

## EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaw are 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 JAMES ANDERSON ("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 St. Louis County, Minnesota, described as follows:

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

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

South Half of Northeast Quarter, Section 4, Township 60 North, Range 21 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 end 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 fallure 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 Grantes, and not other members of the public. The easement granted herein is intended for use by the owner(s) of Grantee's undivided property. Grantor shall have the right to grant and convey

rights and privileges for use of the road to federal, state and local authorities. 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	2 day	of
•		POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaw are limited liability company  By: Name: Strang A Sun Interior Title: Company
STATE OF MINNESOTA	) ) 88 )	• • •
The foregoing was acknown as the second of Potlar company, on behalf of said limits	wledged <u>(                                    </u>	before me this // day of ////////// the //////// esota Timberlands, LLC, a Delaw are limited liability y company.

This instrument was Drafted By:

RUDY, GASSERT, YETKA, PRITCHETT & HELWIG, P.A.
813 Cloquet Avenue
Cloquet, MN 85720
(216) 879-3363 DCP

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10 January 31, 2014

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