

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 8 day of July  
A.D. 2011 at 11:45 o'clock A.M.  
and was duly recorded as Doc. No. 0798478

*[Signature]*  
County Recorder  
By *[Signature]* Deputy

RETURN TO

*Michael LaBorde*

## EASEMENT AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS**, That Potlatch Lake States Timberlands, LLC, a Delaware limited liability company ("Grantor"), in consideration of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Michael R. La Borde ("Grantee"), a permanent non-exclusive easement for vehicular and pedestrian ingress and egress, and underground utility purposes, including the right to install, maintain and repair roadways and underground utilities as necessary, over, under and across the following described property in Crow Wing County, Minnesota, described as follows:

See attached Exhibit A; said easement is depicted on the surveyor's drawing attached as Exhibit B

Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows:

② The South One-Half of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, and the Northeast Quarter of the Southwest Quarter, all in Section 30, Township 137, Range 26.

By acceptance hereof, Grantee: (a) acknowledges and agrees 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) acknowledges and agrees 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) covenants and agrees that Grantor shall not be liable to Grantee 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 Grantee in connection with or related to the use, construction, operation or maintenance of the easement in any manner by Grantee, or other parties using the easement with the permission or acquiescence of Grantee, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

Grantor may, at its option and at its expense, relocate any roadway and utilities located within the easement, provided that said relocation is substantially 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.

The intent herein is to create a private easement to be used by Grantor and Grantee, and not other members of the public. No roadway constructed within the easement may be turned over for public maintenance, without the prior consent of Grantor. 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, denied 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 Grantee and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantee" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantee.

EXECUTED as of the 13<sup>th</sup> day of June, 2011.

POTLATCH LAKE STATES TIMBERLANDS, LLC

By: [Signature]

Its: Regional Manager

STATE OF MINNESOTA )  
COUNTY OF Carleton ) ss

The foregoing was acknowledged before me this 13 day of June, 2011, by Shawn Sumnarberg, the Regional Manager of Potlatch Lake States Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]

This Instrument was Drafted By:  
**RUDY, GASSERT, YETKA & PRITCHETT**  
A Professional Association  
123 Avenue C  
Cloquet, MN 55720  
(218) 879-3363 DCP


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT  
NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)  
 **LESLIE EIKANGER**  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2014

Exhibit A

LEGAL DESCRIPTION  
(Ingress Egress Easement)

Of a centerline of a 35 foot wide ingress egress easement over and across the following described property:

That part of the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼) and the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼), Section 31, Township 137 North, Range 26 West, Crow Wing County, Minnesota, said easement more specifically described as follows:

Commencing at the North Quarter corner of said Section 31, thence S 00° 00' 22" E, coincident with the north-south quarter line of said Section 31, a distance of 1171.72 feet to the Point of Beginning of the centerline to be herein described; thence S 06° 41' 27" E, leaving said north-south quarter line, 150.34 feet; thence S 00° 00' 22" E, 2.64 feet to the north line of said SW ¼ NE ¼; thence through and across said SW ¼ NE ¼ the following eleven (11) courses and distances:

- (1) Continuing S 00° 00' 22" E, 284.39 feet to a point of curvature of a tangential curve concave to the northeast
- (2) With said curve having a radius of 200.00 feet, central angle of 42° 11' 53", chord length 143.99 feet (chord bears S 21° 06' 18" E) for an arc length of 147.30 feet to a point of tangency
- (3) S 42° 12' 15" E, 87.10 feet
- (4) S 50° 17' 17" E, 155.39 feet to a point of curvature of a tangential curve concave to the west
- (5) With said curve having a radius of 57.28 feet, central angle 100° 26' 57", chord length 88.05 feet (chord bears S 00° 03' 49" E) for an arc length of 100.42 feet to a tangential point of reverse curvature concave to the East
- (6) With said curve having a radius of 84.68 feet, central angle 79° 54' 59", chord length 108.77 feet (chord bears S 10° 12' 11" W) for an arc length of 118.11 feet to a non-tangent point of curvature of a curve concave to the Northwest
- (7) With said curve having a radius of 194.87 feet, central angle 64° 56' 18", chord length 209.23 feet (chord bears S 28° 05' 21" W), for an arc length of 220.87 feet to a non-tangent point of curvature of a curve concave to the Southeast
- (8) With said curve having a radius of 92.55 feet, central angle 64° 48' 29", chord length 99.19 feet (chord bears S 49° 57' 41" W), for an arc length of 104.68 feet to a point of tangency
- (9) S 17° 33' 26" W, 65.87 feet to a tangential point of curvature concave to the Southeast
- (10) With said curve having a radius of 350.00 feet, central angle 17° 33' 48", chord length 106.87 feet (chord bears S 08° 46' 32" W), for an arc length of 107.29 feet to a point of tangency
- (11) S 00° 00' 22" E, 127.62 feet to a point on the south line of said SW ¼ NE ¼

D.C.A. 12/05/07

and said centerline there terminating, from which the center of said Section 31 bears N 84° 40' 17" W, 17.58 feet.

Sidelines of said easement shall be prolonged or shortened to intersect the West line of said NW ¼ NE ¼ and the South line of said SW ¼ NE ¼.

This description was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor in the State of Minnesota.

  
*Donald E. Sigety*

Donald E. Sigety, Minnesota Reg. No. 23945

*12/05/07*  
Date

**CERTIFICATE OF SURVEY for CROW WING COUNTY LAND DEPARTMENT**  
**PART OF THE NW1/4-NE1/4 AND THE SW1/4-NE1/4,**  
**SECTION 31, T 187 N, R 28 W, CROW WING COUNTY, MN**

**LEGAL DESCRIPTION**  
 Open System Boundary

Of a meadow of a 32 foot wide riparian system across and across the following described property:

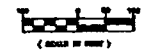
That part of the Northeast Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the Southeast Quarter of the Northeast Quarter (SW 1/4 NE 1/4), Section 31, Township 187 North, Range 28 West, Crow Wing County, Minnesota, and associated areas as specifically described as follows:

- Commencing at the North Quarter corner of said Section 31, thence S 09° 00' 22" E, 100.00 feet to the north-south corner line of said Section 31, a distance of 1171.77 feet to the Point of Beginning of the meadow to be here described, thence S 09° 47' 22" E, bearing and north-south distance being 129.34 feet; thence S 09° 00' 22" E, 2.64 feet to the north line of said SW 1/4 NE 1/4; thence as follows:
- (1) Continuing S 09° 00' 22" E, 224.20 feet to a point of curvature of a tangential curve across to the Northwest
  - (2) With said curve having a radius of 100.00 feet, central angle of 42° 17' 52", chord length 142.87 feet (chord bears S 31° 00' 18" W) to an arc length of 147.24 feet to a point of tangency
  - (3) S 09° 12' 12" E, 97.10 feet
  - (4) S 20° 17' 17" E, 152.24 feet to a point of curvature of a tangential curve across to the West
  - (5) With said curve having a radius of 17.22 feet, central angle 130° 20' 17", chord length 35.92 feet (chord bears S 09° 03' 49" E) for an arc length of 190.47 feet to a tangential point of curvature across to the East
  - (6) With said curve having a radius of 100.00 feet, central angle 70° 24' 00", chord length 108.77 feet (chord bears S 10° 12' 11" W) for an arc length of 118.11 feet to a tangential point of curvature of a curve across to the Northwest
  - (7) With said curve having a radius of 194.87 feet, central angle 44° 30' 18", chord length 269.23 feet (chord bears S 29° 02' 21" W), for an arc length of 220.27 feet to a tangential point of curvature of a curve across to the Northwest
  - (8) With said curve having a radius of 192.23 feet, central angle 44° 40' 20", chord length 268.19 feet (chord bears S 09° 23' 11" W), for an arc length of 184.89 feet to a point of tangency
  - (9) S 17° 32' 25" W, 42.87 feet to a tangential point of curvature across to the Northwest
  - (10) With said curve having a radius of 250.00 feet, central angle 17° 32' 49", chord length 108.87 feet (chord bears S 09° 40' 22" W), for an arc length of 117.23 feet to a point of tangency
  - (11) S 09° 00' 22" E, 127.43 feet to a point on the North line of said SW 1/4 NE 1/4, and said meadow there terminating, from which the corner of said Section 31 bears S 04° 40' 17" W, 17.22 feet.

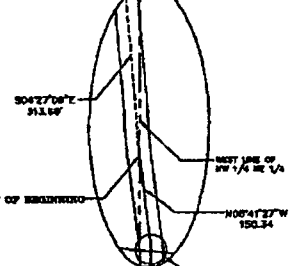
Said line of said meadow shall be prolonged or shortened to intersect the West line of said SW 1/4 NE 1/4 and the South line of said SW 1/4 NE 1/4.



REFERENCE ARE ON COUNTY COORDINATES



(SCALE IN FEET)



CHORD LENGTH	BEARING	CURVE DATA	ARC LENGTH
142.87	S 31° 00' 18" W	R=100.00, Δ=42° 17' 52"	147.24
108.77	S 10° 12' 11" W	R=100.00, Δ=70° 24' 00"	118.11
269.23	S 29° 02' 21" W	R=194.87, Δ=44° 30' 18"	220.27
268.19	S 09° 23' 11" W	R=192.23, Δ=44° 40' 20"	184.89
108.87	S 09° 40' 22" W	R=250.00, Δ=17° 32' 49"	117.23

LINE	BEARING	DISTANCE
1-2	S 09° 00' 22" E	100.00
2-3	S 09° 47' 22" E	129.34
3-4	S 09° 00' 22" E	2.64

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 Donald E. Breyer, M.L.S., No. 2000  
 2/10/07