

N/C

CURRENT TAX CERTIFICATION
 () REQUIRED (X) NOT REQUIRED
 CERTIFICATE OF REAL ESTATE VALUE
 () FILED (X) NOT REQUIRED
 NO DELINQUENT TAXES-TRANSFER ENTERED
 DATE December 6, 2006
Richard A. Erickson BY [Signature]
 CROW WING COUNTY AUDITOR
 TRANSFER # 200610619
 RE CODE:

Certificate Number	<u>16665</u>
Vol. <u>54</u>	Page <u>265</u>
STATE OF MINNESOTA } COUNTY OF CROW WING } ss.	
OFFICE OF THE REGISTRAR OF TITLES	
This is to certify that the within instrument was filed in this office on the <u>6</u> day of <u>November</u> A.D. <u>2006</u>	
at <u>8</u> o'clock <u>A</u> M	
<u>[Signature]</u> REGISTRAR OF TITLES	
By <u>Patricia Subhan</u> DEPUTY	

0187307

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potlatch Forest Holdings, Inc., a Delaware corporation ("Grantor"), in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Crow Wing County, a municipal corporation under the laws of the State of Minnesota ("Grantee"), a permanent non-exclusive easement for ingress, egress purposes, including the right to install, maintain and repair roadways as necessary, over, across and under the following described property in Crow Wing 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 Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33, Township 136 North, Range 26 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 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.

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.

RETURN TO Sand Dept

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16665-54-265

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EXHIBIT A

The centerline of a 16.5 foot ingress egress easement over and across the following described property:

That part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), Section 33, Township 136 North, Range 26 West, Crow Wing County, Minnesota, more specifically described as follows:

Commencing at the west quarter corner of said Section 33, thence S 88° 01' 16" E, 1219.40 feet to the Point of Beginning of the centerline to be described; thence S 10° 05' 49" E, 88.42 feet, thence S 10° 26' 19" W, 68.63 feet; thence S 21° 54' 26" E, 93.02 feet; thence S 08° 19' 29" W, 78.55 feet; thence S 26° 32' 55" W, 141.05 feet; thence S 56° 31' 05" W, 142.79 feet; thence S 59° 59' 13" W, 102.36 feet; thence S 71° 56' 45" W, 45.58 feet; thence S 47° 23' 58" W, 82.40 feet; thence S 16° 50' 01" W, 158.94 feet; thence S 08° 08' 29" W, 68.66 feet to the centerline of the now traveled County State Aid Highway number 11 and there terminating, from which the Point of Commencement bears N 41° 55' 52" W, 1218.96 feet.

The side lines of said easement shall be prolonged or shortened at the center line of now traveled CSAH 11 and the north line of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$.

Note: Bearing and distances were provided by Don Sigety, County Surveyor, MN. Reg. 23945.