thence South 69 degrees 18 minutes 42 seconds East 50.79 feet;
thence North 66 degrees 17 minutes 48 seconds East 40.57 feet;
thence North 56 degrees 35 minutes 42 seconds East 77.83 feet;
thence North 70 degrees 08 minutes 01 seconds East 86.06 feet;
thence North 61 degrees 08 minutes 48 seconds East 46.02 feet;
thence North 29 degrees 40 minutes 31 seconds East 108.49 feet;
thence North 66 degrees 35 minutes 46 seconds East 53.39 feet;
thence North 66 degrees 15 minutes 26 seconds East 185.89 feet;
thence North 58 degrees 43 minutes 42 seconds East 56.8 feet;
thence North 50 degrees 00 minutes 54 seconds East 48.19 feet;
thence North 26 degrees 30 minutes 42 seconds East 41.53 feet;
thence North 11 degrees 37 minutes 53 seconds East 98.91 feet;
thence North 22 degrees 12 minutes 44 seconds East 77.26 feet;
thence North 41 degrees 27 minutes 32 seconds East 105.41 feet;
thence North 30 degrees 29 minutes 20 seconds East 65.4 feet;
thence North 20 degrees 36 minutes 03 seconds East 110.52 feet;
thence North 23 degrees 05 minutes 57 seconds West 55.03 feet;
thence North 30 degrees 07 minutes 34 seconds West 42.71 feet;
thence North 26 degrees 18 minutes 13 seconds West 58.78 feet;
thence North 26 degrees 23 minutes 21 seconds West 96.48 feet;
thence North 39 degrees 44 minutes 08 seconds West 135.78 feet;
thence North 49 degrees 59 minutes 53 seconds West 56.71 feet;
thence North 24 degrees 38 minutes 53 seconds West 30.72 feet;
thence North 21 degrees 31 minutes 30 seconds East 34.59 feet;
thence North 32 degrees 31 minutes 11 seconds East 92.08 feet;

thence North 24 degrees 31 minutes 07 seconds East 85.27 feet;
thence North 30 degrees 22 minutes 49 seconds East 73.04 feet;
thence North 43 degrees 21 minutes 46 seconds East 94.2 feet;
thence North 56 degrees 42 minutes 56 seconds East 78.43 feet;
thence North 69 degrees 08 minutes 51 seconds East 71.84 feet;
thence North 42 degrees 44 minutes 21 seconds East 125.19 feet;
thence North 25 degrees 09 minutes 26 seconds East 51.84 feet;
thence North 08 degrees 21 minutes 12 seconds East 141.28 feet;
thence North 01 degrees 34 minutes 01 seconds West 192.79 feet;
thence North 18 degrees 08 minutes 54 seconds East 312.32 feet;
thence North 04 degrees 03 minutes 16 seconds West 46.09 feet;
thence North 24 degrees 09 minutes 59 seconds West 222.21 feet;
thence North 37 degrees 59 minutes 34 seconds West 103.29 feet;
thence North 26 degrees 14 minutes 34 seconds West 116.33 feet;
thence North 09 degrees 59 minutes 18 seconds East 37.49 feet;
thence North 36 degrees 37 minutes 03 seconds East 299.43 feet;
thence North 51 degrees 24 minutes 31 seconds East 68.72 feet;
thence North 54 degrees 40 minutes 50 seconds East 19.00 feet;
more or less, to the West line of said Northeast Quarter of the
Southwest Quarter of Section 15 and there said easement terminating.