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OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: Received from name

Returned To: MN DEPARTMENT OF NATURAL RESOURCES
ATTN: SUSAN MAKI
500 LAFAYETTE ROAD
ST PAUL, MN 55155

(Above Space Reserved For Recording Information)

(160318)

EASEMENT

THIS INDENTURE, Made this 9 day of March, 2016, between POTLATCH MINNESOTA TIMBERLANDS, LLC, a limited liability company under the laws of the State of Delaware, Grantor, and STATE OF MINNESOTA, a sovereign body, Grantee,

WITNESSETH, That the said Grantor, in consideration of the sum of ONE THOUSAND EIGHT HUNDRED FIFTEEN and NO/100 DOLLARS (\$1,815.00), does hereby Convey and Warrant to the State of Minnesota, for roadway purposes, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement over and upon the following described premises situated in the County of Lyon and State of Minnesota, to-wit:

WADENA

A 33.00 foot wide perpetual easement for ingress and egress, over and across the South Half of the Southwest Quarter of Section 5, Township 135 North, Range 33 West, Wadena County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southwest corner of said South Half of the Southwest Quarter; thence on an assumed bearing of North 02 degrees West, along the west line of said South Half of the Southwest Quarter a distance of 1195.9 feet to the centerline of an existing trail road and the point of beginning of the easement centerline to be described: thence South 89 degrees East a distance of 365.3 feet along the centerline of the existing trail road; thence North 89 degrees East a distance of 103.8 feet along the centerline of the existing trail road; thence North 82 degrees East a distance of 163.7 feet along the centerline of the existing trail road; thence North 85 degrees East a distance of 52.3 feet along the centerline of the existing trail road; thence South 89 degrees East a distance of 144.1 feet along the centerline of the existing trail road; thence North 89 degrees East a distance of 175.9 feet along the centerline of the existing trail road; thence North 71 degrees East a distance of 80.6 feet along the centerline of the existing trail road; thence North 61 degrees East a distance of 173.6 feet along the centerline of the existing trail road; thence North 77 degrees East a distance of 113.2 feet along the centerline of the existing trail road; thence North 47 degrees East a distance of 19.9 feet, more or less, along the centerline of an existing trail road, to the south line of the Northeast Quarter of the Southwest Quarter of said Section 5 and there terminating.

The side lines of said easement strip are to be shortened or prolonged to terminate on the North and West lines of said South Half of the Southwest Quarter.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO:

Construct, operate, improve and maintain a road for multiple-use forestry purposes.

FURTHER COVENANTING, THE GRANTOR, FOR ITSELF, SUCCESSORS AND ASSIGNS:

1. Grant and convey to the Grantee, its successors and assigns, the right to construct, operate, improve and maintain a road. This grant includes all grasses, shrubs, trees and natural growth now existing on the easement or that may be hereafter planted or grown thereon. The presence, absence and value of timber on the land has been considered in the appraisal and hereafter belongs to the Grantee. In addition, this grant includes the Grantee's right to remove and use earth and other materials lying within the easement.

2. The Grantee shall have full, free and quiet use and control of the easement land and may, without the consent of the Grantors, issue either licenses to third parties or authorize use by the general public, or both.

3. The Grantor reserves the right to use the road consistent with the Grantee's construction, maintenance and use restrictions. The Grantor shall not disturb, interrupt or otherwise hinder the Grantee's use and development of the road.

4. The Grantor releases the Grantee, its successors and assigns, from all claims for any and all damages to the lands through and across which this easement is located, by reason of this easement.

5. The Grantee shall have the right to post signs along the easement as it deems necessary for road purposes.

6. The Grantor shall not construct any building, structure or other improvement, or plant trees or other vegetation, on the easement, or cut any trees or remove any vegetation from the easement, without the written consent of the Commissioner of Natural Resources.

7. The Grantee shall have the right to close, restrict or otherwise manage the road.

WADENA *WAD*

8. As consideration for the grant of the easement, the Grantee hereby releases all of its interest in that part of that certain Prescriptive Forest Road Easement recorded on May 27, 2009, in the Lyon County Recorder's Office as Document No. A224588, which is located in the Southwest Quarter of Section 5, Township 135 North, Range 33 West.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, Forever.

