

FIBO

A-46
T-46

CURRENT TAX CERTIFICATION
 () REQUIRED (✓) NOT REQUIRED
 CERTIFICATE OF REAL ESTATE VALUE
 () FILED (✓) NOT REQUIRED
 NO DELINQUENT TAXES-TRANSFER ENTERED
 DATE January 26, 20 09
Sebastian A. Erickson BY JK
 CROW WING COUNTY AUDITOR
 TRANSFER # 0900688, 0900689
 RE CODE: 21035440000009 PT
60002110000009 PT

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 26 day of JAN
 A.D. 2009 at 5 o'clock P M
 and was duly recorded as Doc. No. 0758613

[Signature] County Recorder
 By [Signature] Deputy

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potlatch Forest Holdings, Inc., a Delaware corporation ("Grantor"), in consideration of the sum of Three Thousand four hundred fifteen and 00/100 Dollars (\$3,415.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Daniel Steward and Ann Marie Steward ("Grantee"), a permanent non-exclusive easement for ingress, egress and underground utility purposes, including the right to install, maintain and repair roadways and facilities as necessary, over, across and under the following described property in Crow Wing County, Minnesota, described as follows:

See attached Exhibit A

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Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows: the Northwest Quarter of the Northeast Quarter and Government Lot 3, all in Section 2, Township 137 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.

RETURN TO Grant Rapids Abet Co.
215 NW 1st Ave.
Grant Rapids, MN 55744

(613) 76793-256-293

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Exhibit A

An easement for ingress, egress and utility purposes over, under and across the Southeast Quarter of the Southeast Quarter of Section 35, Township 138 North, Range 26 West, and the Northeast Quarter of the Northeast Quarter of Section 2, Township 137 North, Range 26 West, Crow Wing County, Minnesota described as follows:

Part A:

A 33.00 foot wide easement across an existing road described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Southeast Quarter Section 35; Township 138 North, Range 26 West; thence North 00 degrees 31 minutes 53 seconds East, along the West line of the Southeast Quarter of the Southeast Quarter a distance of 492.14; feet (assuming a line between the South Quarter corner and the Southwest corner of the Southeast Quarter of the Southeast Quarter Section 35 bears North 89 degrees 24 minutes 45 seconds East) to the actual point of beginning of the easement centerline to be described;

thence South 47 degrees 45 minutes 57 seconds East a distance of 74.36 feet;
thence South 13 degrees 22 minutes 58 seconds East a distance of 134.13 feet;
thence South 03 degrees 16 minutes 08 seconds East a distance of 127.28 feet;
thence South 18 degrees 56 minutes 04 seconds West a distance of 98.71 feet;
thence South 16 degrees 59 minutes 59 seconds West a distance of 82.64 feet;
thence South 20 degrees 07 minutes 47 seconds West a distance of 12.57 feet;
more or less to the to the South line of the Southeast Quarter of the Southeast Quarter of Section 35, Township 138 North, Range 26 West and there said easement terminating . The sidelines of said easement "Part A" to be lengthened or shortened to meet and terminate at said South line.

Part B:

A 50.00 foot wide easement across the Westerly 50 feet of the Northerly 960 feet of the Northeast Quarter of the Northeast Quarter of Section 2, Township 137 North, Range 26 West

Part C:

A 33.00 foot wide easement across an existing road described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter Section 02; Township 137 North, Range 26 West; thence South 00 degrees 33 minutes 31 seconds West, 942.30 feet (assuming a line between the North Quarter corner and the Northwest corner of the Northeast Quarter of the Northeast Quarter Section 02 bears North 89 degrees 24 minutes 45 seconds East) to the actual point of beginning of the easement centerline to be described;
thence South 24 degrees 14 minutes 48 seconds East a distance of 117.78 feet;
thence South 20 degrees 08 minutes 41 seconds West a distance of 113.07 feet;
thence South 12 degrees 05 minutes 01 seconds West a distance of 63.31 feet;
thence South 02 degrees 24 minutes 59 seconds West a distance of 68.61 feet;

thence South 24 degrees 12 minutes 50 seconds East a distance of 68.06 feet;
thence South 19 degrees 10 minutes 40 seconds East a distance of 21.50 feet;
more or less to the to the South line of the Northeast Quarter of the Northeast
Quarter of Section 02, Township 137 North, Range 26 West and there said
easement terminating. The sidelines of said easement "Part C" to be lengthened
or shortened to meet and terminate at said South line.

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

Note: Bearing and distances were provided by Potlatch Forest Holdings, Inc.