

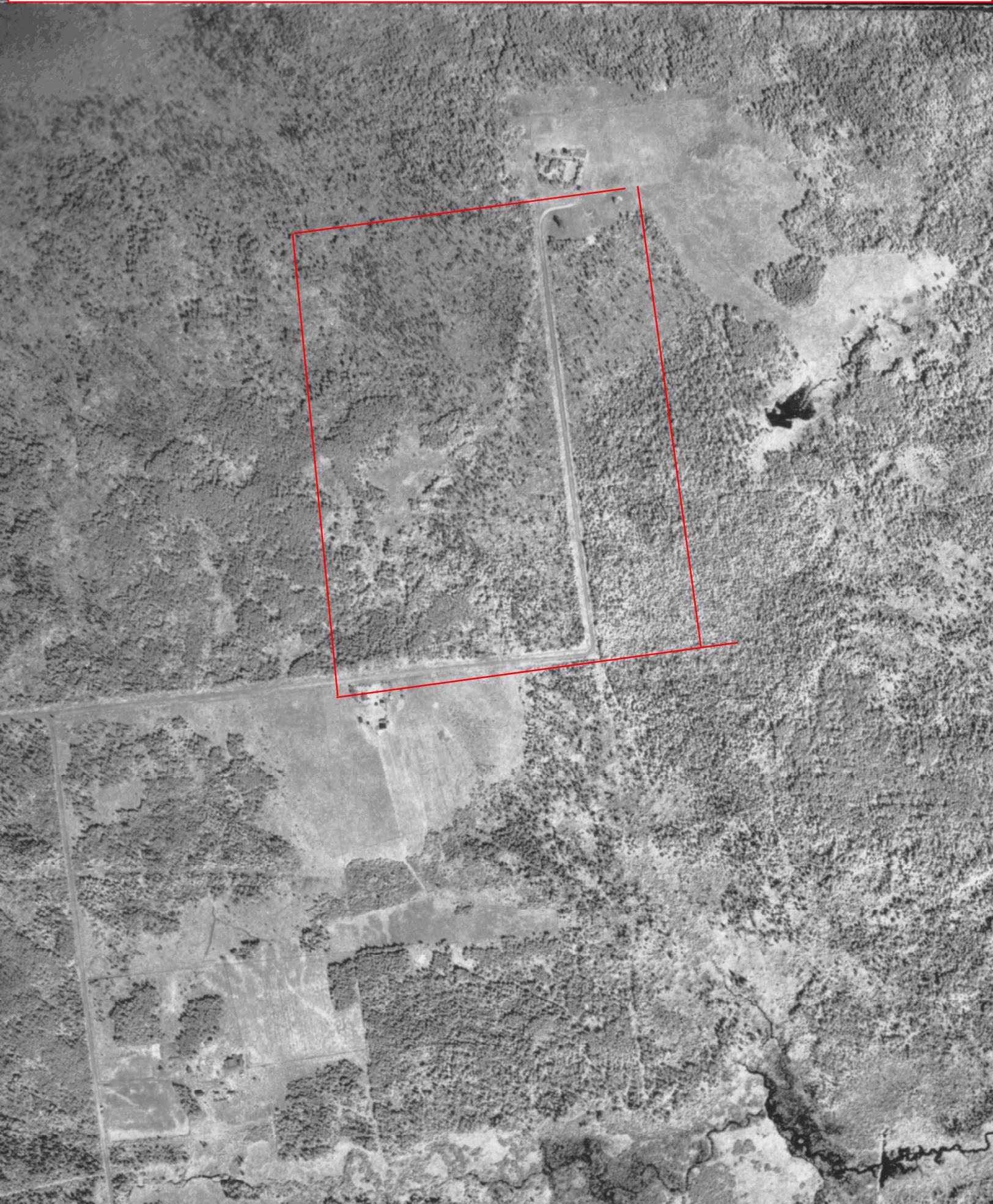
Berklund Road Aerial Photo 1940



EASTMAN PHOTOGRAPHIC NITRATE

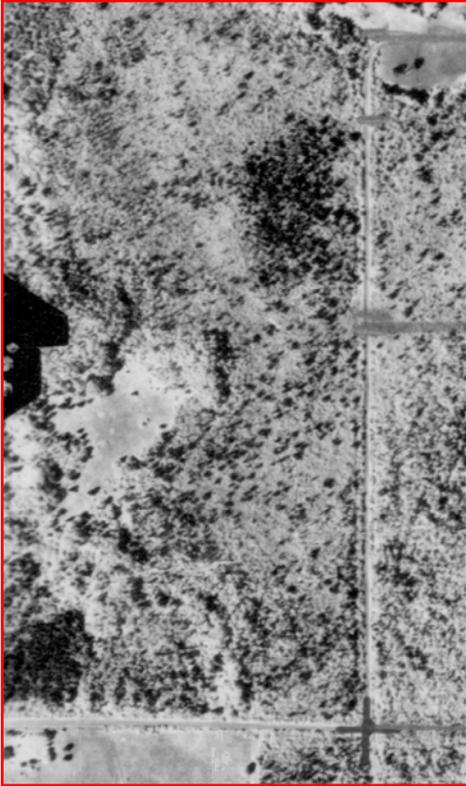
EA

Berklund Road Aerial Photo 1948



Berklund Road Aerial Photo 1961

18



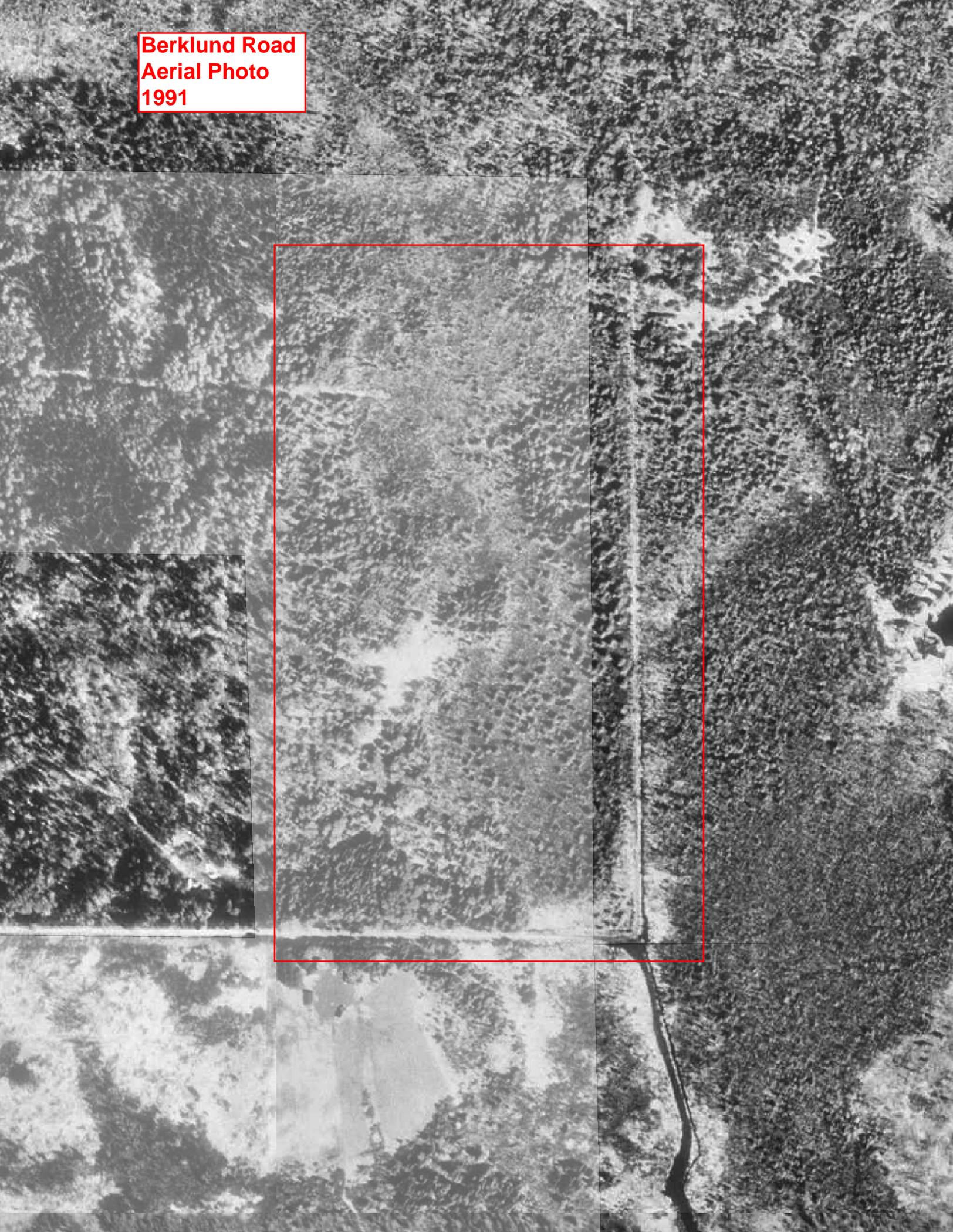
19



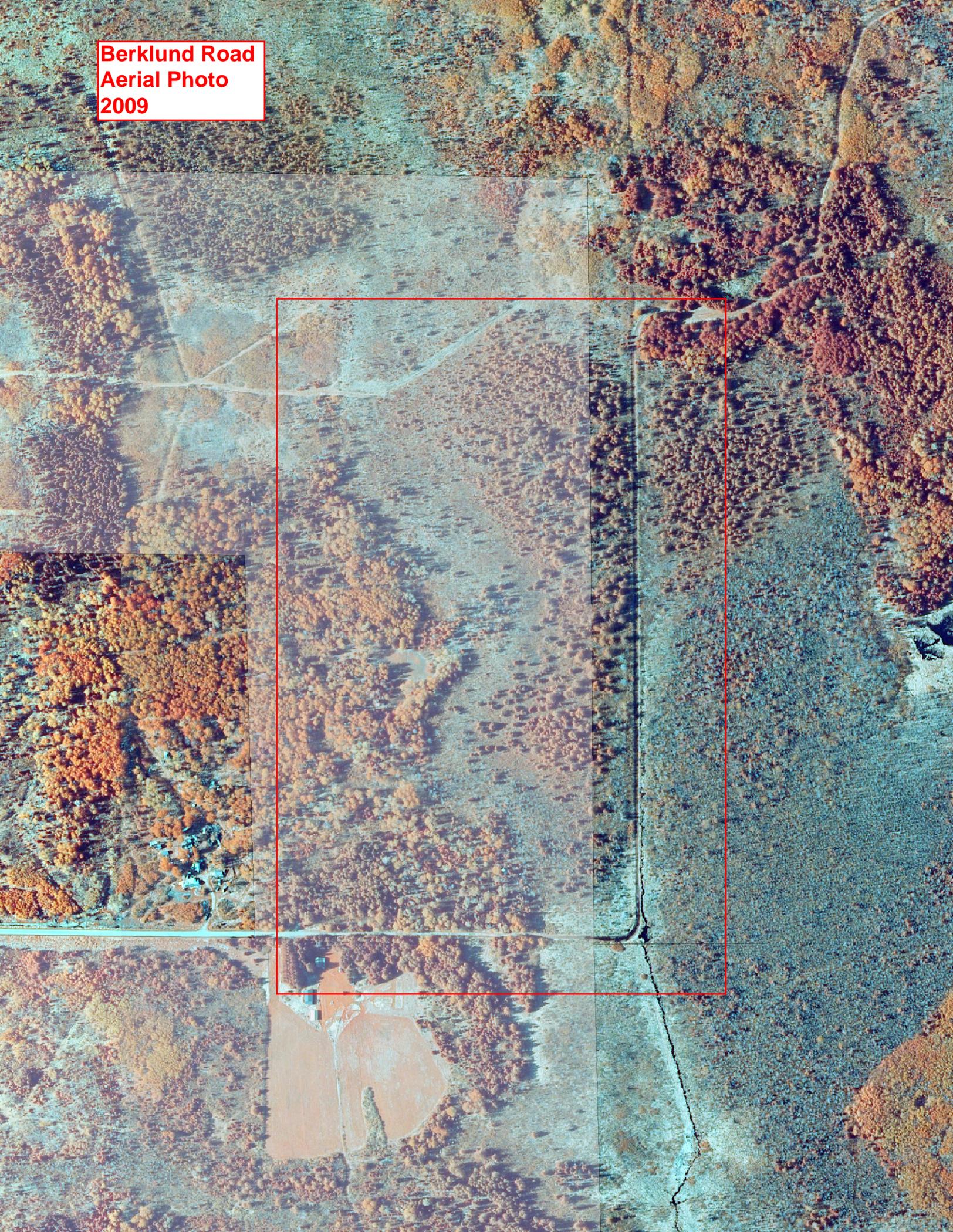
Berklund Road Aerial Photo 1972



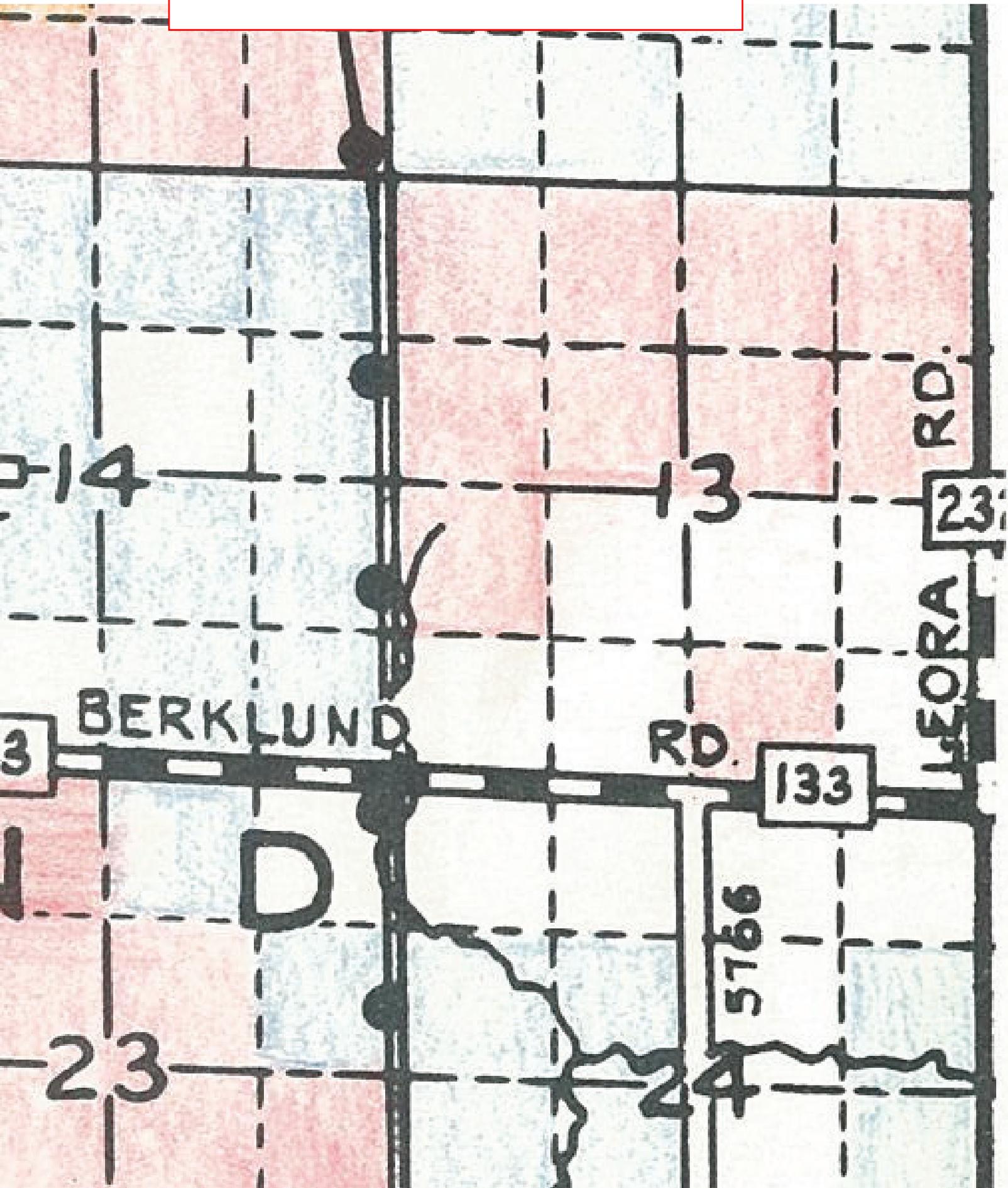
**Berklund Road
Aerial Photo
1991**

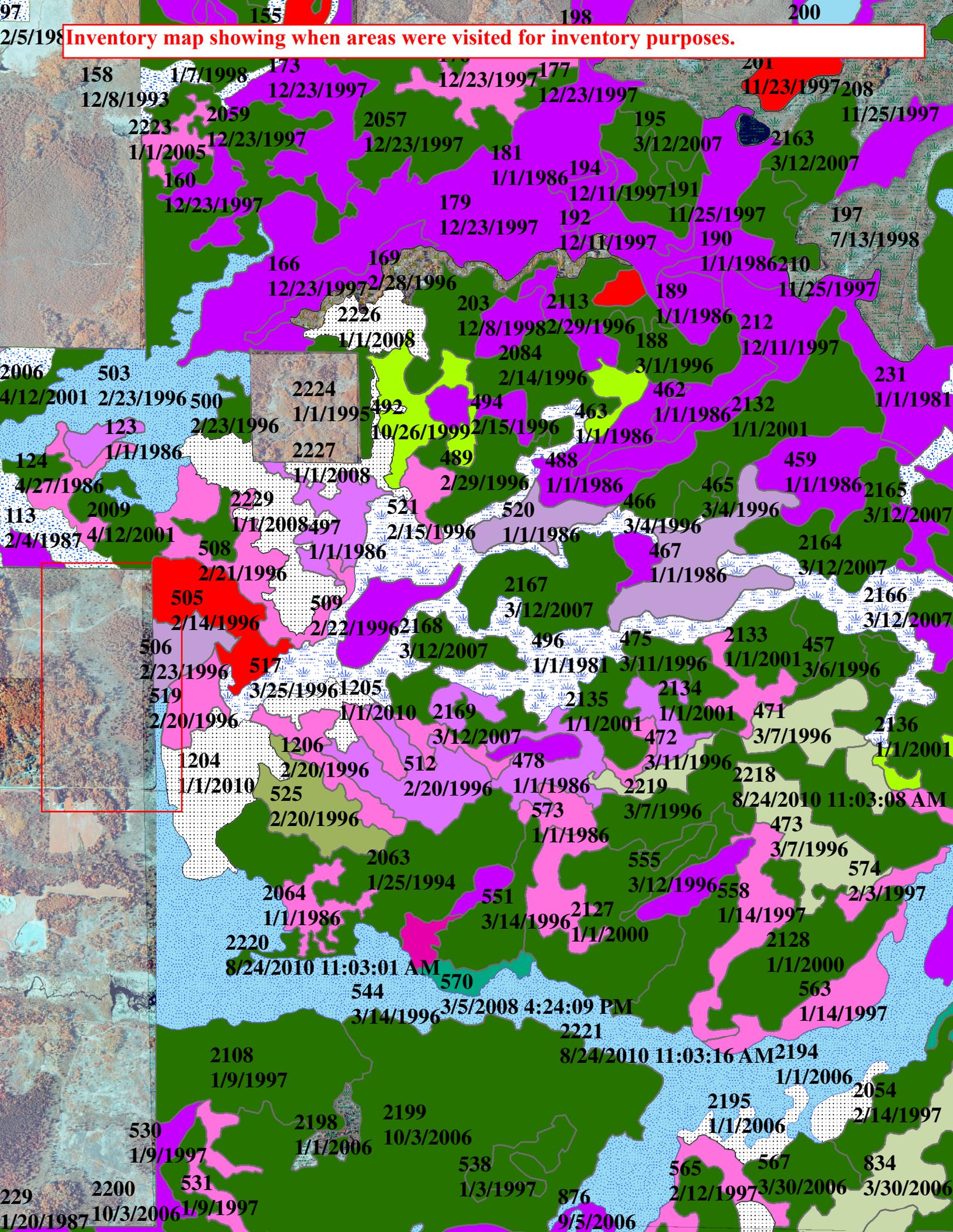


**Berklund Road
Aerial Photo
2009**



Plat map showing road as a public road.





**C19080020
Little Foot
Timber Sale
contract**

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19080020 - Little Foot

AREA COPY

This Contract is entered into this 21ST Day of FEBRUARY , 2008 by and between ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department (Seller), and SD WARREN/SAPPI FINE PAPER (Purchaser)."

Seller:
St. Louis County Land Depart.
320 W 2nd St.
Duluth, MN 55802
218-726-2606

Purchaser:
SD WARREN/SAPPI FINE PAPER
20 N 22ND STREET
CLOQUET, MN 55720
218-879-2387

In consideration of downpayment hereinafter described and received and pursuant to Minnesota Statute 282.04, subdivision 1, Seller does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, or by any amendments/addendums to this Contract, upon the following St. Louis County Tax Forfeited lands described as:

40	Qtr	Sec	Twp	Rge
-----	-----	---	---	---
	NE1/4	19	53	16
	NW1/4	20	53	16
N 1/2	NE1/4	20	53	16
	S 1/2	17	53	16
NW1/4	SW1/4	20	53	16

The Premises are further described on the exhibit(s) attached hereto and made a part of this contract.

Purchaser shall pay as downpayment an amount in the sum of SEVEN THOUSAND NINE HUNDRED TEN AND 34/100 DOLLARS***** (\$7910.34) upon execution of this Contract. Additional payments and acceptable form shall be made pursuant to paragraph 7 of this Contract.

All work under this Contract shall be completed by April 15, 2010.

The Contract will expire on the date stated above, on the date shown in the amendment to the Contract under extension of time, or when the final payment or refund has been made and a Notice of Closure has been issued by the Seller, whichever comes first.

The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions, forest fire conditions, non-compliance of terms and conditions, or at other reasonable times upon notice to the Purchaser or other persons operating on the sale area under this Contract. Suspensions for such conditions will not extend the termination date of the Contract.

Purchaser must inform the Seller of any subcontractor(s) performing work on this contract before subcontractor(s) begin work and the Purchaser shall be responsible for the performance of all subcontractor(s). Purchaser will ensure that:

- They, their employees and their sub-contractors have all necessary permits, approvals, or certifications required by law to conduct or support the work activities on site;
 - Copies of St. Louis County work instructions, the timber sale contract and map(s) are available to employees at the work site at all times;
 - Their employees and any sub-contractors working on the site, will be trained on St. Louis County work instructions that apply to their work activities;
 - Suppliers who deliver product or provide services on a St. Louis County work site must be under the Purchaser's supervision while conducting any activities on the worksite. Suppliers do not need to be trained in Land Department Work Instructions and requirements. However, Purchaser is responsible for ensuring that supplier activities do not interfere with Land Department requirements and direction in the event of any emergency is provided; and
 - The timber sale contract and map(s) will be reviewed with Purchaser's employees and any sub-contractors working on the site prior to commencement of work on the site.
- D. This Contract, as well as reference to parts, exhibits, and attachments, shall constitute the entire agreement. Any amendments or addendums of the Contract shall be in writing, signed and dated by both parties.
- E. During the term of the Contract, Purchaser shall bear risk of loss or injury, including liability for loss occurring from natural causes, acts of God, or human acts, including negligence, vandalism, trespass, or theft, for all timber products and species. Purchaser shall be responsible for obtaining insurance or self-insuring against risk of loss for the value of the sale.
- F. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 5 N Third Ave. W., STE 400 Duluth, MN 55802, 218-733-7830.
- G. Contract Exhibits: The Exhibit documents and all requirements therein, will be part of this Contract.

Exhibit "A" (Volume and Value Summary by Block)

Exhibit "B" (Harvesting Provisions)

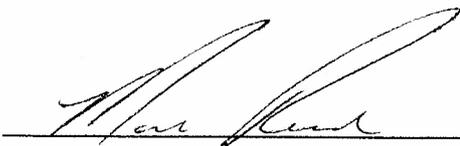
Exhibit "C" (Sale Area Map)

Exhibit "D" (Access, Water Crossing, etc. Documents, Permits, Authorizations, etc.)

Exhibit "E" (St. Louis County Land Department Best Management Standards for Field Operations)

SELLER

By:



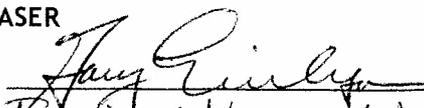
Land Department Representative

Date:

2-26-08

PURCHASER

By:


Regional Manager Wood Fiber-9
Fuel Procurement SAPP

Date:

3/4/08

C19080020
Little Foot
Timber Sale
Map

ST. LOUIS COUNTY

EXHIBIT C

C19080020

Little Foot

18

17

Block 1 = 47 acres
Block 2 = 65 acres
Total acres = 112

Block 2

Block 1

19

20

T53N R 16W

LEGAL sections 17,19,20

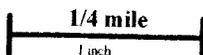
DATE 11/19/07

PREPARED BY: Rusk

Photo ID is SLS-21-096

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state, federal offices, and other sources affecting the area and is to be used for the intended purpose only. St. Louis County is not responsible for any incorrectness herein. If inconsistencies are found, please contact this office.

4 inches = 1 mile



Existing winter woods road



Snowmobile trail



Blue painted sale boundary



Clear cut area * Reserve all Cedar, Basswood, Yellow birch and White spruce.

**C19080058
Chickadees
Timber Sale
contract**

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19080058 - Chickadees

AREA COPY

Page. 1a

This Contract is entered into this 15TH Day of MAY, 2008 by and between ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department (Seller), and BLANDIN/JIM BERKELAND (Purchaser)."

Seller:

St. Louis County Land Depart.
320 W 2nd St.
Duluth, MN 55802
218-726-2606

Purchaser:

BLANDIN/JIM BERKELAND
PO BOX 407
GRAND RAPIDS, MN 55744

In consideration of downpayment hereinafter described and received and pursuant to Minnesota Statute 282.04, subdivision 1, Seller does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, or by any amendments/addendums to this Contract, upon the following St. Louis County Tax Forfeited lands described as:

Qtr	Qtr	Qtr	Sec	Twp	Rge
SW1/4	SE1/4		7	53	16
SE1/4	SW1/4		7	53	16
W 1/2	NE1/4		18	53	16
NW1/4	NW1/4		18	53	16
S 1/2	NW1/4		18	53	16
N 1/2	SW1/4		18	53	16

St. Louis County Timber Harvesting Contract

- C. The Purchaser must inform the Seller of any subcontractor(s) performing work on this contract before subcontractor(s) begin work and the Purchaser shall be responsible for the performance of all subcontractor(s). Purchaser will ensure that:
- They, their employees and their sub-contractors have all necessary permits, approvals, or certifications required by law to conduct or support the work activities on site;
 - Copies of St. Louis County work instructions, the timber sale contract and map(s) are available to employees at the work site at all times;
 - Their employees and any sub-contractors working on the site, will be trained on St. Louis County work instructions that apply to their work activities;
 - Suppliers who deliver product or provide services on a St. Louis County work site must be under the Purchaser's supervision while conducting any activities on the worksite. Suppliers do not need to be trained in Land Department Work Instructions and requirements. However, Purchaser is responsible for ensuring that supplier activities do not interfere with Land Department requirements and direction in the event of any emergency is provided; and
 - The timber sale contract and map(s) will be reviewed with Purchasers employees and any sub-contractors working on the site prior to commencement of work on the site.
- D. This Contract, as well as reference to parts, exhibits, and attachments, shall constitute the entire agreement. Any amendments or addendums of the Contract shall be in writing, signed and dated by both parties.
- E. During the term of the Contract, Purchaser shall bear risk of loss or injury, including liability for loss occurring from natural causes, acts of God, or human acts, including negligence, vandalism, trespass, or theft, for all timber products and species. Purchaser shall be responsible for obtaining insurance or self-insuring against risk of loss for the value of the sale.
- F. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) LOGGING REGULATIONS.** Conduct of operations on this timber sale is subject to inspection for compliance with the logging operations regulations at 29 CFR 1910.266 by OSHA. This standard is applicable to the entire logging industry wherever logging operations occur. Information is available to assist Purchasers to ensure compliance with the logging operations regulations during conduct of this timber sale from the U.S. Department of Labor, Occupational Safety and Health Administration, OSHA, 5 N Third Ave. W., STE 400 Duluth, MN 55802, 218-733-7830.
- G. Contract Exhibits: The Exhibit documents and all requirements therein, will be part of this Contract.

Exhibit "A" (Volume and Value Summary by Block)
Exhibit "B" (Harvesting Provisions)
Exhibit "C" (Sale Area Map)
Exhibit "D" (Access, Water Crossing, Documents, Permits, Authorizations, etc.)
Exhibit "E" (St. Louis County Land Department Best Management Standards for Field Operations)

SELLER

By:



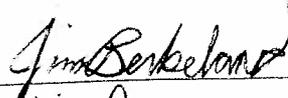
Land Department Representative

Date: 5-27-08

PURCHASER

By:

Company



Blardin Paper

Date: 6-23-08

C19080058
Chickadees
Timber Sale
Map

ST. LOUIS COUNTY

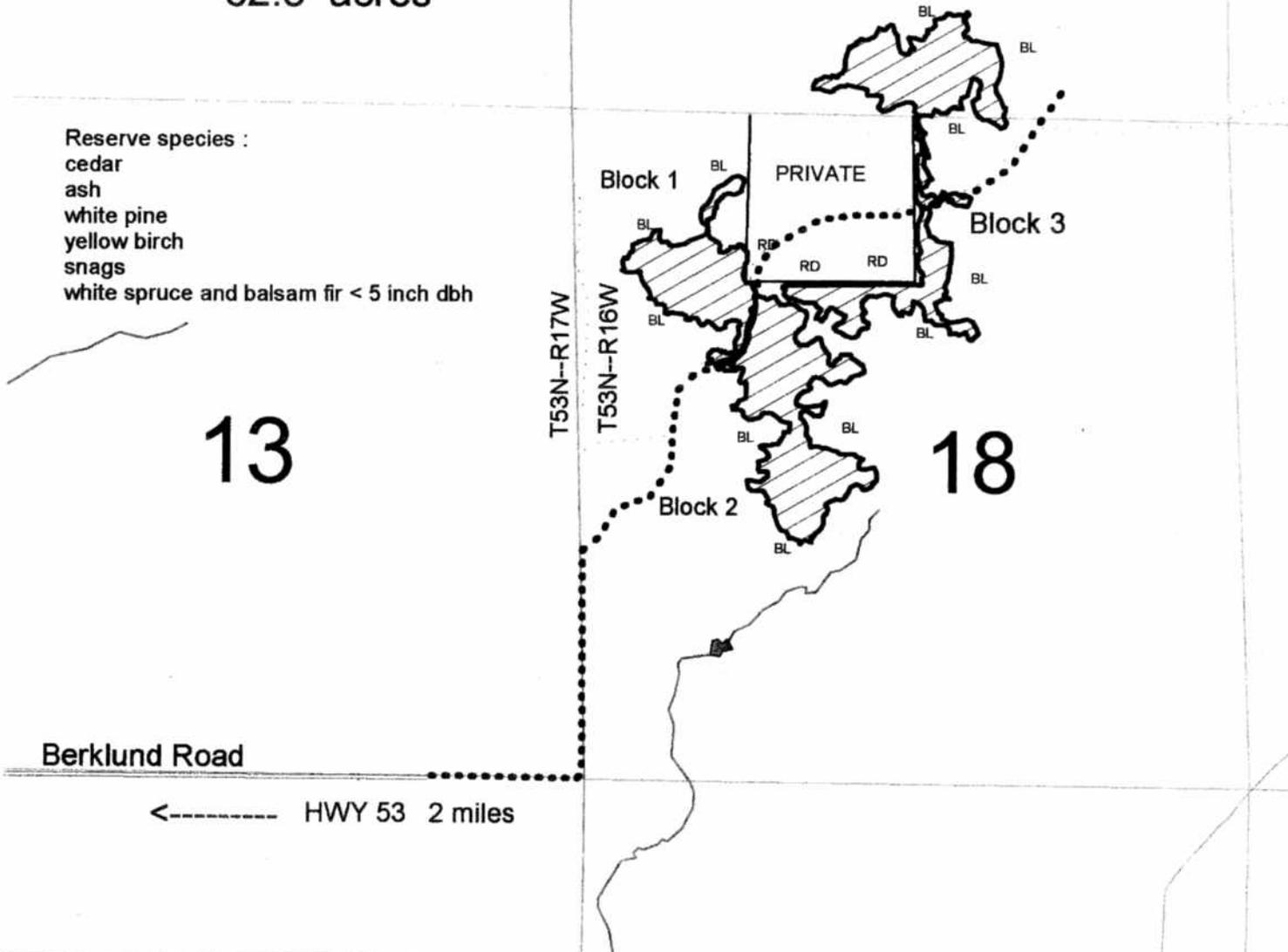
12 EXHIBIT C 7

C19080058

CHICKADEES SALE

62.5 acres

- Reserve species :
- cedar
 - ash
 - white pine
 - yellow birch
 - snags
 - white spruce and balsam fir < 5 inch dbh



LEGAL secs. 7 & 18 T53N-R16W

DATE January 9, 2008

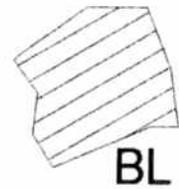
PREPARED BY: Gene Becker

Photo ID is STL-21-095

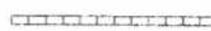
This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state, federal offices, and other sources affecting the area and is to be used for the intended purpose only. St. Louis County is not responsible for any incorrectness herein. If inconsistencies are found, please contact this office.



4 inches = 1 mile | 1/4 mile | 1 inch



clearcut harvest area (blue painted boundaries)



gravel road



winter road



private boundary (red painted)

C19030026
Sleeping Bear
Timber Sale
contract

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19030026

Page 1

THIS CONTRACT, made this 15TH Day of MAY, 2003, by and between the ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department, Government Services Center, Room 607, 320 West Second Street, Duluth, Minnesota 55802 [(218) 726-2606], as "Seller", and SAPPY CLOQUET LLC, 20 N 22ND STREET, CLOQUET, MN 55720 [218-879-2387] as "Purchaser,"

WITNESSETH, that Seller, in consideration of downpayment monies hereinafter described and received and pursuant to Minn. Stat. 282.04, subd. 1, as amended, does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, upon the following St. Louis County lands legally described as:

Qtr	Qtr	Qtr	Sec	Twp	Rge
			8	53	16
		E 1/2	17	53	18
S 1/2		NW1/4	17	53	18
SE1/4		NE1/4	18	53	18
		SE1/4	18	53	18
NW1/4		SW1/4	17	53	17

Subject to the terms and conditions as follows:

1. Purchaser shall pay as downpayment the sum of NINETEEN THOUSAND TWO HUNDRED TWENTY SEVEN AND 17/100 DOLLARS*****(\$19227.17) upon execution of this Contract. Additional payments shall be made pursuant to Regulation 14 of the St. Louis County Timber Harvesting Regulations, which are incorporated herein and attached hereto as Exhibit "B," and pursuant to paragraph 3 of this Contract.

2. Purchaser shall commence tree harvesting in accordance with the Timber Harvesting Regulations (Exhibit "B"). Harvesting shall occur following Cutting Regulations applicable to the harvest area(s), said area(s) generally depicted on the map(s) attached hereto as Exhibit "C" but specifically designated at the site by painted lines around each area. (See Regulation 16 of Exhibit "B" for marking of boundaries.) Further Special Regulations, if any, shall be attached hereto as Exhibit "D."

C19030026
Sleeping Bear
Timber Sale
volumes and
signature page

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19030026

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* VALUE
ASPEN	* P/B	* 7935	* TONS	* \$ 17.2603	* \$136960.48
BIRCH	* SD ON E	* 585	* CDS	* \$ 12.8752	* \$ 7531.99
BALM OF GILEAD	* PULP	* 55	* TONS	* \$ 17.2603	* \$ 949.32
MAPLE-RED	* SD ON E	* 395	* CDS	* \$ 6.8229	* \$ 2695.05
PINE-NORWAY	* P/B	* 180	* CDS	* \$ 79.5348	* \$ 14316.26
SPRUCE-WHITE	* P/B	* 100	* CDS	* \$ 27.5297	* \$ 2752.97
BALSAM FIR	* PULP	* 380	* CDS	* \$ 27.5297	* \$ 10461.29
SPRUCE-BLACK	* PULP	* 140	* CDS	* \$ 27.5297	* \$ 3854.16
TAMARACK	* PULP	* 5	* CDS	* \$ 12.0346	* \$ 60.17

TOTAL SALE VALUE: \$179581.69

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by MAY 15TH, 2006 at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to Ross Korpela - Sappi, on behalf of Purchaser, and to Brian Rusk, on behalf of Seller, at the address above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR,

SAPPI CLOQUET LLC

BY: Mark Weber
Land Commissioner Representative

BY: Ross Korpela
Its: Procurement Forester

DATE: 7/7/03

C19030026
Sleeping Bear
Timber Sale
Map

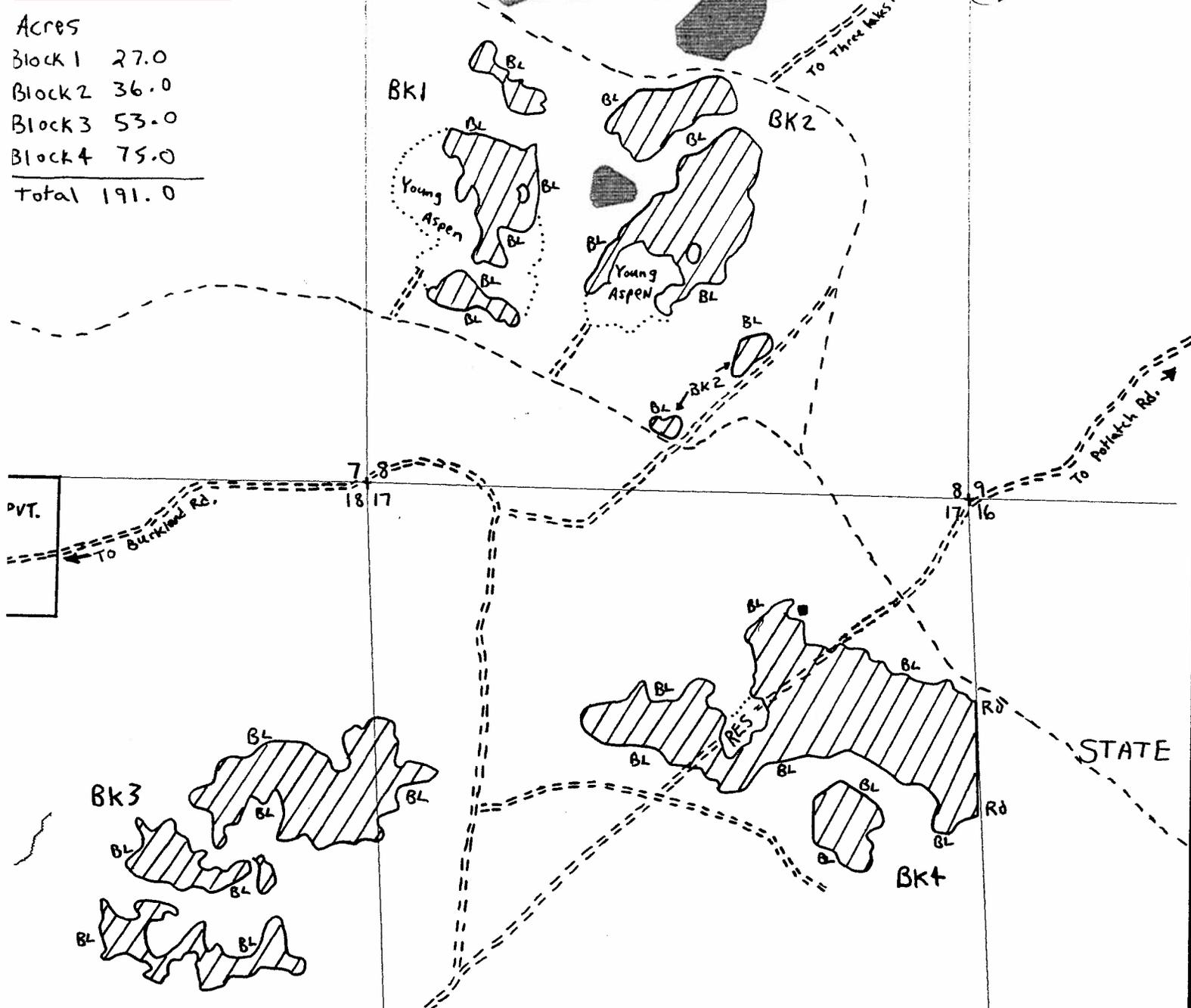
ST. LOUIS COUNTY EXHIBIT C

SLEEPING BEAR

C19030026

Acres

Block 1	27.0
Block 2	36.0
Block 3	53.0
Block 4	75.0
Total	191.0



LEGAL T53NR16W sec 8, 17, & 18

DATE 2/13/03

PREPARED BY Rusk

Photo ID is SLS-22-44

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state, federal offices, and other sources affecting the area and is to be used for the intended purpose only. St. Louis County is not responsible for any incorrectness herein. If inconsistencies are found, please contact this office.



1/4 inch = 1 mile

- BL Blue painted sale boundary
- RD Red painted sale boundary (private)
- county lease cabin

- snowmobile trail
- existing winter road



Clearcut area: Reserve all Ash, Cedar, W. Pine, and Yellow Birch. Also Reserve all Balsam fir and White spruce under 6 inch dbh.

**C19030026 Sleeping Bear Timber
Sale closed statement**

CONTRACT CLOSED

DATE: 09/29/2006

ACCOUNT: C19030026
 PLO.OFF: DULUTH FUND: 1532
 EXPIRATION DATE: 05/15/06
 AMOUNT OF SALE: \$ 179,581.69
 DOWN PAYMENT: \$ 19,227.17
 DOWNPAYMENT BALANCE: \$.00

DIRECT QUESTIONS TO:
 ST. LOUIS COUNTY LAND DEPARTMENT
 GOVT. SERVICES CENTER, ROOM 607
 320 WEST 2ND STREET
 DULUTH, MINNESOTA 55802
 PHONE: 218/726-2606

BILLED TO:

SAFPI CLOQUET LLC
 20 N 22ND STREET
 CLOQUET, MN, 55720

SUMMARY: ENTRY CHARGES: \$ 179581.69 TWP: 53 RGE: 16

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* CHARGES	PAYMENTS
CREDIT FROM DOWNP						\$ 19227.17
ENTRY PAYMENT						\$ 160354.48
FINAL PAYMENT						\$ 15067.71
OTHER PAYMENTS						\$ 694.80
CREDIT FROM BLOCK						\$ 3293.23
CREDIT TO BLOCK					\$ 3293.23	
SILVICULTURAL FEE					\$ 300.00	
EXTENSION # 0						
ASPEN	*P/B	* 8710.97	* TONS	\$ 17.2603	\$ 150353.96	
ASPEN	*TCPS	* 138.96	* CDS	\$ 5.0000	\$ 694.80	
BALM OF GILEAD	*PULP	* 58.09	* TONS	\$ 17.2603	\$ 1002.65	
BALSAM FIR	*PULP	* 468.21	* CDS	\$ 27.5297	\$ 12889.68	
BIRCH	*SD ON E	* 585.00	* CDS	\$ 12.8752	\$ 7531.99	
MAPLE-RED	*SD ON E	* 395.00	* CDS	\$ 6.8229	\$ 2695.05	
PINE-NORWAY	*P/B	* 231.96	* CDS	\$ 79.5348	\$ 18448.89	
SPRUCE-BLACK	*PULP	* 40.07	* CDS	\$ 27.5297	\$ 1103.12	
SPRUCE-WHITE	*P/B	* 11.77	* CDS	\$ 27.5297	\$ 324.02	
TOTAL CHARGES AND PAYMENTS					\$ 198637.39	\$ 198637.39

CONTRACT CLOSED

C19980039 Two Grouse Timber Sale closed statement

CONTRACT CLOSED

DATE: 08/27/2001

ACCOUNT: C19980039
 FLD.OFF: DULUTH FUND: 1532
 EXPIRATION DATE: 04/16/01
 AMOUNT OF SALE: \$ 54,163.00
 DOWN PAYMENT: \$ 8,124.45
 DOWNPAYMENT BALANCE: \$.00

DIRECT QUESTIONS TO:
 ST. LOUIS COUNTY LAND DEPARTMENT
 GOVT. SERVICES CENTER, ROOM 607
 320 WEST 2ND STREET
 DULUTH, MINNESOTA 55802
 PHONE: 218/726-2606

BILLED TO:

POTLATCH CORP-DELORES
 P.O. BOX 504
 CLOQUET, MN, 55720

SUMMARY: ENTRY CHARGES: \$ 54163.00 TWP: 53 RGE: 16

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* CHARGES	PAYMENTS
CREDIT FROM DOWNP						\$ 8124.45
ENTRY PAYMENT						\$ 46038.55
FINAL PAYMENT						\$ 9443.44
OTHER PAYMENTS						\$ 1105.00
EXTENSION # 0						
ASPEN	*PULP	* 6876.09	* TONS	\$ 8.3000	\$ 57071.55	
ASPEN	*SD ON E	* 102.00	* CDS	\$ 5.0000	\$ 510.00	
BALM OF GILEAD	*PULP	* 35.26	* TONS	\$ 8.3000	\$ 292.66	
BALSAM FIR	*PULP	* 209.85	* CDS	\$ 15.0000	\$ 3147.75	
BIRCH	*SD ON E	* 120.00	* CDS	\$ 6.0000	\$ 720.00	
MAPLE-RED	*SD ON E	* 130.00	* CDS	\$ 5.0000	\$ 650.00	
SPRUCE-BLACK	*PULP	* 122.18	* CDS	\$ 17.0000	\$ 2077.06	
SPRUCE-WHITE	*P/B	* 14.26	* CDS	\$ 17.0000	\$ 242.42	
TOTAL CHARGES AND PAYMENTS					\$ 64711.44	\$ 64711.44

CONTRACT CLOSED

C19980039
Two Grouse
Timber Sale
contract

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19980039

Page 1

THIS CONTRACT, made this 16TH Day of APRIL, 1998, by and between the ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department, Government Services Center, Room 607, 320 West Second Street, Duluth, Minnesota 55802 [(218) 726-2606], as "Seller", and POTLATCH CORP-DELORES, P.O. BOX 504, CLOQUET, MN 55720 [879-0427] as "Purchaser,"

WITNESSETH, that Seller, in consideration of downpayment monies hereinafter described and received and pursuant to Minn. Stat. 282.04, subd. 1, as amended, does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, upon the following St. Louis County lands legally described as:

Qtr	Qtr	Qtr	Sec	Twp	Rge
			17	53	16
SW1/4	SE1/4		8	53	16
E 1/2	SE1/4		18	53	16
NE1/4	NE1/4		20	53	16

Subject to the terms and conditions as follows:

1. Purchaser shall pay as downpayment the sum of EIGHT THOUSAND ONE HUNDRED TWENTY FOUR AND 45/100 DOLLARS***** (\$8124.45) upon execution of this Contract. Additional payments shall be made pursuant to Regulation 14 of the St. Louis County Timber Harvesting Regulations, which are incorporated herein and attached hereto as Exhibit "B," and pursuant to paragraph 3 of this Contract.

2. Purchaser shall commence tree harvesting in accordance with the Timber Harvesting Regulations (Exhibit "B"). Harvesting shall occur following Cutting Regulations applicable to the harvest area(s), said area(s) generally depicted on the map(s) attached hereto as Exhibit "C" but specifically designated at the site by painted lines around each area. (See Regulation 16 of Exhibit "B" for marking of boundaries.) Further Special Regulations, if any, shall be attached hereto as Exhibit "D."

C19980039
Two Grouse
Timber Sale
volume and
signature page

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19980039

Page 2

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* VALUE
ASPEN	* PULP	* 5850	* TONS	* \$ 8.30	* \$ 48555.00
BIRCH	* SD ON E	* 120	* CDS	* \$ 6.00	* \$ 720.00
BALM OF GILEAD	* PULP	* 30	* TONS	* \$ 8.30	* \$ 249.00
MAPLE-RED	* SD ON E	* 130	* CDS	* \$ 5.00	* \$ 650.00
SPRUCE-WHITE	* P/B	* 7	* CDS	* \$ 17.00	* \$ 119.00
BALSAM FIR	* PULP	* 190	* CDS	* \$ 15.00	* \$ 2850.00
SPRUCE-BLACK	* PULP	* 60	* CDS	* \$ 17.00	* \$ 1020.00

TOTAL SALE VALUE: \$ 54163.00

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by APRIL 16TH, 2001 at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to See attached, on behalf of Purchaser, and to MATT BUTORAC, on behalf of Seller, at the address above stated.

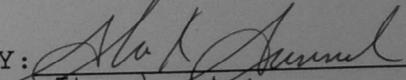
IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR,

BY: 
Land Commissioner Representative

DATE: 5-11-98

POTLATCH CORP-DELORES

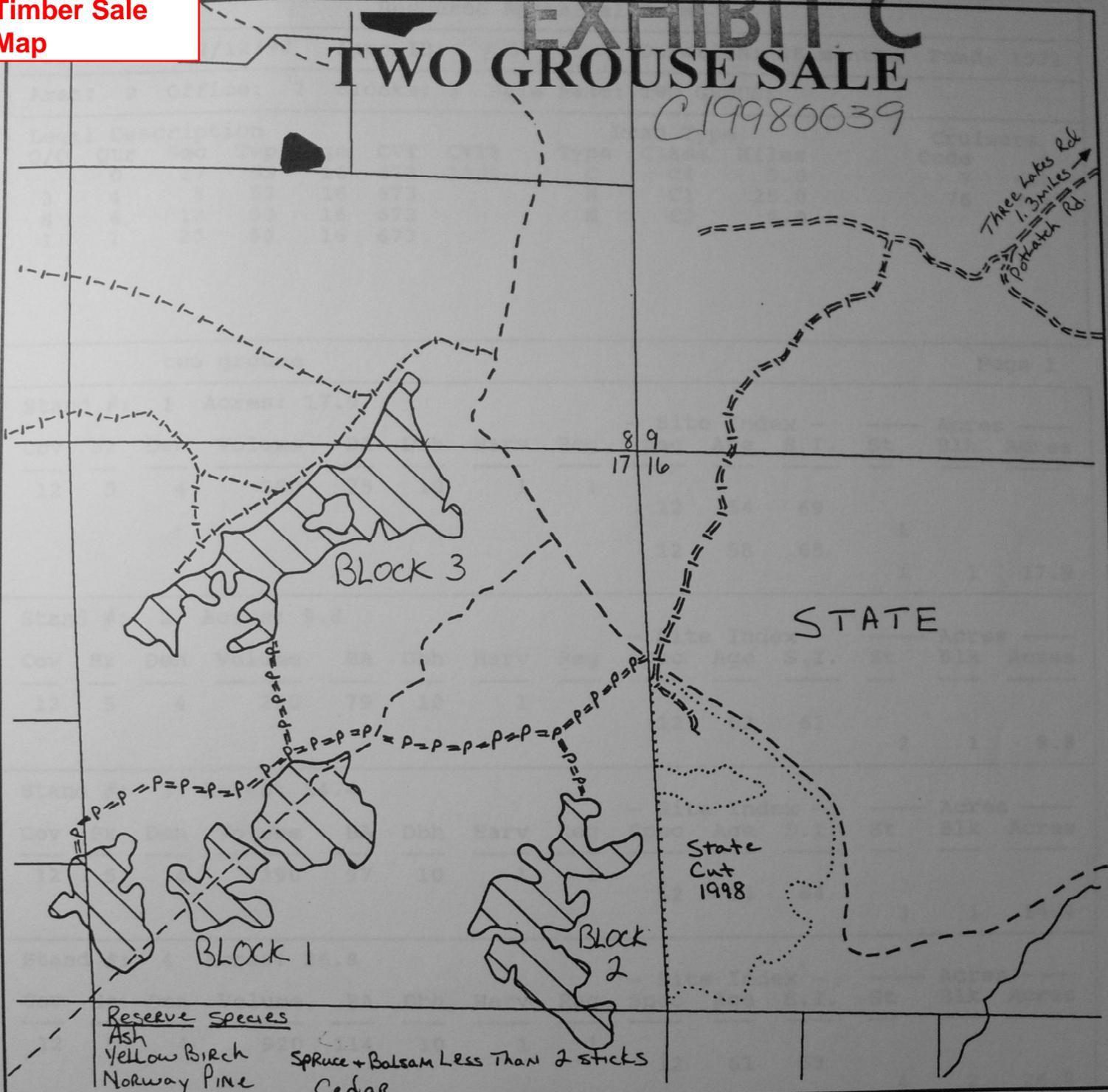
BY: 
Its: Land Agent

C19980039
Two Grouse
Timber Sale
Map

LOUIS COUNTY MN. LAND DEPARTMENT

EXHIBIT C
TWO GROUSE SALE

C19980039



Reserve species
 Ash
 Yellow Birch
 Norway Pine
 Spruce + Balsam Less Than 2 sticks
 Cedar

SECS. _____
 TWP. 53 RNG. 16
 SCALE 4" = 1 mile
 UNIT D DATE 2-20-98
 PREPARED BY: Butorac



	ACRES
==== Woods Road	Block 1 42.1
= = = Winter Road	2 26.8
=P=P=P Proposed Winter Road	3 43.6
..... Snowmobile Trail (Groomed)	<u>112.5</u>
- - - - - Trail (Other)	
+ + + + + Blue Painted Sale + Cutting Boundary	
▨▨▨▨ Clearcut with Reserves	

4 inches = 1 mile

TIME: 11:08:43

CONTRACT CLOSED

DATE: 08/01/2000

ACCOUNT: C19970061
 FLD.OFF: DULUTH FUND: 1532
 EXPIRATION DATE: 06/05/00
 AMOUNT OF SALE: \$ 34,972.80
 DOWN PAYMENT: \$ 4,588.50
 DOWNPAYMENT BALANCE: \$.00

**C19970061
 Wolf Kill
 Timber Sale
 closure
 statement**

DIRECT QUESTIONS TO:
 COUNTY LAND DEPARTMENT
 CENTER, ROOM 607
 STREET
 SOTA 55802
 6-2606

BILLED TO:

POTLATCH CORP-DELORES
 P.O. BOX 504
 CLOQUET, MN, 55720

SUMMARY: ENTRY CHARGES: \$ 34972.80 TWP: 53 RGE: 16

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* CHARGES	PAYMENTS
CREDIT FROM DOWNP						\$ 4588.50
ENTRY PAYMENT						\$ 30384.30
FINAL PAYMENT						\$ 4240.68
OTHER PAYMENTS						\$ 295.00
EXTENSION # 0						
ASPEN	*OP SOE	* 59.00	* CDS	\$ 5.0000	\$ 295.00	
ASPEN	*PULP	* 3580.99	* TONS	\$ 9.3300	\$ 33410.64	
BALM OF GILEAD	*PULP	* 230.92	* TONS	\$ 8.0000	\$ 1847.36	
BALSAM FIR	*PULP	* 113.99	* CDS	\$ 12.0000	\$ 1367.88	
BIRCH	*SD ON E	* 150.00	* CDS	\$ 5.0000	\$ 750.00	
MAPLE-RED	*SD ON E	* 180.00	* CDS	\$ 5.0000	\$ 900.00	
SPRUCE-WHITE	*P/B	* 46.88	* CDS	\$ 20.0000	\$ 937.60	
TOTAL CHARGES AND PAYMENTS					\$ 39508.48	\$ 39508.48

CONTRACT CLOSED

**C19970061
Wolf Kill
Timber Sale
contract**

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19970061

THIS CONTRACT, made this 05TH Day of JUNE, 1997, by and between the ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department, Government Services Center, Room 607, 320 West Second Street, Duluth, Minnesota 55802 [(218) 726-2606], as "Seller", and POTLATCH CORP-DELORES, P.O. BOX 504, CLOQUET, MN 55720 [879-0427] as "Purchaser,"

WITNESSETH, that Seller, in consideration of downpayment monies hereinafter described and received and pursuant to Minn. Stat. 282.04, subd. 1, as amended, does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, upon the following St. Louis County lands legally described as:

Qtr	Qtr	Qtr	Sec	Twp	Rge
E 1/2	NE1/4	19	53	16	
W 1/2	NE1/4	20	53	16	
	NW1/4	20	53	16	
NE1/4	SW1/4	20	53	16	

Subject to the terms and conditions as follows:

1. Purchaser shall pay as downpayment the sum of FOUR THOUSAND FIVE HUNDRED EIGHTY EIGHT AND 50/100 DOLLARS***** (\$4588.50) upon execution of this Contract. Additional payments shall be made pursuant to Regulation 14 of the St. Louis County Timber Harvesting Regulations, which are incorporated herein and attached hereto as Exhibit "B," and pursuant to paragraph 3 of this Contract.

2. Purchaser shall commence tree harvesting in accordance with the Timber Harvesting Regulations (Exhibit "B"). Harvesting shall occur following Cutting Regulations applicable to the harvest area(s), said area(s) generally depicted on the map(s) attached hereto as Exhibit "C" but specifically designated at the site by painted lines around each area. (See Regulation 16 of Exhibit "B" for marking of boundaries.) Further Special Regulations, if any, shall be attached hereto as Exhibit "D."

C19970061
Wolf Kill
Timber Sale
volumes and
signature page

ST. LOUIS COUNTY
TIMBER HARVESTING CONTRACT
C19970061

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

ITEM	* PROD	* VOLUME	* UNIT	* UN.PRC	* VALUE
ASPEN	* PULP	* 3160	* TONS	* \$ 9.33	* \$ 29482.80
BIRCH	* SD ON E	* 150	* CDS	* \$ 5.00	* \$ 750.00
BALM OF GILEAD	* PULP	* 220	* TONS	* \$ 8.00	* \$ 1760.00
MAPLE-RED	* SD ON E	* 180	* CDS	* \$ 5.00	* \$ 900.00
SPRUCE-WHITE	* P/B	* 50	* CDS	* \$ 20.00	* \$ 1000.00
BALSAM FIR	* PULP	* 90	* CDS	* \$ 12.00	* \$ 1080.00

TOTAL SALE VALUE: \$ 34972.80

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by JUNE 5TH, 2000, at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to See Attached, on behalf of Purchaser, and to _____, on behalf of Seller, at the address above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR,
BY: *Matt Burt*
Land Commissioner Representative

POTLATCH CORP-DELORES
BY: *Debra A. Smith*
ICS: Land Agent

DATE: 6-13-97

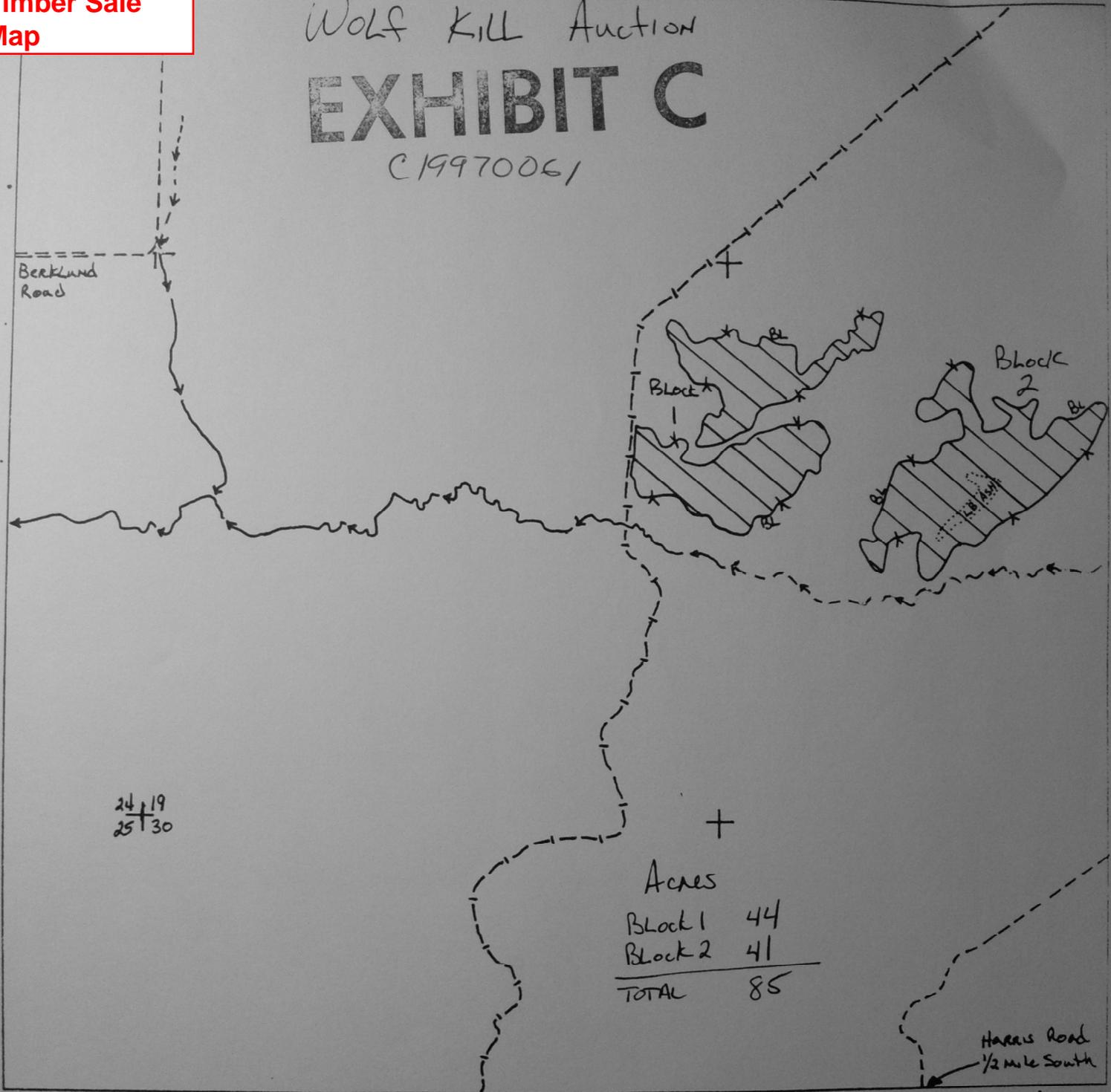
C19970061
Wolf Kill
Timber Sale
Map

LOUIS COUNTY LAND DEPARTMENT

Wolf Kill Auction

EXHIBIT C

C19970061



E 1/2 NE 1/4, NW 1/4, N 1/2 SW 1/4 Sec. 20
 SECS. E 1/2 NE 1/4 Sec. 19
 TWP 53 RGE. 16
 SCALE: 4" = 1 mile 1/4 mile
 UNIT: D DATE 4-4-97
 PREPARED BY B. Torac

==== Gravel Road
 - - - - Winter Road
 - - - - Snowmobile Trail
 ~~~~~ Protected Waters Creek  
 - - - - Creek (Other)  
 (LB Ash) Lowland Beach / Ash

**LEGEND**  
 \* B L \* Blue Painted Sale and Cutting Boundary  
 [Diagonal Lines] Designated Species Removal Reserve: Ash, Cedar, w. Pine, Yellow Birch, Black Spruce + Non Merchantable Softwoods

TIME:08:46:33

ACCOUNT: C19910027  
FLD.OFF: DULUTH FUND: 1532  
EXPIRATION DATE: 5/16/94  
AMOUNT OF SALE: \$ 5140.00  
DOWN PAYMENT: \$ 1285.00  
DOWNPAYMENT BALANCE: \$ 0.00

DIRECT QUESTIONS TO:

**C19910027  
Upper Hellwig  
Timber Sale  
closed  
statement**

COUNTY LAND DEPARTMENT  
S CENTER, ROOM 607  
STREET  
SOTA 55802  
6-2606

BILLED TO:

POTLATCH CORP  
105 ARCH ST  
CLOQUET MN 55720

SUMMARY OF BLOCKS: 1 2

TWP: 53 RGE: 16

| ITEM              | * PROD | * VOLUME | * UNIT | * UN.PRC | * CHARGES | PAYMENT    |
|-------------------|--------|----------|--------|----------|-----------|------------|
| CREDIT FROM DOWNP |        |          |        |          |           | \$ 1285.00 |
| CREDIT FROM BLOCK |        |          |        |          |           | \$ 891.60  |
| CREDIT TO BLOCK   |        |          |        |          | \$ 891.60 |            |
| ENTRY PAYMENT     |        |          |        |          |           | \$ 3855.00 |
| FINAL PAYMENT     |        |          |        |          |           | \$ 136.90  |

|                |           |           |        |            |              |  |
|----------------|-----------|-----------|--------|------------|--------------|--|
| ASPEN          | * PULP    | * 1086.61 | * TONS | * \$ 3.00  | * \$ 3259.83 |  |
| BIRCH          | * SD ON E | * 165.00  | * CDS  | * \$ 2.00  | * \$ 330.00  |  |
| BALM OF GILEAD | * PULP    | * 87.65   | * TONS | * \$ 3.00  | * \$ 262.95  |  |
| MAPLE-RED      | * SD ON E | * 15.00   | * CDS  | * \$ 2.00  | * \$ 30.00   |  |
| SPRUCE-WHITE   | * PULP    | * 15.59   | * CDS  | * \$ 13.00 | * \$ 202.67  |  |
| BALSAM FIR     | * PULP    | * 198.58  | * CDS  | * \$ 6.00  | * \$ 1191.48 |  |

TOTAL CHARGES AND PAYMENTS \$ 6168.53 \$ 6168.53

ALL BLOCKS ARE NOW CLOSED

**C19910027**  
**Upper Hellwig**  
**Timber Sale**  
**Contract**

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19910027

Page 1

THIS CONTRACT, made this 16th day of May, 1991, by and between the ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department, Government Services Center, Room 607, 320 West Second Street, Duluth, Minnesota 55802 [(218) 726-2606], as "Seller", and POTLATCH CORP, 105 ARCH ST, CLOQUET, MN 55720 [879-0427] as "Purchaser,"

WITNESSETH, that Seller, in consideration of downpayment monies hereinafter described and received and pursuant to Minn. Stat. 282.04, subd. 1, as amended, does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, upon the following St. Louis County lands legally described as:

NW 1/4 S18 T53 R16W      NE 1/4 S13 T53 R17W

Subject to the terms and conditions as follows:

1. Purchaser shall pay as downpayment the sum of ONE THOUSAND TWO HUNDRED EIGHTY-FIVE AND 0/100 DOLLARS\*\*\*\*\* (\$ 1285.00) upon execution of this Contract. Additional payments shall be made pursuant to Regulation 14 of the St. Louis County Timber Harvesting Regulations, which are incorporated herein and attached hereto as Exhibit "B," and pursuant to paragraph 3 of this Contract.

2. Purchaser shall commence tree harvesting in accordance with the Timber Harvesting Regulations (Exhibit "B"). Harvesting shall occur following Cutting Regulations applicable to the harvest area(s), said area(s) generally depicted on the map(s) attached hereto as Exhibit "C" but specifically designated at the site by painted lines around each area. (See Regulation 16 of Exhibit "B" for marking of boundaries.) Further Special Regulations, if any, shall be attached hereto as Exhibit "D."

**C19910027**  
**Upper Hellwig**  
**Timber Sale**  
**volumes and**  
**signature page**

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19910027

Page 2

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

| ITEM           | * PROD    | * VOLUME | * UNIT | * UN.PRC   | * VALUE      |
|----------------|-----------|----------|--------|------------|--------------|
| ASPEN          | * PULP    | * 1035   | * TONS | * \$ 3.00  | * \$ 3105.00 |
| BIRCH          | * SD ON E | * 165    | * CDS  | * \$ 2.00  | * \$ 330.00  |
| BALM OF GILEAD | * PULP    | * 90     | * TONS | * \$ 3.00  | * \$ 270.00  |
| MAPLE-RED      | * SD ON E | * 15     | * CDS  | * \$ 2.00  | * \$ 30.00   |
| SPRUCE-WHITE   | * PULP    | * 20     | * CDS  | * \$ 13.00 | * \$ 260.00  |
| BALSAM FIR     | * PULP    | * 180    | * CDS  | * \$ 6.00  | * \$ 1080.00 |
| SPRUCE-BLACK   | * PULP    | * 5      | * CDS  | * \$ 13.00 | * \$ 65.00   |

TOTAL SALE VALUE: \$ 5140.00

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by May 16, 1994, at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

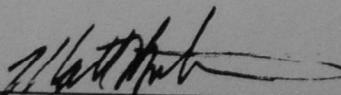
5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

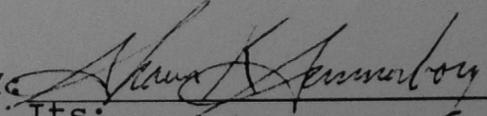
6. All communications or correspondence occurring under this Contract shall be directed to See attached, on behalf of Purchaser, and to MATT BUTORAC, on behalf of Seller, at the addresses above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR

POTLATCH CORP

BY:   
Land Commissioner Representative

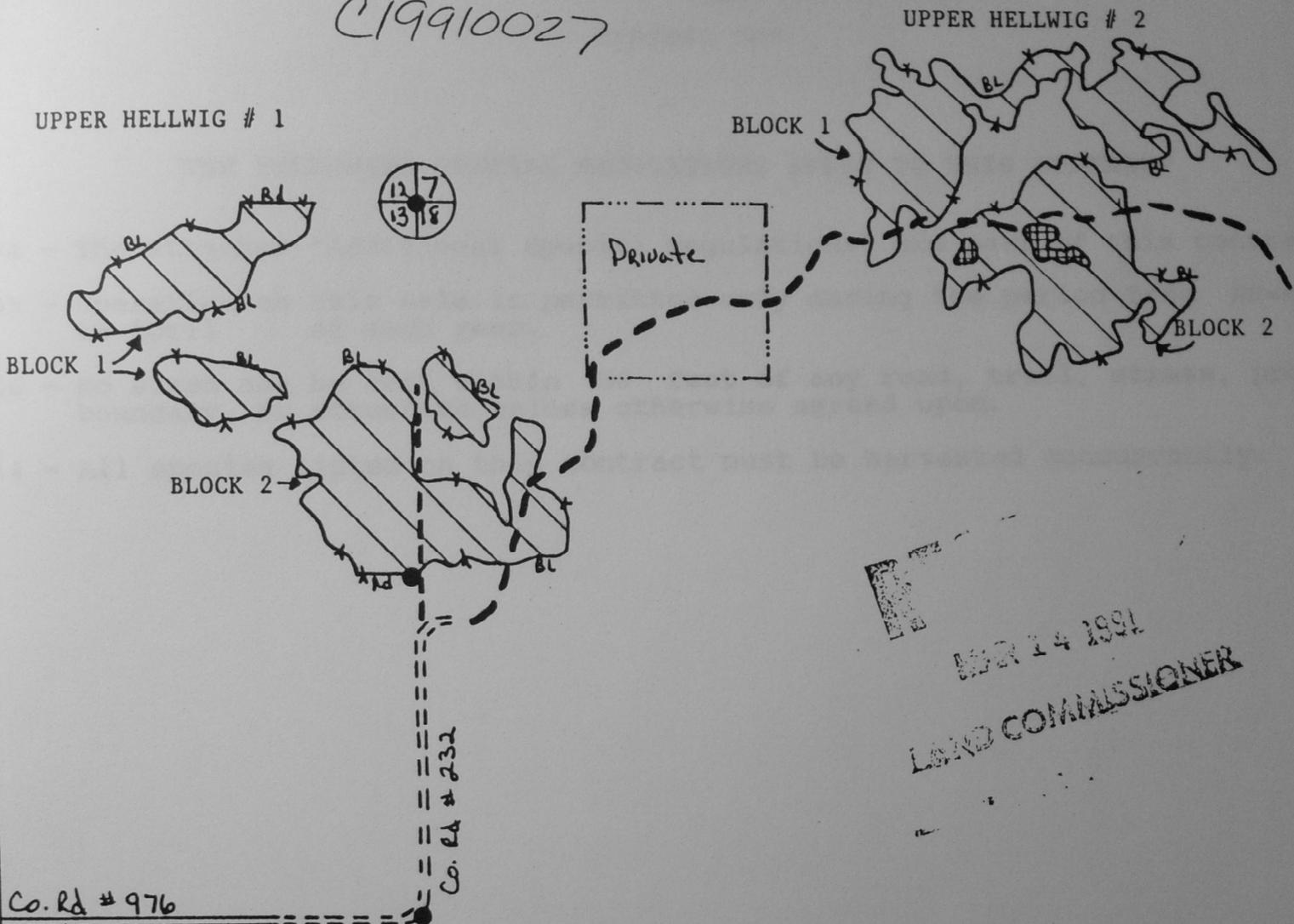
BY:   
Its: Land Agent

DATE: 5-29-91

**C19910027**  
**Upper Hellwig**  
**Timber Sale**  
**Map**

# EXHIBIT C

C19910027

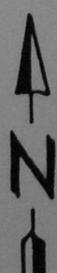


APR 14 1991  
 LAND COMMISSIONER

UPPER HELLWIG #1  
 NE 1/4 SECTION 13  
 TWP. 53 RNG. 17  
 W 1/2-NW 1/4 SECTION 18  
 TWP. 53 RNG. 16

UPPER HELLWIG #2  
 N 1/2-NE 1/4 SECTION 18  
 NW-NW SECTION 17  
 S 1/2-SE 1/4 SECTION 7  
 SW-SW SECTION 8  
 ALL IN TWP. 53 RNG.

SECS. \_\_\_\_\_  
 TWP. \_\_\_\_\_ RGE. \_\_\_\_\_  
 SCALE: 4" = 1 mile  
 UNIT D DATE 2-4-91  
 PREPARED BY Butorac



- LEGEND**
- GRAVEL ROAD
  - MINIMUM MAINT. ROAD
  - WOODS ROAD
  - RED PAINTED SALE AND CUTTING BOUNDARY
  - BLUE " " " "
  - MONUMENTED CORNER
  - PRIVATE OWNERSHIP
  - DESIGNATED SPECIES REMOVAL AREA  
(RESERVE ASH CEDAR W. PINE TAMARACK AND ...)
  - RESERVE AREA
  - BLUE PAINTED

**C19860214 Graft Timber Sale closed statement**

ACCOUNT: C19860214 FUND: 1532  
FLD.OFF: DULUTH  
EXPIRATION DATE: 5/17/91  
AMOUNT OF SALE: \$ 7742.40  
DOWN PAYMENT: \$ 1613.00  
DOWNPAYMENT BALANCE: \$ 0.00

DIRECT QUESTIONS TO:  
ST. LOUIS COUNTY LAND DEPARTMENT  
GOVT. SERVICES CENTER, ROOM 607  
320 WEST 2ND STREET  
DULUTH, MINNESOTA 55802  
PHONE: 218/726-2606

BILLED TO:

LYLE GUENTZEL  
2509 2ND AVENUE WEST  
HIBBING MN 55746

SUMMARY OF BLOCKS: 1 2

TWP: 53 RGE: 16

| ITEM                       | * PROD    | * VOLUME  | * UNIT | * UN.PRC   | * CHARGES    | PAYMENTS   |
|----------------------------|-----------|-----------|--------|------------|--------------|------------|
| CREDIT FROM DOWNP          |           |           |        |            |              | \$ 1613.00 |
| CREDIT FROM BLOCK          |           |           |        |            |              | \$ 1552.33 |
| CREDIT TO BLOCK            |           |           |        |            | \$ 1552.33   |            |
| ENTRY PAYMENT              |           |           |        |            |              | \$ 7742.40 |
| OTHER PAYMENTS             |           |           |        |            |              | \$ 2064.53 |
| FINAL PAYMENT              |           |           |        |            |              | \$ 2263.87 |
| EXTENSION FEE              |           |           |        |            | \$ 50.00     |            |
| ASH                        | * SD ON E | * 20.00   | * CDS  | * \$ 2.40  | * \$ 48.00   |            |
| ASPEN                      | * P&B     | * 1502.04 | * TONS | * \$ 1.92  | * \$ 2883.92 |            |
| BIRCH                      | * SD ON E | * 35.00   | * CDS  | * \$ 2.40  | * \$ 84.00   |            |
| BALSAM FIR                 | * P&B     | * 110.96  | * CDS  | * \$ 2.40  | * \$ 266.30  |            |
| EXTENSION # 1              |           |           |        |            |              |            |
| ASPEN                      | * P&B     | * 2410.66 | * TONS | * \$ 3.75  | * \$ 9039.98 |            |
| BIRCH                      | * SD ON E | * 5.00    | * CDS  | * \$ 3.55  | * \$ 17.75   |            |
| MAPLE-RED                  | * SD ON E | * 20.00   | * CDS  | * \$ 3.44  | * \$ 68.80   |            |
| SPRUCE-WHITE               | * P&B     | * 56.52   | * CDS  | * \$ 19.01 | * \$ 1074.45 |            |
| BALSAM FIR                 | * P&B     | * 25.10   | * CDS  | * \$ 6.00  | * \$ 150.60  |            |
| TOTAL CHARGES AND PAYMENTS |           |           |        |            | \$15236.13   | \$15236.13 |

ALL BLOCKS ARE NOW CLOSED

**C19860214**  
**Graft Timber**  
**Sale Contract**

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19860214

Page 1

THIS CONTRACT, made this 17th day of November, 1988, by and between the ST. LOUIS COUNTY AUDITOR, through the St. Louis County Land Department, Government Services Center, Room 607, 320 West Second Street, Duluth, Minnesota 55802 [(218) 726-2606], as "Seller", and LYLE GUENTZEL, 2509 2ND AVENUE WEST, HIBBING, MN 55746 [0 ] as "Purchaser,"

WITNESSETH, that Seller, in consideration of downpayment monies hereinafter described and received and pursuant to Minn. Stat. 282.04, subd. 1, as amended, does hereby authorize Purchaser to harvest timber species and commodities, hereinafter specifically identified, upon the following St. Louis County lands legally described as:

N 1/2 S19 T53N R16W

Subject to the terms and conditions as follows:

1. Purchaser shall pay as downpayment the sum of ONE THOUSAND SIX HUNDRED THIRTEEN AND 0/100 DOLLARS\*\*\*\*\* (\$ 1613.00) upon execution of this Contract. Additional payments shall be made pursuant to Regulation 14 of the St. Louis County Timber Harvesting Regulations, which are incorporated herein and attached hereto as Exhibit "B," and pursuant to paragraph 3 of this Contract.

2. Purchaser shall commence tree harvesting in accordance with the Timber Harvesting Regulations (Exhibit "B"). Harvesting shall occur following Cutting Regulations applicable to the harvest area(s), said area(s) generally depicted on the map(s) attached hereto as Exhibit "C" but specifically designated at the site by painted lines around each area. (See Regulation 16 of Exhibit "B" for marking of boundaries.) Further Special Regulations, if any, shall be attached hereto as Exhibit "D."

**C19860214  
Graft Timber  
Sale volumes  
and signature  
page**

ST. LOUIS COUNTY  
TIMBER HARVESTING CONTRACT  
C19860214

Page 2

3. Purchaser shall accept total responsibility and accountability for complete harvest of and payment for the total volume of species and timber commodities identified as follows:

| ITEM         | * PROD    | * VOLUME | * UNIT | * UN.PRC  | * VALUE      |
|--------------|-----------|----------|--------|-----------|--------------|
| ASPEN        | * P&B     | 3420     | * TONS | * \$ 1.92 | * \$ 6566.40 |
| BALSAM FIR   | * P&B     | 170      | * CDS  | * \$ 2.40 | * \$ 408.00  |
| SPRUCE-WHITE | * P&B     | 40       | * CDS  | * \$14.40 | * \$ 576.00  |
| BIRCH        | * SD ON E | 40       | * CDS  | * \$ 2.40 | * \$ 96.00   |
| ASH          | * SD ON E | 20       | * CDS  | * \$ 2.40 | * \$ 48.00   |
| MAPLE-RED    | * SD ON E | 20       | * CDS  | * \$ 2.40 | * \$ 48.00   |

TOTAL SALE VALUE: \$ 7742.40

(See Exhibit "A" for tabulation by block.)

4. Harvesting and tract cleanup shall be completed by November 17, 1990, at which time this Contract shall expire. Requests for extensions of the expiration time must be made in writing and shall be granted by the Land Commissioner, in his discretion.

5. Any extensions of time under this Contract or modifications of terms of this Contract shall be in writing, executed by the parties and attached to the original Contract for incorporation.

6. All communications or correspondence occurring under this Contract shall be directed to Lyle Guentzel, on behalf of Purchaser, and to MATT BUTORAC, on behalf of Seller, at the addresses above stated.

IN WITNESS WHEREOF the parties hereto have set their hands the day and date first above shown.

ST. LOUIS COUNTY AUDITOR

LYLE GUENTZEL

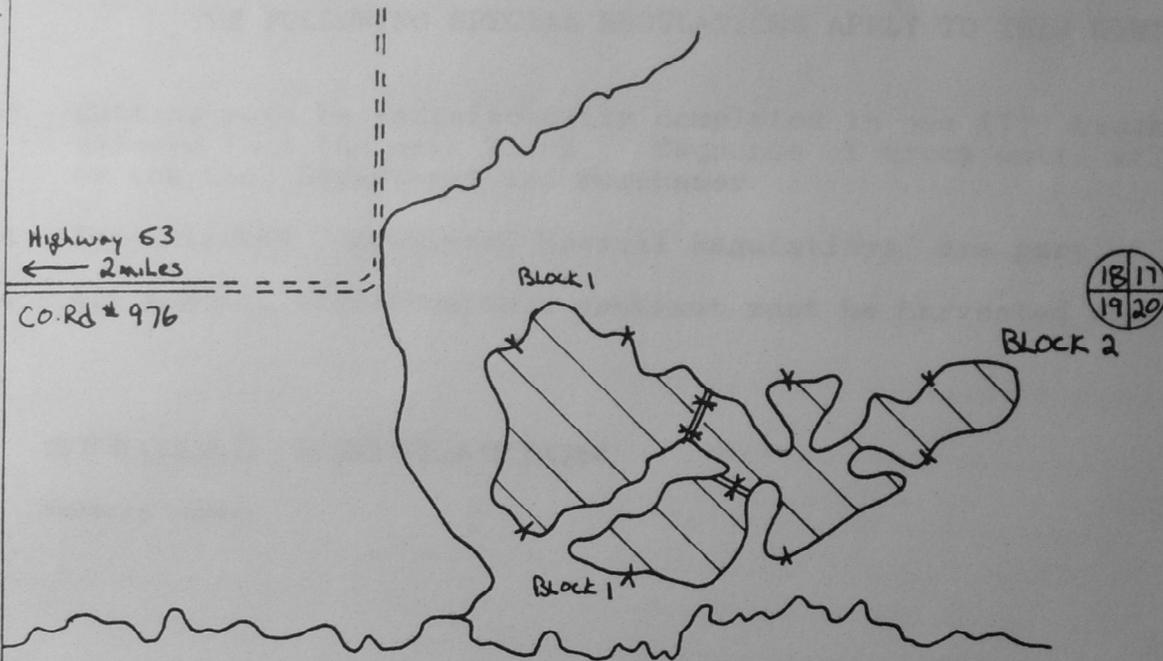
BY: John [Signature]  
Land Commissioner Representative

BY: Lyle Guentzel  
Its Owner

DATE: JAN 13, 1989

**C19860214**  
**Graft Timber**  
**Sale Map**

GRAFT SALE



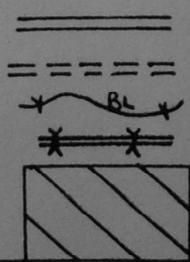
SECS. (NW<sup>1</sup>/<sub>4</sub>, W<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>) 19

TWP. 53 RGE. 16

SCALE: 4" = 1 mile

UNIT: D DATE 9-29-88

PREPARED BY Butorac



LEGEND

- ==== Maintained Gravel Road
- ==== Woods Road
- ~ BL ~ Blue Painted Sale + Cutting Boundary
- X — Orange Painted Block Boundary
- ▨ Designated Species Removal Reserve Cedar