

RETURN TO: CLOSE CONVERSE COMMERCIAL PROPERTIES  
521 CHARLES STREET #201  
PO BOX 327  
BRainerd, MN 56401

**FEE: \$46.00**

**PAGES: 8**

## EASEMENT AGREEMENT

*KNOW ALL MEN BY THESE PRESENTS*, That POTLATCH TRS MINNESOTA, LLC, a Delaware limited liability company ("Grantor"), for good and valuable consideration, hereby grant and convey to ALLEN V. HALL AND LAURIE S. HALL, A/K/A LAURIE EVERHART, husband and wife ("Grantees"), a permanent non-exclusive easement for ingress, egress and utility purposes, including the right to maintain and repair roadways and facilities as necessary, over, across and under the following described property in Crow Wing County, Minnesota, described as follows:

See attached Exhibit A

(the "Easement").

The Easement shall be appurtenant to and benefit the property owned by Grantee described as follows, including future subdivisions thereof:

Exhibit B

(the "Grantees' Property")

The Easement shall be appurtenant to and burden the property owned by Grantors described as follows:

Exhibit C

(the "Grantors' Property").

By acceptance hereof, Grantees: (a) acknowledge and agree 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.; and (b) acknowledge and agree that Grantee will 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 Grantees' rights and privileges, and shall have the unrestricted right to use and cross any roadway located within the Easement.

**Replacing Previous Easement.** This Easement Agreement is replacing that easement of record as Document Number 593345 recorded in the Crow Wing County Recorder's office described as the East 33 feet of the South 50 feet of the Southeast Quarter of the Southeast Quarter of Section 15, Township 134N, Range 28W in Crow Wing County, Minnesota.

**Maintenance; Damage; Costs.** The driveway located upon the Easement described shall be maintained in a good and workmanlike fashion, shall be neat in appearance, and snow may be deposited immediately on either side of the driveway, as shall be reasonably necessary to keep the driveway open and safe for travel, but it shall not be deposited in such a manner as to create a safety hazard or an undue burden on adjoining property. Expenses of repairing, maintaining and upgrading portions of the driveway shall be shared equally by those parties which make joint use of the driveway in proportion to their use; parties who make no use of portions of the driveway shall have no obligation to contribute to repairs, maintenance or upgrades of portions which they do not use. Damage to the driveway caused by a party, such as rutting or cuts for utilities, shall be repaired by such party as soon thereafter as is practicable. The parties agree that they will cooperate in discussing road repairs, maintenance and upgrades and determining what work is to be undertaken. All actions as to expenditures for repairs, maintenance and upgrades must be unanimous or agreed to by the parties who will pay for same. No driveway constructed within Easement may be turned over for public maintenance without the prior consent of all parties hereto. Parties shall not park their vehicles or permit others to park vehicles (or otherwise block) the driveway, without first obtaining permission from the other parties validly using the driveway. The parties agree to allow state vehicles, fire and emergency vehicles and other vehicles as the parties deem necessary to use the Easement.

**Indemnification.** Each party shall indemnify, defend, and hold the other harmless from and against any and all liability, loss, damage, claim or act based upon or arising out of damage to persons (including, but not limited to, death) or property caused by or sustained in connection with the negligent or willful acts of such indemnifying party, or the indemnifying party's use of the Easement. The foregoing indemnity shall bind and benefit the owner of a parcel only with respect to events and claims occurring or accruing during said owner's tenure of ownership of the subject parcel.

**Enforcement.** Each party shall have the right to enforce this Easement Agreement by proceedings at law or in equity, provided that a breach of this Easement Agreement shall not entitle any owner to cancel, rescind or otherwise terminate the Easement Agreement. Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other or alternative forms of relief, and no delay or forbearance by a non-defaulting party shall be deemed a waiver of the subject default or any subsequent default of a similar nature. In the event either party hires an attorney to enforce or defend its rights hereunder, the prevailing party shall be entitled to recover its reasonable costs and attorney fees. Without limitation of the foregoing, if a party defaults under any of its obligations under this Easement Agreement, and

such default continues for ten days after receipt of written notice from the other party, then the non-defaulting party may exercise one or more of the following remedies:

- a. Cure the default and charge the cost thereof to the defaulting party, and all such costs shall be payable on demand and shall bear interest from the date of demand until paid in full at the rate of 8% per annum; or
- b. Seek injunctive relief and/or specific performance.

**No Public Dedication.** Nothing herein contained shall be deemed to be a gift or a dedication of all or any portion of the Easement to a municipality or for the benefit of the general public.

**Good Faith and Fair Reading.** It is the intention of the parties that the rights and Easement hereby created and granted is to be used and maintained in a manner consistent with the best interests of the owners of the parcels. To this end, whenever a matter arises that is not covered specifically by the terms of this Easement Agreement, the parties covenant that they will deal fairly and attempt to resolve the matter in good faith, and in keeping with the spirit of the express agreements contained herein.

**Severability.** Invalidation of any provision of this Easement Agreement by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**Amendment.** This Easement Agreement may be amended only by an instrument signed by the owners and mortgagees of the parcels to which it is appurtenant. Each amendment must be recorded with the County Recorder and/or Registrar of Titles, as appropriate.

In the event any survey of the road or Easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and the Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be divided equally between Grantor and Grantee.

No gate or barrier may be placed at any point on the roadway constructed within the Easement without the prior consent of Grantor and Grantee.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this Easement Agreement. This Easement 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 "Grantors" or "Grantee" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantors and Grantee.

*[The remainder of this page has been intentionally left blank.]*

EXECUTED as of the 31 day of August, 2016.

**POTLATCH TRS MINNESOTA, LLC,**  
a Delaware limited liability company

By: [Signature]

Name: Shawn L Sunnarborg

Title: Region Manager

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF Carlton    )

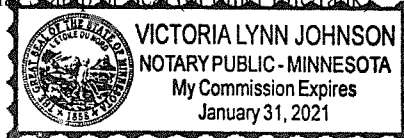
The foregoing instrument was acknowledged before me this 31 day of August, 2016, by Shawn Sunnarborg, the Region manager of **POTLATCH TRS MINNESOTA, LLC**, a Delaware limited liability company, on behalf of the company, Grantee.

This Instrument was Drafted By:  
RUDY, GASSERT, YETKA,  
PRITCHETT & HELWIG, P.A.  
813 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3363

BGS

[Signature]  
Signature of Person Taking Acknowledgment

Notarial Stamp or Seal (or other title/rank)



Allen V. Hall  
ALLEN V. HALL

Laurie S. Hall  
LAURIE S. HALL, A/K/A LAURIE EVERHART

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF Crow Wing )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of September, 2016, by ALLEN V. HALL and LAURIE S. HALL, LAURIE S. HALL, A/K/A LAURIE EVERHART, husband and wife, as Grantors.

Notarial Stamp or Seal (or other title/rank)



Deborah R. Sjoblom  
Signature of Person Taking Acknowledgment

EXHIBIT A  
(Potlach Easement to Halls)


 The East 33 feet of the South 50 feet of the Southeast Quarter of the Southeast Quarter of Section 15, Township 134N, Range 28W in Crow Wing County, Minnesota.

EXHIBIT B  
(Halls Parcel)

Q That part of the South 660.00 feet of the Southwest quarter of the Southwest quarter of Section 14, Township 134 North, Range 28 West, Crow Wing County, Minnesota which lies Westerly of the Minnesota Department of Natural Resources Paul Bunyan Trail (former Burlington Northern Railroad). Subject to a permanent easement for ingress and egress purposes over and across the west 33.00 feet thereof. Subject to easements, reservations and restrictions of record, if any.

AND

Q A 33 foot easement for ingress and egress over and across the Northwest quarter of the Northwest quarter (NW 1/4 NW 1/4) and the Southwest quarter of the Northwest quarter (SW 1/4 NW 1/4), Section 23, Township 134 North, Range 28 West, Crow Wing County, Minnesota lying 16.50 feet each side of the following described line: Commencing at the iron monument at the Northwest corner of said NW 1/4 NW 1/4; thence South 00 degrees 03 minutes 25 seconds East 958.71 feet along the West line of said NW 1/4 NW 1/4 to the point of beginning of the line to be described; thence South 38 degrees 50 minutes 18 seconds East 55.19 feet; thence South 49 degrees 19 minutes 01 second East 320.05 feet; thence Easterly 109.77 feet along a tangential curve, concave to the North, central angle 57 degrees 26 minutes 56 seconds, radius 109.48 feet; thence North 73 degrees 14 minutes 03 seconds East, tangent to the last described curve, 55.19 feet; thence Easterly 235.47 feet along a tangential curve, concave to the South, central angle 47 degrees 34 minutes 10 seconds, radius 283.62 feet; thence South 59 degrees 11 minutes 46 seconds East, tangent to the last described curve, 126.04 feet; thence Easterly 298.36 feet along a tangential curve, concave to the North, central angle 38 degrees 19 minutes 11 seconds, radius 446.11 feet; thence North 82 degrees 29 minutes 03 seconds East, tangent to the last described curve, 258.40 feet to the East line of said NW 1/4 NW 1/4; and said line there ending. The sidelines of said easement are prolonged or shortened to terminate at said East and West lines of the NW 1/4 of NW 1/4. Subject to the right-of-way for Trunk Highway 25 along said East line of the NW 1/4 NW 1/4.

AND

Q A non-exclusive easement for travel over and across the Easterly 33 feet of the Northeast quarter of the Northeast quarter, Section 22, Township 134, Range 28, according to the U. S. Government Survey thereof on file and of record in the office of the County Recorder in and for said County and State.

EXHIBIT C  
(Potlach Parcel)

The Southeast Quarter of the Southeast Quarter, Section 15, Township 134, Range 28,  
Crow Wing County, Minnesota.

