

Exhibit C

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

PotlatchDeltic Land & Lumber, LLC
301 D. Street, Suite A
Lewiston, Idaho 83501

(Space Above for Recorder's Use)

<< SALE OF PARCEL >>

EASEMENT and ROAD MAINTENANCE AGREEMENT

THIS INDENTURE is made and entered into this ____ day of October, 2018, by and between **POTLATCHDELTIC LAND & LUMBER, LLC**, a Delaware limited liability company, hereinafter called "POTLATCH", whose address is 601 W 1st Avenue, Suite 1600, Spokane, WA 99201 and <<< **BUYER NAME** >>>, hereinafter called "BUYER", whose address is _____.

WHEREAS, POTLATCH and BUYER own real property situated in a part of the SW1/4 of the SW1/4 of Section 17 and the W1/2 of the NW1/4 of Section 20, Tosnship 45 North, Range 1 West, B.M., Benewah County, Idaho as more particularly shown on the attached Exhibit B ("The Property");

WHEREAS, POTLATCH owns real property described as Parcel A, B, C, D, F G, H and I, as more particularly described on the Record of Survey recorded <Date Survey Recorded> as Instrument Number < Instrument # of Survey > in the records of Benewah County, Idaho, and as depicted on **Exhibit B**, and

WHEREAS, BUYER owns real property described as Parcel E on said Record of Survey and as depicted on **Exhibit B**, and

WHEREAS, BUYER and POTLATCH use a road that benefits and burdens Parcels A, B, C, D, E, F, G, H and I of said Record of Survey to access their respective properties; the description of said road is described on **Exhibit A** and is depicted on the map attached as

Exhibit B.

WHEREAS, both POTLATCH and BUYER desire to grant easements to each other, and to their respective successors and assigns, across their respective properties, and POTLATCH and BUYER, and their respective successors and assigns, desire to establish terms for road maintenance for the mutual benefit of all current and future owners of The Property, subject to the terms and conditions hereof,

WITNESSETH:

POTLATCH and BUYER, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto each other, and to their respective successors and assigns, a perpetual non-exclusive easement over and across their respective properties for those portions of the Sixty (60) foot wide Easement Description that is described on **Exhibit A** and depicted on **Exhibit B** which crosses their respective properties. Said easement is for the benefit of the real property described on said Record of Survey as Parcels A, B, C, D, E, F, G, H and I.

TO HAVE AND TO HOLD said easement unto BUYER and POTLATCH, and to their respective successors and assigns, forever, subject to the following terms and conditions:

1. It is understood and agreed that the parties, their successors, assigns and their agents employees and contractors, may use the easements granted herein for all legal purposes, including but not limited to: (i) ingress and egress to and from their lands; (ii) maintenance of roads; (iii) managing and using their lands; (iv) developing their lands for recreational or residential purposes; and (v) installation, maintenance and service of utilities, such as electric, water, sewer and any others, on their respective lands.

2. It is understood and agreed that neither party shall permit or allow any temporary or permanent impediments or encroachments on the easement, other than snow, rainwater, runoff, other natural impediments and transient moving traffic, it being expressly intended that the parties, their successors and assigns and their agents, employees and contractors, shall at all times, have free, unobstructed use of the easement for the purposes allowed hereunder.

3. Any improvements or upgrades made to the easement granted hereunder shall be made at the sole expense of the party making the improvements without right of contribution from the other party. The parties shall notify each other in writing at least fourteen days in advance of any anticipated improvements and shall work together to minimize any disruptions to the other related to the construction of the improvements.

4. The parties agree that the other party and its successors, assigns, and their agents, employees and contractors, may utilize the easement granted hereunder for all legal purposes as specified in paragraph 1 including, but not limited to, the use and management of the party's lands, which may include the hauling of logs and timber products and other natural resource products from such lands. In addition, each party understands that the use of the easement may generate vehicle traffic, dust, noise and other characteristics and effects which may be regarded as undesirable by the other party. It is agreed by the parties that such potential undesirable characteristics and effects shall not invalidate or lessen the rights of the party and its successors and assigns, and their agents, employees and contractors, to make full and complete use of the easement granted hereunder, and each party and its successors and assigns and their agents, employees and contractors, shall have no obligation to abate or alter their utilization of the easement granted hereunder or of the real property served by the easement, provided that such utilization is in accordance with the terms and conditions of this Agreement and is in compliance with the applicable laws and regulations.

5. Each Party agrees that it will indemnify, hold harmless and defend the other Party from and against all liability, claims, damages, losses and expenses (including attorney fees) on account of injury to or death of any person or damage to or destruction of any property arising out of the use of the easement by themselves or by their invitees.

6. Each Party hereby covenants and agrees for itself and its heirs and assigns in the use of the above described easement, to comply with all federal, state and local laws (statutes, ordinances, rules, regulations, etc.) including but not limited to water quality protection, the Idaho Forest Practices Act and all environmental protection laws.

7. BUYER, POTLATCH, and their respective successors and assigns, and if applicable other parties entitled to use the road, agree to meet annually, or as otherwise mutually agreed, to discuss and coordinate road usage, maintenance, responsibilities and costs. The parties

hereto, and their successors, assigns, shall share the routine road maintenance costs in proportion to their respective uses of the roads which are subject to this Agreement described. Provided, however, that snow removal shall not be deemed routine road maintenance and shall be performed at the sole expense of the party desiring the snow removal with no right of contribution from the other party. And provided further that payment for any improvements or upgrades to such roads shall be governed by paragraph 3.

8. If a party, or their guests' or invitees', use of the easement causes extraordinary damage to the easement which would not have occurred given normal use of easement, then that party shall promptly repair or cause to be repaired, in a good and workmanlike manner, any such extraordinary damage.

9. The easements granted herein shall run with the land burdened by it. The rights, duties and obligations reflected in this instrument shall bind, burden and benefit each of the parties' successors and assigns.

10. Each Party reserves for itself, and for its successors and assigns, the right at all times, and for any purpose set forth herein, to go upon, cross and re-cross, at any place on grade or otherwise, said easement in a manner that will not unreasonably interfere with the rights granted to the other Party, or violate the express terms and conditions hereof.

11. The parties understand and agree that in the future each Party may sell its property or subdivide and sell its property to more than one person and that the successive owner or owners will only be entitled to use the identified easement for the purposes set forth herein and shall be subject to the terms of this Agreement.

12. Each Party reserves to itself all timber now on or hereafter growing within the easement on its respective land.

13. If any dispute should arise between the BUYER and POTLATCH or their respective successors or assigns with respect to the easement granted hereunder or this instrument, the prevailing party in the litigation (or in arbitration if arbitration is agreed) shall recover in addition to any other remedy awarded by the tribunal, all attorney's fees and costs of litigation.

IN WITNESS WHEREOF, BUYER and POTLATCH have caused this Easement and Road Maintenance Agreement to be duly executed as of the day and year first above written.

BUYER:

POTLATCH:

By POTLATCHDELTIC LAND & LUMBER, LLC
A Delaware limited liability company
Is Sole Member

By POTLATCH TIMBERLANDS, LLC
A Delaware limited liability company
Its Sole Member

By POTLATCHDELTIC FOREST HOLDINGS, INC.
A Delaware corporation
Its Sole Member

By _____
NAME_____

By _____
Benjamin D. Ballard
Senior Manager - Real Estate, Idaho

By _____
NAME_____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared **BUYER** known to me, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____ therein.
My commission expires: _____

STATE OF _____)
) ss
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared **BUYER** known to me, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____ therein.
My commission expires: _____

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared BENJAMIN D. BALLARD known to me to be the Senior Manager, Real Estate - Idaho, and authorized signor of POTLATCHDELTIC FOREST HOLDINGS, INC., a Delaware corporation as member/manager of POTLATCH TIMBERLANDS, LLC, a Delaware limited liability company, the member/manager of POTLATCHDELTIC LAND & LUMBER, LLC, a Delaware limited liability company that executed the within instrument, and on behalf of said limited liability company, acknowledged to me that he/she executed the same for and on behalf of said POTLATCHDELTIC LAND & LUMBER, LLC.

Notary Public for the State of Idaho
Residing at _____ therein.
My commission expires: _____

Exhibit A
Easement Description

Legal Description of Easement to be provided by Surveyor

Exhibit B Map of Easement Area

