

488061

OFFICE OF THE COUNTY RECORDER

Fee: \$46.00

TODD COUNTY, MINNESOTA

Certified filed and/or recorded on: January 30, 2014 11:22 AM

Cheryl Perish, County Recorder

COUNTY CLERK/CLERK EMERUS: ST:04  
RECORDER: TECHNOLOGY TRAINING  
SERIES TRAINING: GEN FTRAD-01110  
GENERAL ABSTRACT: 37430

Well Certificate ( ) Received

Received from: PEMBERTON SORLIE RUFER KERSCHNER PLLP

PEMBERTON SORLIE RUFER KERSCHNER PLLP

Returned To: 110 N MILL ST

FERGUS FALLS, MN 56537

### EASEMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 23<sup>rd</sup> day of December, 2013, by and between POTLATCH LAKE STATES TIMBERLANDS, LLC, a Minnesota limited liability company, party of the first part, which expression shall include its administrators, agents or assigns where the context so requires or admits, and JAMES A. DUTT and SHARON L. DUTT, husband and wife, parties of the second part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, WITNESSETH:

WHEREAS, The party of the first part owns and has title to that real estate and real property located in the County of Todd, and State of Minnesota, described as follows, to-wit:

Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West (Tract 1);

and

WHEREAS, The parties of the second part own and have title to that real estate and real property located in the County of Todd, and State of Minnesota, described as follows, to-wit:

Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West (Tract 2);

and

Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West (Tract 3);

and

WHEREAS, The party of the first part desires an access easement appurtenant to Tract 1 for ingress and egress purposes over and across Tract 3 owned by the parties of the second part, and the parties of the second part desire an access easement appurtenant to Tract 2 for ingress and egress purposes over and across Tract 1 owned by the party of the first part.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The parties of the second part for valuable consideration paid by the party of the first part, do hereby grant, assign, and set over to the party of the first part the following described easement, to-wit:

A 33.00-foot-wide easement for ingress, egress and utility purposes centered over ~~and across an existing road, all in the Southwest Quarter of the Southwest Quarter~~ (SW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West, Todd County, Minnesota, being 16.50 feet on each side of the following described center line:

Commencing at the Southwest corner of said Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West; thence South 89°11'16" East, 1,143.05 feet (assuming a line between the South Quarter corner of Section Twenty-one (21) and the Southwest corner of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West, bears North 89°11'16" West) to the actual point of beginning of the easement center line to be described; thence North 00°37'48" East for 1,302.05 feet; thence North 06°36'39" East for 26.43 feet to the North line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West and there said easement terminating. The side lines of said easement to be lengthened or shortened to meet and terminate at said North line.

Said easement or right of way, which is designed to serve all of said tracts, shall be for the common use, for feet and vehicle traffic, as a means of ingress and egress and other lawful purposes, and shall be for the common benefit of the present and future owners of said tracts, respectively, and their and each of their contract vendees, tenants, invitees, and licensees.

2. The party of the first part for valuable consideration paid by the parties of the second part, does hereby grant, assign, and set over to the parties of the second part the following described easement, to-wit:

A 33-foot-wide easement for ingress, egress and utility purposes centered over and across an existing road all in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) and the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ /SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township One Hundred Thirty-three (133) North,

Range Thirty-two (32) West, Todd County, Minnesota, being 16.50 feet on each side of the following described center line:

Commencing at the Southwest corner of said Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West; thence South 89°11'16" East, 1,143.05 feet (assuming a line between the South Quarter corner of Section Twenty-one (21) and the Southwest corner of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West bears North 89°11'16" West) to the actual point of beginning of the easement center line to be described; thence North 00°37'48" East for 1,302.05 feet; thence North 06°36'39" East for 88.91 feet; thence North 21°43'50" East for 67.00 feet; thence North 35°49'02" East for 75.80 feet; thence North 42°25'38" East for 141.06 feet to the East line of the Northwest Quarter of the Southwest Quarter of Section Twenty-one (21), Township One Hundred Thirty-three (133) North, Range Thirty-two (32) West and ~~there said easement remaining~~ ~~the side lines~~ of said easement to be lengthened or shortened to meet and terminate at said East line.

Said easement or right of way, which is designed to serve all of said tracts, shall be for the common use, for foot and vehicle traffic, as a means of ingress and egress and other lawful purposes, and shall be for the common benefit of the present and future owners of said tracts, respectively, and their and each of their contract vendees, tenants, invitees, and licensees.

3. The parties hereto shall fully use and enjoy their premises, except as to the rights herein granted; and each hereby agrees to hold and save the other harmless from any and all damage arising from their use of the right, easement, and right of way herein granted, and each agrees to pay any damage or damages which may arise to the property, premises or rights of the other through their use, occupation and possession of the rights herein granted.

4. Said easements or right-of-way shall at all times be kept open and free from obstructions so that the same may be used in common for the purposes contemplated, and none of the parties hereto shall cause or permit anything to be done whereby the common use of said easements or right-of-way shall be prevented or interfered with.

5. To have and to hold the said easements, right, and right of way unto the party of the second part, the party of the second part's heirs, successors or assigns appurtenant to their said real property and running with the land.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement as of the day and year first above written.

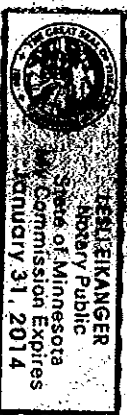
POTLATCH LAKE STATES  
TIMBERLANDS LLC

By   
Matthew Reginald Wang, CEO

STATE OF MINNESOTA )  
 )  
 ) ss.

The foregoing instrument was acknowledged before me this 17 day of December, 2013, by Matthew Reginald Wang, of POTLATCH LAKE STATES TIMBERLANDS LLC, a Minnesota limited liability company, party of the first part.

  
Notary Public

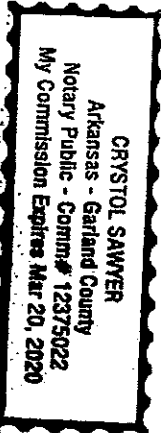


James A. Duit  
James A. Duit

Sharon L. Duit  
Sharon L. Duit

STATE OF ARKANSAS  
) ss.  
COUNTY OF GARLAND )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 2013, by JAMES A. DUIT and SHARON L. DUIT, husband and wife, parties of the second part.



Crystal Sawyer  
Notary Public

This instrument was drafted by:  
PEMBERTON, SORLIE, RUFER & KERSHNER, P.L.L.P.  
110 North Mill Street  
Fergus Falls, Minnesota 56537  
Telephone: 218-736-5493

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Real Estate 12