



**A000289048**

**OFFICE OF THE COUNTY RECORDER  
KOOCHICHING COUNTY, MINNESOTA  
CERTIFIED AND RECORDED ON**

**12/15/2017 9:00 AM**

**Pages: 4**

**PAMELA ROONEY  
KOOCHICHING COUNTY RECORDER**

BY *Pamela Rooney* DEP

Reserved for Recording

## Easement

**THIS AGREEMENT,** made this 12<sup>th</sup> day of December, 2017, between the State of Minnesota, by and through the Auditor of the County of Koochiching, hereinafter called the Grantor, pursuant to the authority conferred upon the parties by Minnesota State Statute Chapter 282.04, Subd. 4a:

**PARTIES**      **Grantor:** The State of Minnesota, by and thru the Auditor of the County of Koochiching, State of Minnesota, and Board of Commissioners motion # 2017/12-22.

**GRANTEE:** Potlatch Minnesota Timberlands, LLC

### DESCRIPTION OF EASEMENT:

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across those parts of Government Lot 1 and Government Lot 2 of Section 33, Township 151 North, Range 27 West of the 5th Principal Meridian, Koochiching County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Section 33; thence North 00 degrees 23 minutes 17 seconds East (assuming a line between the South Quarter Corner of said Section 33 and said Southwest Corner bears South 88 degrees 54 minutes 40 seconds West) for 21.99 feet to the point of beginning of the centerline to be herein described;

thence North 88 Degrees 51 Minutes 41 Seconds East for 191.32 feet;  
thence North 82 Degrees 17 Minutes 03 Seconds East for 150.24 feet;  
thence North 89 Degrees 10 Minutes 40 Seconds East for 805.74 feet;  
thence South 88 Degrees 19 Minutes 52 Seconds East for 227.60 feet;  
thence North 84 Degrees 13 Minutes 06 Seconds East for 73.52 feet;  
thence North 67 Degrees 16 Minutes 56 Seconds East for 149.82 feet;  
thence North 57 Degrees 15 Minutes 04 Seconds East for 221.37 feet;  
thence North 61 Degrees 19 Minutes 18 Seconds East for 160.80 feet;  
thence North 75 Degrees 08 Minutes 46 Seconds East for 89.50 feet;  
thence North 77 Degrees 49 Minutes 19 Seconds East for 137.97 feet;  
thence North 51 Degrees 51 Minutes 45 Seconds East for 83.09 feet;  
thence South 81 Degrees 58 Minutes 04 Seconds East for 75.42 feet;  
thence South 56 Degrees 37 Minutes 52 Seconds East for 107.53 feet;  
thence South 62 Degrees 58 Minutes 00 Seconds East for 90.22 feet;  
thence South 58 Degrees 56 Minutes 09 Seconds East for 132.17 feet;  
thence South 39 Degrees 30 Minutes 29 Seconds East for 38.99 feet;  
thence South 14 Degrees 10 Minutes 23 Seconds East for 123.80 feet;  
thence South 66 Degrees 51 Minutes 34 Seconds East for 39.33 feet,

more or less, to the east line of said Government Lot 2 and said described centerline there terminating. The sidelines of said easement shall be prolonged or shortened to meet and terminate at said east line of said Government Lot 2, and the Easterly right of way line of County road #26.

Subject to the existing right-of-way of CR-26 and any other outstanding rights and interests, if any.

AND

An easement for ingress, egress, and utility purposes over, under, and across the south 50.00 feet of the west 100.00 feet of Government Lot 3 of Section 33, Township 151 North, Range 27 West of the 5th Principal Meridian, Koochiching County, Minnesota.

**PURPOSE:** 33 foot wide easement for ingress, egress, and utility purposes over, under, and across lands described in the description of easement and shown on Exhibit B attached.

**TERMS:** The term of this easement shall be perpetual; however, this easement will revert to the State of Minnesota in Trust for the taxing district in the event of non-use.

**CONDITIONS OF GRANT** The Grantor's land may be sold or leased for mineral or other legal purpose, subject to the easement, and all rights granted by the easement shall be excepted and reserved from Grantor's conveyance or lease except in the event of termination of the easement for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted. Grantor shall not be liable to Grantee or any person for any injuries or damages to person or property arising from construction, operation, or maintenance of said easement. If Grantee elects to install any utilities within said easement, Grantee shall notify Grantor and clearly mark the location of any such utilities.

**NONEXCLUSIVE** The easement shall be non-exclusive and open to public use as well as timber management and other purposes and under such terms as the County Board or the Land Commissioner of the County shall prescribe. This easement will be terminated if Grantee attempts to prevent Grantor complete access to public land.

**MAINTENANCE** Grantor provides no maintenance, unless otherwise agreed. Grantee may at its' own expense construct or maintain said easement area. Grantee is responsible for any permits necessary for construction and maintenance of said easement. If in the event that all of the timber within this easement is not removed during construction, the remaining timber will revert back to the County. Grantee is responsible to ensure proper drainage that may be altered due to construction or maintenance of said easement, including but not limited to culverts, water bars, lead-off ditches, and adequate revegetation.

**SEVERABILITY** If any term or condition of this easement is illegal, invalid, or unenforceable under present or future laws effective during the term of this easement, the remainder of this easement shall not be affected thereby.

**SUCCESSORS** All terms and conditions of this easement shall completely bind and inure to the benefit of the heirs, legal representatives, and successors of both Grantor and Grantees.

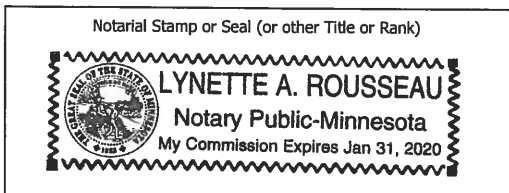
**IN WITNESS WHEREOF**, the parties have hereto caused these presents to be validly executed in their respective names as of the day and year written:

BY: Kevin Adee  
Chairperson, County Board, Kevin Adee

BY: Robert Peterson  
County Auditor, Robert Peterson

STATE OF MINNESOTA  
COUNTY OF KOOCHICHING

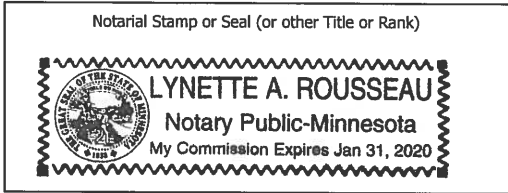
The foregoing instrument was acknowledged before me this 12th day of December, 2017,  
by Kevin Adee, Chairperson Koochiching  
County Board, Grantor(s).



Lynette A. Rousseau  
Signature of Person Taking Acknowledgement

The foregoing instrument was acknowledged before me this 13th day of December, 2017,  
by Robert Peterson, County Auditor

\_\_\_\_\_, Grantor(s).



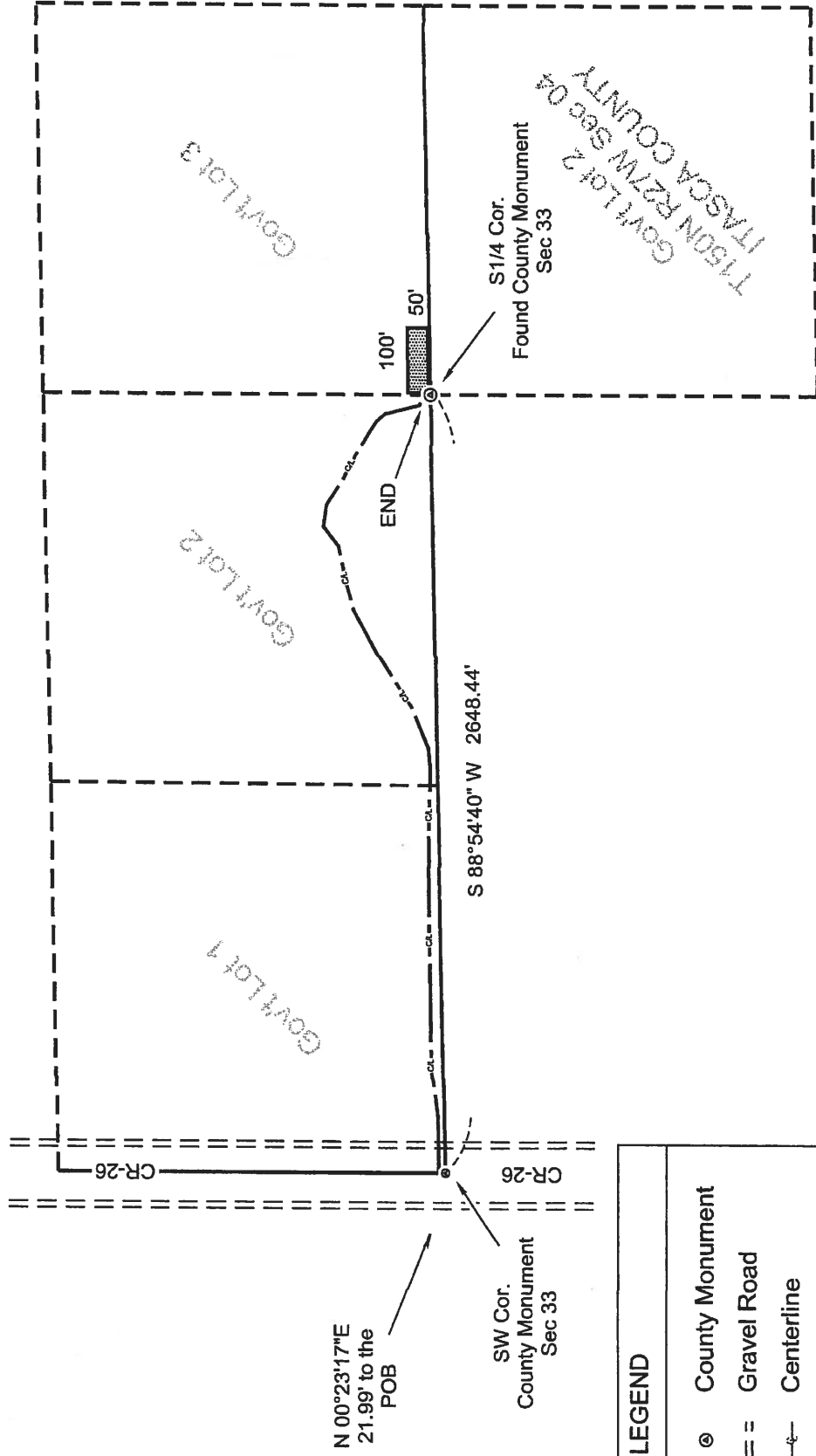
Lynette A. Rousseau  
Signature of Person Taking Acknowledgement

This instrument drafted by:  
Koochiching County Land Commissioner  
715 4<sup>th</sup> Street, Courthouse  
International Falls, Minnesota 56649

EXHIBIT B

# ROADWAY EASEMENT

An easement for ingress, egress, and utility purposes over, under, and across parts of Government Lot 1, Government Lot 2, and Government Lot 3, All in Section 33, Township 151 North, Range 27 West, Koochiching County, Minnesota



LEGEND	
⊙	County Monument
==	Gravel Road
—+—	Centerline

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*George E. Coulombe*  
George E. Coulombe

11/12/17  
Date

License No. 15810

# POTLATCH