(3)

CURRENT TAX CERTIFICATION

() REQUIRED (A) NOT REQUIRED
CERTIFICATE OF REAL ESTATE VALUE

() FILED (A) NOT REQUIRED

NO DELINQUENT TAXES-TRANSFER ENTERED

DATE LINEARY 28 20 07

AULINIA (A) LINEARY 28 20 07

TRANSFER # 0702 09 8,0702 09 9 17

RE CODE: 520334400A00009

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 A.D. day of A.D. at o'clock M. and was duly recorded as Doc. No.

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potlatch Forest Holdings, Inc., a Delaware corporation ("Grantor"), in consideration of the sum of Sixteen Thousand Dollars (\$16,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to the Town of Center, a political subdivision of the State of Minnesota and Secluded Land Company, LLC, a Wisconsin limited liability company ("Grantees"), a permanent non-exclusive easement intended to be a public road under the jurisdiction of the Town of Center, a political subdivision of the State of Minnesota 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

Until such time as said easement may be established as a Town road pursuant to action of the Town of Center, said easement shall be appurtenant to and benefit the property owned by Grantee, Secluded Land Company, LLC, described as follows: Government Lots 1 and 2 in Section 34, Township 135, Range 27, Crow Wing County.

By acceptance hereof, Grantees: (a) acknowledge and agree 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) acknowledge and agree 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) covenant and agree that Grantor shall not be liable to Grantees 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 Grantees in connection with or related to the use, construction, operation or maintenance of the easement in any manner by Grantees, or other parties using the easement with the permission or acquiescence of Grantees, and Grantee Secluded Land Company, LLC 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 Secluded Land Company, LLC. Until such time as said roadway may be established as a public road, Grantor may, at its option and at its expense, relocate any roadway and utilities located within the easement, provided that said relocation is substantially

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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.

Until such time as said easement may be established as a Town road by the Town of Center, 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.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this Agreement. This Agreement is intended to be perpetual in nature, being binding upon Grantor and Grantees and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantees" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantees.

EXECUTED as of the 23 day of February, 2007.

POTLATCH FOREST HOLDINGS, INC.

By: A

STATE OF MINNESOTA)

COUNTY OF CARLTON)

The foregoing was acknowledged before me this 23" day of February, 2007, by Thomas Mun, the Resource Manager of Potlatch Forest Holdings, Inc., a Delaware corporation, on behalf of said corporation.

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This Instrument was Drafted By:

RUDY, GASSERT, YETKA & PRITCHETT A professional Association 123 Avenue C Cloquet, MN 55720 (218) 879-3363



Exhibit A

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A 66.00 foot wide easement for public right-of-way purposes over and across that part of the East Half of the Southeast Quarter of Section 33, Township 135 North, Range 27 West, Crow Wing County, Minnesota, the centerline of said easement is described as follows:

Commencing at the East Quarter Corner of said Section; thence South 00 degrees 23 minutes 49 seconds East, assumed bearing, along the east line of said Southeast Quarter 1249.31 feet to the point of beginning of the centerline to be herein described; thence South 49 degrees 52 minutes 19 seconds West 177.40 feet; thence Southwesterly 198.01 feet along a tangential curve concave to the Southeast having a radius of 400.00 feet and a central angle of 28 degrees 21 minutes 44 seconds; thence South 21 degrees 30 minutes 35 seconds West tangent to said curve 314.88 feet; thence Southerly 67.37 feet along a tangential curve concave to the East having a radius of 100.00 feet and a central angle of 38 degrees 35 minutes 53 seconds; thence South 17 degrees 05 minutes 18 seconds East tangent to said last described curve 34 feet, more or less, to the centerline of Sorenson Lake Road and said easement centerline there terminating.

The sidelines of said easement shall terminate on said East line and the Northerly right-of-way line of said Sorenson Lake Road.