

COPY

(Reserved for Recording Information)

Easement I.D. No. 49-05-09-04

AMENDMENT TO PERPETUAL CONSERVATION EASEMENT

This Amendment to Perpetual Conservation Easement, made this 23rd day of December, 2013, is made between the State of Minnesota, by and through its Board of Water and Soil Resources, (hereinafter referred to as "State") and Potlatch Lake States Timberlands, LLC (hereinafter referred to as "Grantors").

WHEREAS, the Grantors conveyed to the State a Perpetual Army Compatible Use Buffer Conservation Easement, ID. No. 49-05-09-04 (hereinafter referred to as "Perpetual Conservation Easement") by conveyance document dated October 14, 2009, and recorded in the Office of the County Recorder for Morrison County on October 16, 2009, as Document No. 495513; and

WHEREAS, the real property subject to the Perpetual Conservation Easement is legally described in the legal description attached herein; and

WHEREAS, the State and Grantor(s) wish to amend the terms of the original Perpetual Conservation Easement; and

WHEREAS, the State does not object to this amendment as it is consistent with the conservation purposes of the Perpetual Conservation Easement and will not alter the intended use of or detrimentally affect the property under easement; and

WHEREAS, the State is authorized to release, modify and otherwise alter conservation easements pursuant to Minn. Stat. section 84C.02(a).

NOW, THEREFORE, the State and the Grantors hereby amend the Perpetual Conservation Easement as follows:

1. Clause 1 is deleted in its entirety and replaced with:

Shall establish and maintain any required vegetative or structural practices in accordance with the Conservation/Management Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Any amendment to the Conservation/Management Plan shall be mutually agreed to by the landowner, the SWCD and the State.

2. Clause 2 is deleted in its entirety and replaced with:

Shall allow the underlying land subject to this Easement Area to be subdivided only for the purpose of establishing smaller parcels of land in agricultural use or to accommodate the construction of permitted dwellings on 1 excluded building sites such that only one dwelling can be built on each excluded building site and only with the written approval of the Board.

[Note: The number of parcels above will equal the number of building site exclusions planned in the original easement.]

3. Clause 5 is deleted in its entirety and replaced with:
Shall not use the underlying land subject to this Easement to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, open space, or natural resource use or extraction under

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT PROGRAM
ACKNOWLEDGMENT FOR CORPORATION/PARTNERSHIP
(make additional copies of completed form as needed)

STATE OF Washington
COUNTY OF Spokane

The attached Board of Water and Soil Resources Conservation Easement Program document was
acknowledged before me this 18 day of December, 2013

by William R. DeReu, Vice President
(Name of Officer and Title) _____ of _____

Potlatch Lake States Timberlands, LLC a Corporation
(Name of Partnership/Corporation) _____

under the laws of Minnesota on behalf of the Corporation
(Notary Stamp or Seal)

Bridget Joireman
(Signature of Notary)
4-1-17
(date my commission expires)



This instrument was drafted by:

State of Minnesota
Board of Water and Soil Resources
520 Lafayette Rd.
St. Paul, MN 55155

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

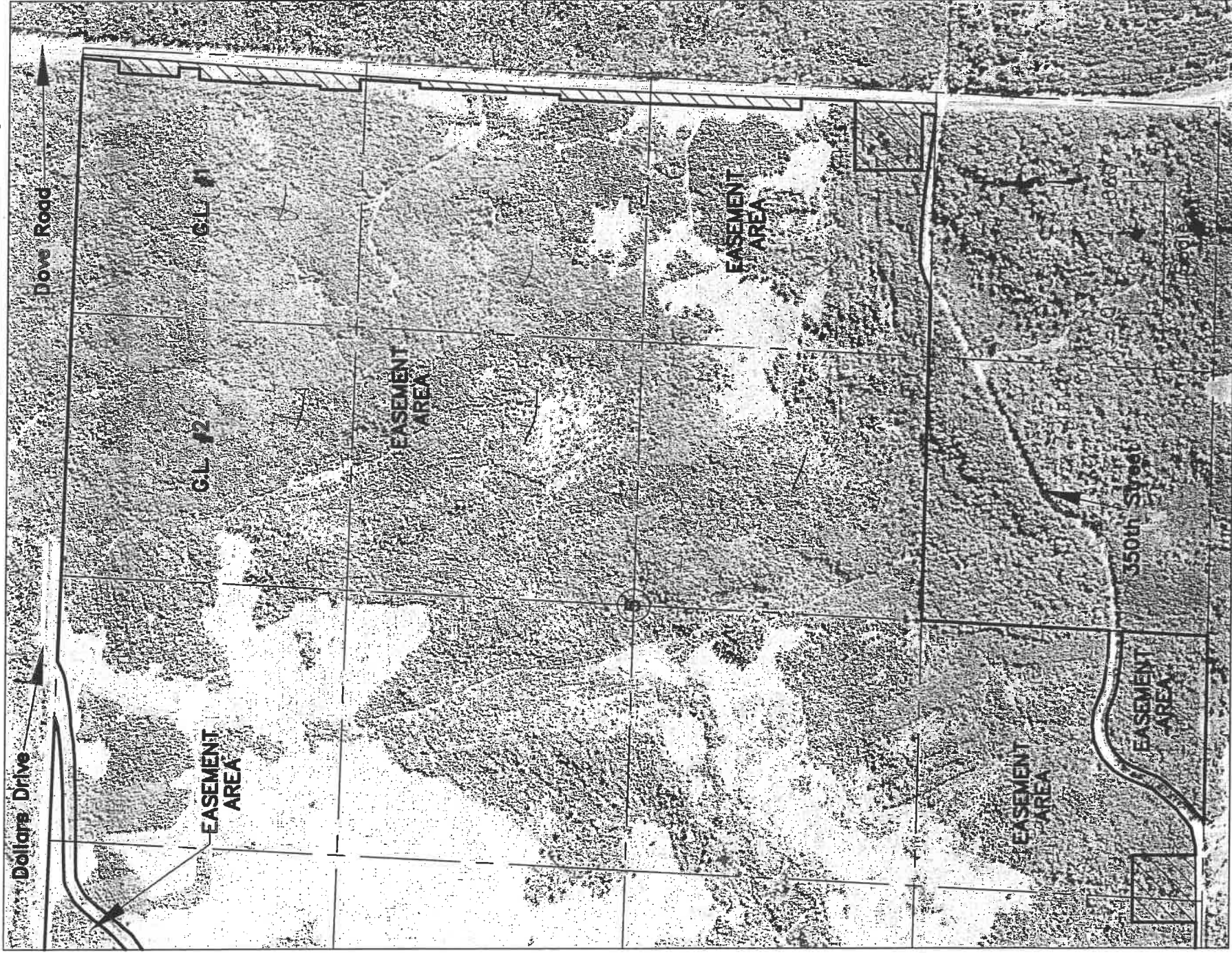
This is not a legal survey and not intended for use as a survey plat.

That part of G.L. #1 (NE1/4 of the NE1/4), G.L. #2 (NW1/4 of the NE1/4), that part of the S1/2 of the NE1/4, and that part of the N1/2 of the SE1/4 lying Westerly of the Dove Road right-of-way and Northerly of the 350th Street right-of-way, and that part of the W1/2 of Section 5 lying Northerly and Southerly of the Dollars Drive right-of-way and Northerly and Southerly of 350th Street right-of-way, G.L. #1 (NE1/4 of the NE1/4), the SE1/4 of the NE1/4, lying Northerly and Southerly of the Dollars Drive right-of-way, the SW1/4 of the NE1/4 lying Southerly and Easterly of the Dollars Drive right-of-way, and that part of the SE1/4 of Section 6 lying Northerly of the 350th Street right-of-way, all in T. 132 N., R. 30 W., and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT 'A'

This map delineates the easement area(s) referred to in the attached easement conveyance. *This is not a legal survey, and not intended for use as a survey plat.*

Section 5 T. 132 N., R. 30 W., Morrison County



Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND



Center of Section



Boundary of Described Lands



Lands Included in Easement



Lands Not Included in Easement

Section/Quarter/Sixteenth Line

STATE OF MINNESOTA Easement I.D. No: 49-05-09-04
 BOARD OF WATER AND SOIL RESOURCES Map 2 of 2
 CONSERVATION EASEMENT
 EXHIBIT 'A'

This map delineates the easement area(s) referred to in the attached easement conveyance. *This is not a legal survey, and not intended for use as a survey plat.*

Section 5/6 T. 132 N., R. 30 W., Morrison County



Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND

- Center of Section
- ▭ Easement Area
- ▨ Lands Included in Easement
- ▩ Lands Not Included in Easement
- Section/Quarter/Sixteenth Line

**PERPETUAL ARMY COMPATIBLE USE BUFFER CONSERVATION EASEMENT
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES**

This conservation easement, hereinafter referred to as "Easement", is made this 14th day of October 2009 between Podiatz Lake States Timberlands, LLC hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the "State".

WISNESSETH

WHEREAS, Minn. Stat. Sec. 103F.501 et. seq., Minn. Statutes 84.95 and 84C, and Minn. Stat. Sec. 103B.101, subd. 9, authorize the State to acquire conservation easements on lands to preserve open space consistent with Camp Ripley's Army Compatible Use Buffer (ACUB) Project; AND WHEREAS the State has entered into an agreement with the U.S. National Guard Bureau to secure easements in the ACUB Project priority areas; AND WHEREAS, the Grantors are the owners of eligible lands within the ACUB project priority area, and desire to convey such lands as a perpetual ACUB conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of One Million One Hundred Three Thousand One Hundred Thirty-seven and 20/100 DOLLARS (\$1,103,137.20), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth in Minn. Stat. Sec. 103F.501 et. seq. and Minn. Stat. Sec. 103B.101, subd. 9 and all rules adopted thereto, over and upon the following described land situated in the County of Morrison State of Minnesota, to-wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.

The Easement covers only that portion of the parcel delineated as the "EASEMENT AREA" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 881.1 acres, of which 0.0 acres are not monetarily compensated by the State but are subject to the terms of the Easement. The easement area is subject to all prior easements, roadways, and mineral rights of record.

No rights are granted to the general public for access to or entry upon the lands described herein.

FURTHER, the Grantors represent and warrant that there are no hazardous substances pollutants or contaminants in or on the easement area, and that the Grantors, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants or contaminants in or on the easement area.

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State to enter upon the easement area for the purpose of inspection and enforcement of this Easement. Access route can utilize existing driveways, field roads, etc.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall not subdivide, either legally or physically, lands under Easement and agree to operate and maintain all lands in a manner that will be compatible with the mission of military operations at Camp Ripley. In addition, Grantor agrees to establish and maintain any required vegetative or structural practices in accordance with the Conservation/Management Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Any amendment to the Conservation/Management Plan shall be mutually agreed to by the landowner, the SWCD and the State.
2. Shall not be allowed to transfer any development rights associated with the lands under easement to any location outside the easement area, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.
3. Shall not undertake any residential, industrial, or commercial development projects with this easement, including maintenance and upgrades to existing structures shall be permitted, as well as construction of outbuildings that constitute an independent business enterprise as a single landowner occupied farming operation.
4. Shall not hold the State or the National Guard Bureau responsible for any negative impact on production, health or overall well-being of any present or future livestock.
5. Shall not use any portion of the Easement area acreage to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, or open space under otherwise applicable laws, regulations, or ordinances controlling land use.
6. Shall not use the property for dumping, storage, processing or landfill of solid or hazardous wastes, including municipal sewage sludge and/or bio-solids application.
7. Shall not extract or mine any gravel, rock, topsoil or minerals from the site by surface or subsurface mining.
8. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.
9. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.

2 L.A. SWCD A/R 4b-

(6)

10. Shall not alter wildlife habitat, natural features, or other management practices on the easement area as described in the Conservation/Management Plan, without the prior written approval of the State.
11. Shall be responsible for the restoration of the easement area to the condition described in the Conservation/Management Plan after any lawful installation, repair, improvement or inspection necessary to maintain a public or legal private drainage system or public utility system.
12. Shall notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
13. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
14. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
15. Other provisions: Shall be responsible for the restoration of the easement area to the condition described in the Conservation/Management Plan, within a reasonable timeframe and at Grantor's expense, after damage or alteration in relation to any prior reservation of a mineral interest or mineral rights.

Further, the following rights are conveyed to Grantee:

1. to monitor and enforce the terms of this Easement that are intended to preserve and protect the agricultural and forestry viability of the Property;
2. to monitor and enforce the terms of this Easement that are intended to preserve and protect the Conservation Values of the Property;
3. to enter the Property at reasonable times to monitor the terms of this Easement; and
4. to enforce the terms of this Easement to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features that may be damaged by any inconsistent activity or use.

FURTHER, this Easement shall be enforceable by the State as provided in Minn. Stat. Sec. 103F 515, Subd. 9, and/or by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of limiting development, protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, if Grantee fails to carry out its duties under this Easement, the United States shall have the same rights as the Grantee. Should Grantee, its successors or assigns allow the Property to be used for a purpose inconsistent with this Easement, in terms and conditions not in a manner inconsistent with the mission of Camp Ripley, the Secretary of the Army, through an authorized official, shall, at his discretion, in accordance with the requirements of 10 U.S.C. 2684a(d)(4) have the right to demand the transfer of this easement to the United States, or a third party nonprofit corporation organized and existing under the laws of Minnesota, as a tax exempt public charity under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code, qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions and also meeting the definition of an eligible entity under 10 U.S.C. 2684a(b). Should such a transfer occur, the purposes, terms and conditions of this easement shall continue to run with the land and be binding on the United States or other transferee.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT

POTLATCH LAKE STATES TIMBERLANDS, LLC

William R. DeRetz
William R. DeRetz

STATE OF Minnesota
COUNTY OF Crow Wing

The foregoing instrument was acknowledged before me this
14th day of October, 2014

by See attached Acknowledgment for Corporation/Partnership.
(Notary Stamp or Seal)



Notary Signature R. L. Osterloh
Commission expires on 1/31/2014

Instrument Drafted By: **Board of Water and Soil Resources**
520 Lafayette Rd.
St. Paul, MN 55155

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT PROGRAM

ACKNOWLEDGMENT FOR CORPORATION/PARTNERSHIP

STATE OF Minnesota
COUNTY OF Crow Wing

The attached Board of Water and Soil Resources Conservation Easement Program document was
acknowledged before me this 14 day of October, 2009 of

by William R. DeRen, Vice President
(Name of Officer and Title)

Potlatch Lake States Timberlands, LLC a Corporation
(Name of Partnership/Corporation)

under the laws of Delaware on behalf of the Corporation

(Notary Stamp or Seal)



[Signature]
(Signature of Notary)

11/31/2014
(Date my commission expires)



Doc. # 495513
OFFICE OF COUNTY RECORDER
MORRISON COUNTY, MINNESOTA
Fee: \$46.00 Pages: 6
Certified, filed and/or Recorded on: October 16, 2009 2:00 PM
Eida Mae (Bunny) Johnston, Recorder
Well Certificate [] Received
Received from: LARSON ABSTRACT
Returned To: LARSON ABSTRACT
PO BOX 387
LITTLE FALLS, MN 56345



Doc. # 3887
Office of the Registrar of Titles
Morrison County, Minnesota Vol 8 Cert # 1437
Fee: \$46.00 Pages: 6
Certified, filed, and/or Recorded on: October 16, 2009 2:00 PM
Eida Mae (Bunny) Johnston, Registrar of Titles
Well Certificate [] Received
Received from: LARSON ABSTRACT
Returned To: LARSON ABSTRACT
PO BOX 387
LITTLE FALLS, MN 56345

This instrument was drafted by:

State of Minnesota
Board of Water and Soil Resources
520 Lafayette Rd.
St. Paul, MN 55155

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

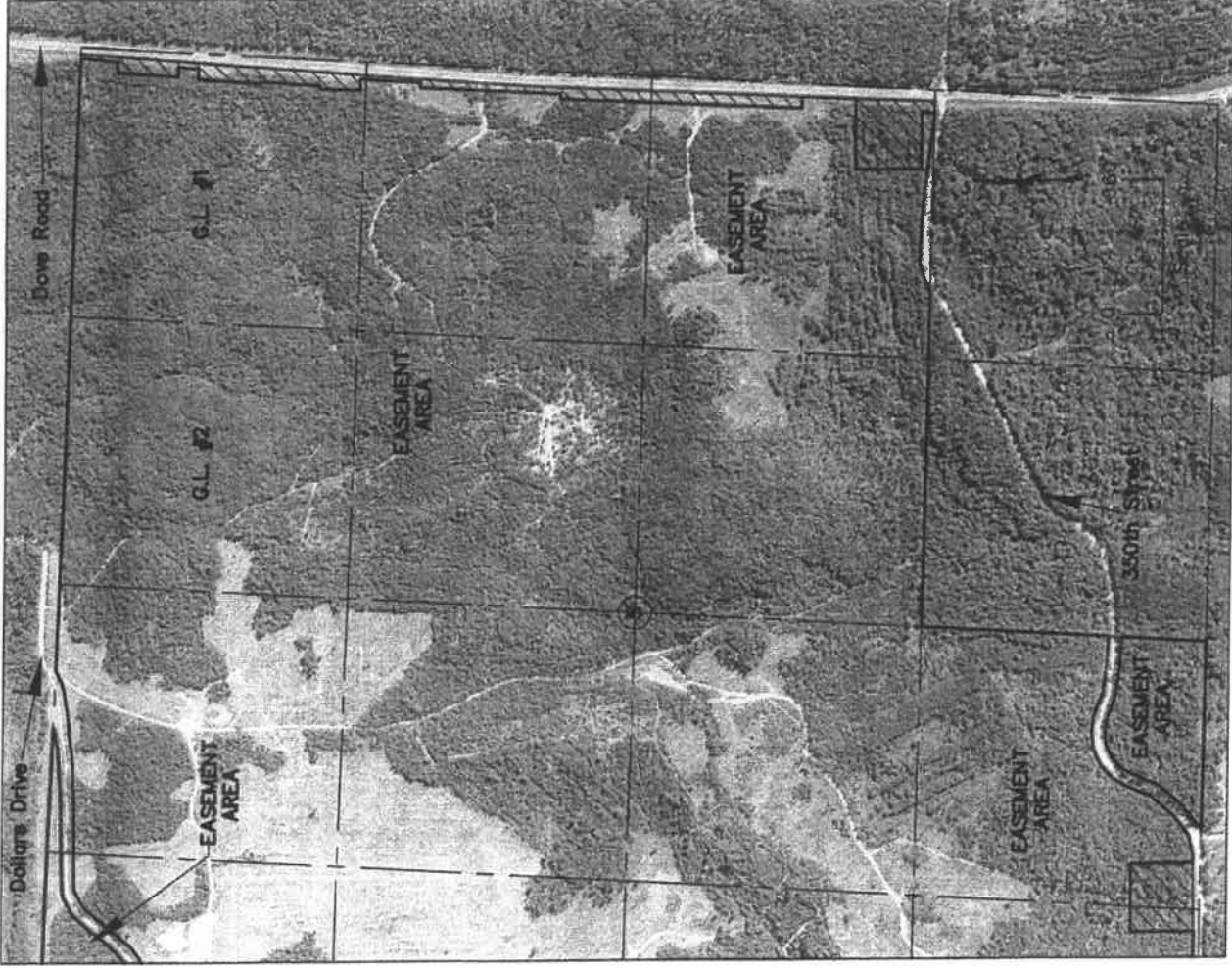
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That part of G.L. #1 (NE1/4 of the NE1/4), G.L. #2 (NW1/4 of the NE1/4), that part of the S1/2 of the NE1/4, and that part of the N1/2 of the SE1/4 lying westerly of the Dove Road right-of-way and northerly of the 350th Street right-of-way, and that part of the W1/2 of Section 5 lying northerly and southerly of the Dollars Drive right-of-way and northerly and southerly of 350th Street right-of-way, G.L. #1 (NE1/4 of the NE1/4), Drive right-of-way, G.L. #1 (NE1/4 of the NE1/4) of the Dollars Drive right-of-way, the SW1/4 of the NE1/4 lying southerly and easterly of the Dollars Drive right-of-way, and that part of the SE1/4 of Section 6 lying northerly of the 350th Street right-of-way, all in T. 132 N., R. 30 W., and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT 'A'

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Section 5 T. 132 N., R. 30 W., Morrison County



Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND



Center of Section



Boundary of Described Lands



Lands Included in Easement

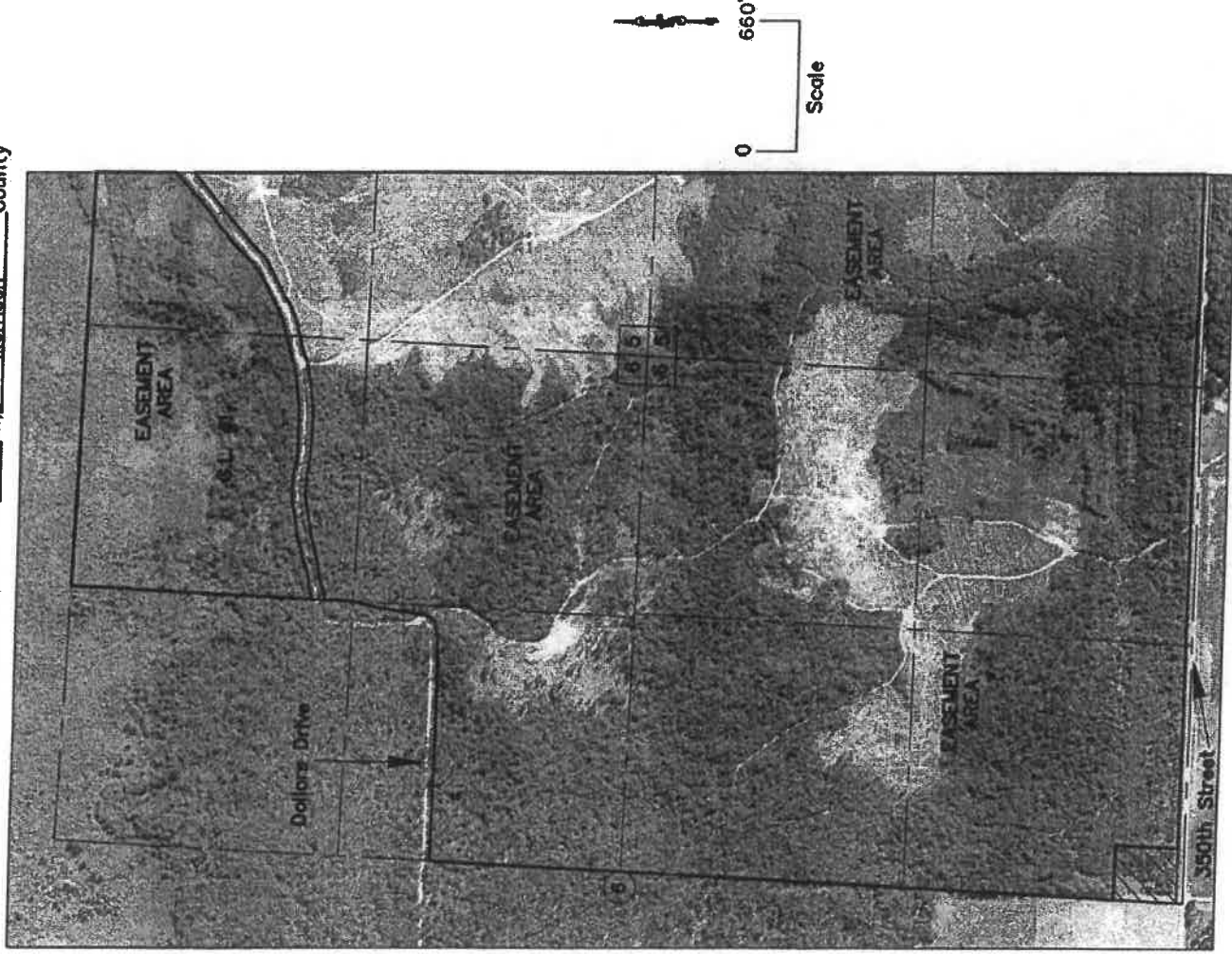


Lands Not Included in Easement

STATE OF MINNESOTA Easement I.D. No: 49-05-09-04
 BOARD OF WATER AND SOIL RESOURCES Map 2 of 2
 CONSERVATION EASEMENT
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This map delineates the easement area(s) referred to in the attached easement conveyance. *This is not a legal survey, and not intended for use as a survey plat.*

Section 5/6 T. 132 N., R. 30 W., Morrison County







Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND

-  Center of Section
-  Boundary of Described Lands
-  Lands Included in Easement
-  Lands Not Included in Easement

**CONSERVATION PLAN
STATE OF MINNESOTA CONSERVATION EASEMENTS
FOR THE ARMY COMPATIBLE USE BUFFER PROGRAM**

CONSERVATION EASEMENT ID: 49-05-09-04 COUNTY: MORRISON
TOTAL EASEMENT ACRES: 881.1 (SCANDIA VALLEY)
EASEMENT DURATION: PERPETUAL
PRINCIPAL LANDOWNER NAME: POTLATCH FOREST HOLDINGS, INC.
ADDRESS: 105 ARCH STREET, CLOQUET, MN 55720

This Conservation Plan is part of the Conservation Easement, which is recorded on the land title. Any willful action not in compliance with the Conservation Plan is a direct violation of the Conservation Easement which is enforceable by State Law.

The Grantors, all successors, assigns, and heirs, as identified in the Conservation Easement and herein collectively referred to as "Landowners", are required to maintain the use of the property when conveyed in this easement, for the duration of the Conservation Easement. The Landowners are utilizing this property for agricultural purposes and will remain doing so, but are not restricted from developing additional conservation practices as desired in cooperation with the Morrison Soil and Water Conservation District.

Landowner will maintain all lands in the easement area in a manner that will be compatible with the missions of Camp Ripley. Residential, Commercial, or Industrial development is prohibited within the easement area. Dumping, storage, processing, or landfill of solid or hazardous materials is prohibited. Landowner shall not extract or mine any gravel, rock, topsoil or minerals in the easement area by surface or sub-surface mining. Since the mineral rights of this property were not dissolved, and may possibly be extracted at some future date, Potlatch agrees to provide a reclamation plan and will bear responsibility for it's completion in the event of any mineral rights activity.

Description of land use is as follows:

The corporate owned land within the ACUB easement area is wooded forest land with a couple of isolated pocket of Type 6 shrub swamp wetlands in which there is and ongoing practice of planting and harvesting of timber. A comprehensive "Forest Management Plan" is on file at the Morrison SWCD, which will be updated as required. The corporation is currently leasing the land for hunting and recreational purposes and may continue to do so. The logging road network currently in place may continue to be used and maintained to support the harvest of timber. Additional roads to support the timber harvest may be constructed but "Best Management Practices" must be implemented during construction. Food plots may be planted to enhance the land and habitat. The wetland areas are protected under the MN Wetland Conservation Act. The property may be used as it is currently, which includes timber harvest, hunting, and recreational activities. Any changes from the current use of this property will be by mutual agreement with the SWCD. The landowner may continue to work with the SWCD on any changes to agricultural practices that may be desired and may take advantage of cost-shared practices both state and federal.

The State may state cost-share establishment of conservation practices in accordance with MN, State Cost Share Statutes section 103F.515.

I hereby agree to and acknowledge my obligations associated with this Conservation Plan.



William R. DeReu, Vice President
Potlatch Forest Holdings, Inc.

October 14, 2009

date



Authorized SWCD Representative

10/16/09

date

**Potlatch Forest Holding Inc.
Sec. 5 Twp. 132 Rng. 30 (Scandia Valley)
ACUB #49-05-09-04
590.4 Acre Easement**



Easement Boundary



Section Boundary

- 612.3 Acre Parcel**
- 10 Acre Future Building Site Exclusion**
- 11.9 Acre Road-Right-of-Way**
- 590.4 Acre Easement**



0 550 1,100 2,200 Feet

1 inch equals 900 feet



**Potlatch Forest Holdings, Inc.
Sec. 6 Twp. 132 Rng. 30 (Scandia Valley)
ACUB #49-05-09-04
290.7 Acre Easement**



-  **Easement Boundary**
-  **Section Boundary**
- 297.8 Acres Parcel**
- 2.5 Acre Future Building Site Exclusion**
- 4.5 Acre Road-Right-of-Way**
- 290.7 Acre Easement**