

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That William E. Hodgden and Mya W. Hodgden "Grantors", 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 Potlatch Forest Holdings, Inc., a Delaware corporation ("Grantee"), a permanent non-exclusive easement for ingress, egress and utility purposes, including the right to install, maintain and repair roadways and facilities as necessary, over, across and under the following described property owned by Grantors in Wadena 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: the North Half of the Northeast Quarter of Section 13, Township 137, Range 33 and the Southeast Quarter of the Southeast Quarter of Section 12, Township 137, Range 33.

By acceptance of the deed to which this exhibit is attached, Grantors: (a) acknowledges and agrees that Grantee 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 Grantee shall have 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, but shall have no obligation to repair or maintain any roadway located within the easement; and (c) covenants and agrees that Grantee shall not be liable to Grantors 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 Grantors in connection with or related to the use, construction, operation or maintenance of the easement in any manner by Grantors, or other parties using the easement with the permission or acquiescence of Grantors, and Grantors agrees to indemnify and hold Grantee 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 the easement hereby reserved shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantors. Grantors may, at its expense and upon obtaining the prior consent of Grantee, 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 Grantors provides a legal description of the newly located centerline and bears all costs associated with amending this easement to reflect such relocation.

The intent herein is to reserve a private easement. The easement granted herein is intended

Exhibit A

A 33.00 foot easement over and across those parts of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 13, located in Township 137 North, Range 33 West, all in Wadena County, Minnesota, being 16.5 feet on each side of the following described centerline.

Commencing at the South Quarter corner of Section 13; thence North 00 degrees 54 minutes 22 seconds East a distance of 1299.94 feet (assuming a line between the Southwest corner of Section 13 and the South Quarter corner of Section 13 bears South 89 degrees 26 minutes 16 seconds East) thence North 88 degrees 24 minutes 13 seconds East a distance of 16.5 feet to a Point, said Point being the actual point of beginning of the easement centerline herein described: thence North 00 degrees 51 minutes 24 seconds East a distance of 2443.75 feet; thence North 50 degrees 13 minutes 27 seconds East a distance of 261.53 feet; more or less to the North line of the Southwest Quarter of the Northeast Quarter of said, Section 13, Township 137 North, Range 33 West and there said easement terminating.