



230876

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OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

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SOLEDAD HENRIKSEN, RECORDER

Well Certificate [] Received

Received from: MN DEPT OF NATURAL RESOURCES

Returned To: MN DEPT OF NATURAL RESOURCES
BUREAU OF REAL ESTATE MGMT
500 LAFAYETTE ROAD
ST PAUL, MN 55155

MN DEPARTMENT OF NATURAL RESOURCES

#142270/SFT00025

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 8th day of August, 2011, between Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, hereinafter called the Grantor, and the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by Potlatch Minnesota Timberlands, LLC, situated in the County of Wadena.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 for valuable consideration of the sum of Two Thousand Forty and 00/100 Dollars (\$2,040.00), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 8th day of August, 2011, a non-exclusive easement and right of way for road, trail or underground utility purposes, over and across the following described lands in the County of Wadena, State of Minnesota, and described as follows:

Legal Description:

See attached Exhibit A which is made part of this easement.

Special Provisions:

None

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion, except that Grantor shall repair any damage caused by it or its contractors.
3. The right-of-way hereby conveyed shall be open to the general public.

4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.
5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties, including but not limited to the power to issue utility licenses and permits under Minnesota Statutes, section 84.415 and Minnesota Rules, chapter 6135.
6. Grantee shall, during construction, maintenance and operation, take reasonable steps to protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.
7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.
8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way except as caused by Grantor.
9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as reasonably required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are reasonably necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives. If applicable, grantee shall comply with the terms indicated on the attached Invasive Species Lease Specifications on the attached Exhibit B.
10. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.
11. Grantee may maintain the right-of-way clearing by means of chemicals upon approval in writing by the Grantor.
12. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee, but if necessary, Grantor will relocate the road at its expense.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the Grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

All provisions of this easement shall run with the land and shall extend to and bind the heirs, successors and assigns of the respective parties of this easement. As used in this easement, the term "Grantor" includes the Grantor and its successors and assigns, and the term "Grantee" includes the Grantee and its successors and assigns.

POTLATCH MINNESOTA TIMBERLANDS, LLC.

By: _____

Its: _____

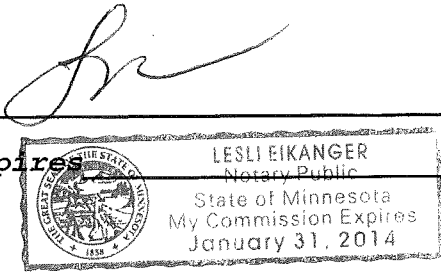
Shawn K Sunnarborg

STATE OF MINNESOTA }
COUNTY OF Careton }SS

On this 8 day of August, 2011, before me, a Notary Public within and for said county and state, personally appeared Shawn K. Sunnarborg, the Regional Resource Manager of Potlatch Minnesota Timberlands, LLC., a Delaware limited liability company, on behalf of said company, who signed the foregoing instrument and acknowledged that he signed the same as his free act and deed for the uses and purposes therein set forth.

Notary Public _____

My Commission Expires _____



This instrument has been drafted by the
Division of Lands and Minerals
Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota, 55155-4045

EXHIBIT A

EASEMENT DESCRIPTION

Huntersville State Forest SFT00025
Acquisition #142270
Potlatch Corporation
Section 14, Township 138 North Range 33 West
Wadena County

A perpetual easement for ingress and egress over and across the following described property: The Northwest Quarter of the Southeast Quarter of Section 14, Township 138 North, Range 33 West, Wadena County, Minnesota. Said perpetual easement following an existing road and being 16.5 feet on each side of the following described centerline: Commencing at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 14; thence on a bearing based on the 1983 Wadena County Coordinate System (1996 Adj) of North 87 degrees 28 minutes 43 seconds West along the North line of said Northwest Quarter of the Southeast Quarter a distance of 339.10 feet to the centerline of existing road and point of beginning of the easement centerline to be described; thence South 45 degrees 50 minutes 17 seconds West a distance of 275.64 feet along the centerline of existing road; thence South 58 degrees 47 minutes 44 seconds West a distance of 123.28 feet along the centerline of existing road; thence South 67 degrees 49 minutes 40 seconds West a distance of 149.65 feet along the centerline of existing road; thence South 49 degrees 24 minutes 56 seconds West a distance of 87.81 feet along the centerline of existing road; thence South 32 degrees 54 minutes 15 seconds West a distance of 192.73 feet along the centerline of existing road; thence South 32 degrees 37 minutes 32 seconds West a distance of 147.96 feet along the centerline of existing road; thence South 47 degrees 37 minutes 07 seconds West a distance of 60.70 feet along the centerline of existing road; thence South 66 degrees 47 minutes 32 seconds West a distance of 85.48 feet along the centerline of existing road; thence South 75 degrees 54 minutes 45 seconds West a distance of 85.19 feet along the centerline of existing road; thence South 63 degrees 24 minutes 08 seconds West a distance of 65.58 feet along the centerline of existing road; thence South 24 degrees 27 minutes 58 seconds West a distance of 68.08 feet along the centerline of existing road to a point 16.5 feet as measured perpendicular to the west line of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 32 minutes 13 seconds East parallel with and 16.5 feet easterly of said west line of the Northwest Quarter of the Southeast Quarter a distance of 449.30 feet, to the south line of said Northwest Quarter of the Southeast Quarter and there terminating.

The side lines of said strip are to be shortened or prolonged to terminate on the above described property.

04.014.3010

Prepared 10/09 D.A. Drusch
Checked 10/09 J.C. Jahnke
Checked 10/09 L.R. Pommerening