



A000362390

OFFICE OF THE COUNTY RECORDER
HUBBARD COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON11/15/2012 12:08:39 PM
AS DOC #: A000362390NICOLE K. LUETH
HUBBARD COUNTY RECORDERBY RLB Dep

PAGES: 5

Well Discl Recd _____

No delinquent taxes and transfer entered; Certificate of Real Estate Value () filed (<input checked="" type="checkbox"/>) not required	
Certificate of Real Estate Value No. <u>November 15 2012</u>	
<u>Darr Heeren</u>	
	County Auditor
by <u>06.12.00100</u>	<u>Ken</u> Deputy
<u>06.12.00500</u>	

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to BRIAN A. FLYNN ("Grantee"), a permanent 33' wide non-exclusive easement for ingress, egress, roadway and utility purposes, including the right to construct, maintain and repair roads and utilities as necessary, over, under and across the following described property in Hubbard County, Minnesota, described as follows:

See attached Exhibit A; said easement is depicted on Exhibit B

Said easement shall be appurtenant to and benefit the property situated in Hubbard County, Minnesota, owned by Grantee and described as follows:

Northwest Quarter of Southeast Quarter, Section 12, Township 139, Range 33

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 to a location elsewhere on Grantor's property, 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. The easement granted herein is intended for use by the owner(s) of Grantee's undivided property, but not for future subdivisions thereof. 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 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 "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 31 day of October, 2012.

HUBBARD COUNTY

Deed Tax

\$ Exempt Paid

Date 11/15/12 No.

Pam Heeren Co. Aud/Treas

RD Deputy

POTLATCH MINNESOTA TIMBERLANDS, LLC, a
Delaware limited liability company

By: [Signature]

Name: Shawn K. Sunnaborg

Title: Region Manager

STATE OF MINNESOTA)

COUNTY OF Carlton) ss)

The foregoing was acknowledged before me this 31 day of October, 2012, by Shawn K. Sunnaborg, the Region Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company.

This Instrument was Drafted By:

RUDY, GASSERT, YETKA & PRITCHETT
A Professional Association
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 DCP

Marianne M. Niemi
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/FRANK)



MARIANNE M. NIEMI
Notary Public
State of Minnesota
My Commission Expires
January 31, 2016

Mail : Brian A. Flynn
20756 Forest Park Dr
Park Rapids MN 56470

Exhibit A

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across the Southwest Quarter Section 12, all in Township 139 North, Range 33 West, Hubbard County, Minnesota, being 16.5 feet on each side of the following described centerline.

Commencing at the West Quarter Corner of said Section 12, Township 139 North, Range 33 West, thence South 87 degrees 51 minutes 02 seconds East, 1796.81 feet (assuming a line between the Southwest Corner of Section 12, Township 139 North, Range 33 West, and the West Quarter Corner of Section 12, Township 139 North, Range 33 West, bears North 02 degree 26 minutes 41 seconds East) to the actual point of beginning of the easement centerline to be described;

thence South 37 Degrees 42 Minutes 58 Seconds East for 67.45 feet;
thence South 78 Degrees 56 Minutes 00 Seconds East for 312.89 feet;
thence South 58 Degrees 11 Minutes 20 Seconds East for 127.90 feet;
thence South 26 Degrees 35 Minutes 58 Seconds East for 87.05 feet;
thence South 44 Degrees 41 Minutes 57 Seconds East for 222.27 feet;
thence South 73 Degrees 09 Minutes 44 Seconds East for 144.73 feet;
thence South 54 Degrees 12 Minutes 23 Seconds East for 41.01 feet;
thence South 16 Degrees 03 Minutes 01 Seconds East for 116.78 feet,

to the East line of the Northeast Quarter of the Southwest Quarter of Section 12, Township 139 North, Range 33 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said East line.

Also to include, the Northerly 33 feet of the Westerly 1900 feet of the Southwest Quarter Section 12, Township 139 North, Range 33 West.

This instrument was drafted by: Shawn Sunnarborg, Potlatch Minnesota Timberlands, Inc, 105 Arch Street, Cloquet, MN 55720 218-879-0436

Note: Bearing and distances were provided by Potlatch Minnesota Timberlands, Inc.

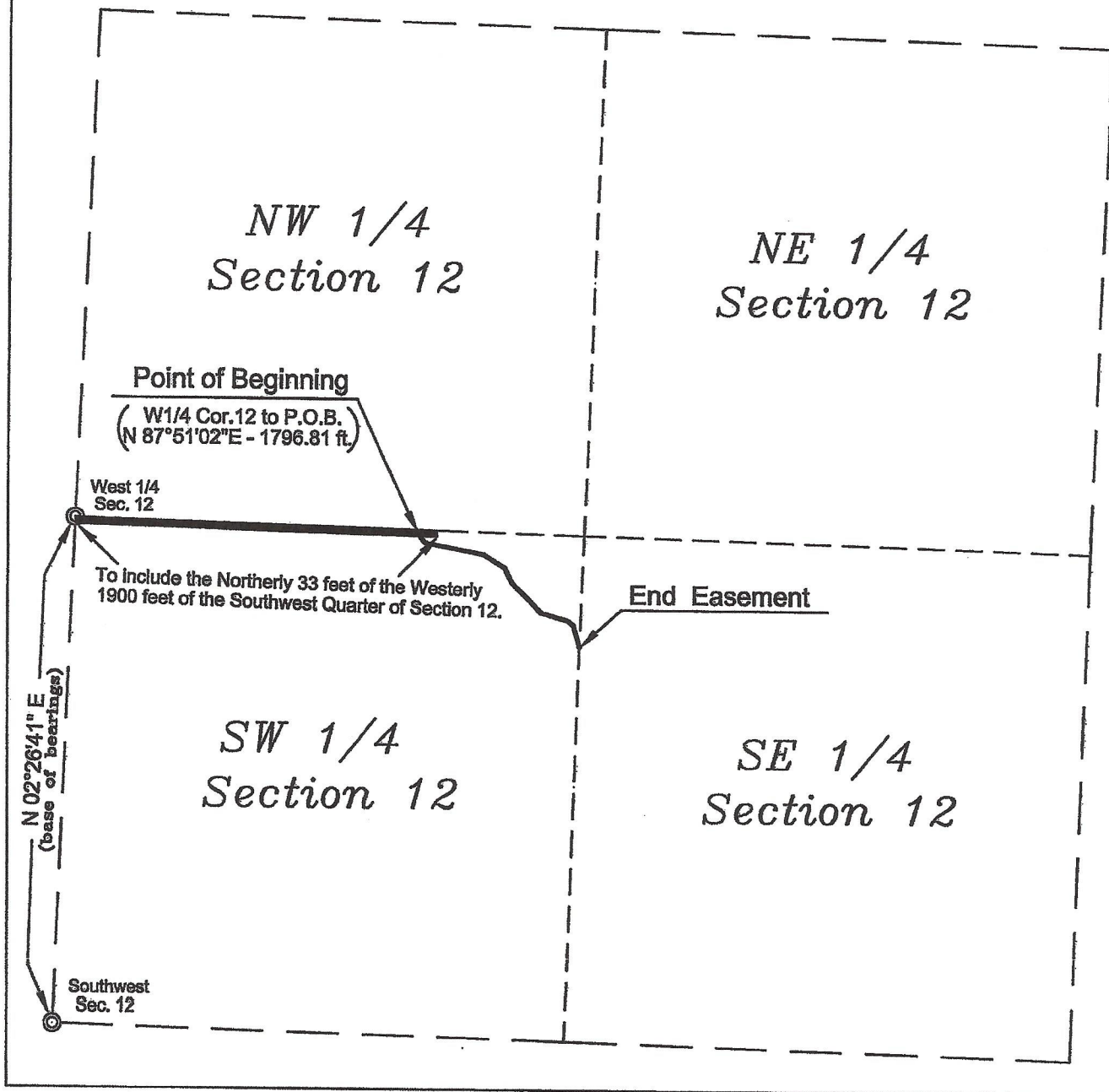
"EXHIBIT B"

ROADWAY EASEMENT

A 33.00 foot easement across an existing road for ingress, egress,
and utility purposes over, under and across those parts of:

Southwest Quarter of Section 12,
Township 139 North, Range 33 West
Hubbard County, Minnesota

See Attached "EXHIBIT A" for Course Details.



Map Date:

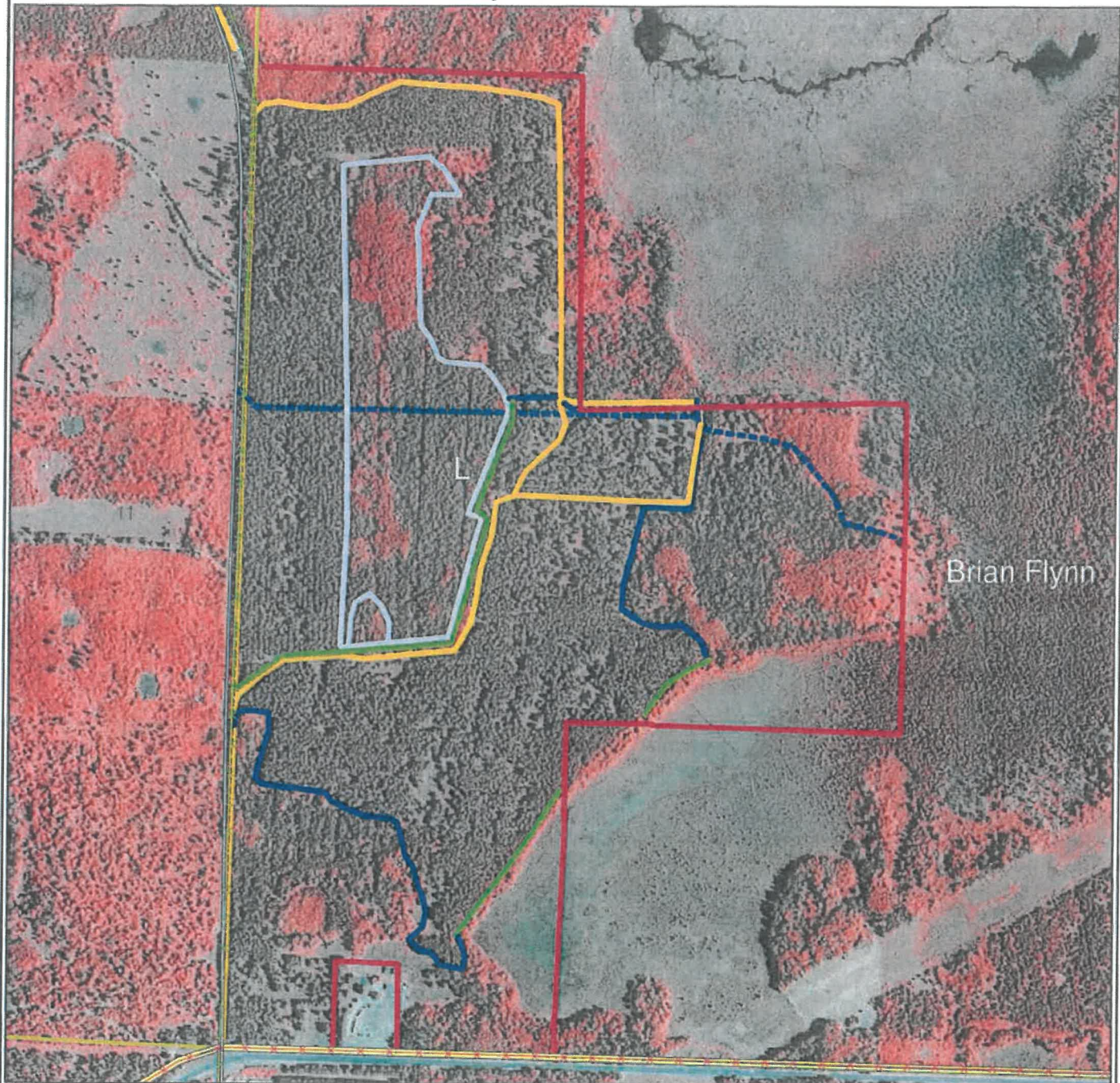
12-139-33 Brian Flynn

Fee Forester: Brian Smith

1 inch = 0.106086 miles

Legal:

Sale ID:



Harvest Instructions:

orange- existing roads

blue dash line- proposed easment to Brian Flynn

note- on the west side of Potlatch we do not own all the way to the road. Make sure easment runs north of the West 1/4 corner (County land).

Brian can continue to use existing roads until further notice.

Harvest Information

- Natural Sale Boundary
- Property Lines
- Roads and Landings
- Reserve Area
- Riparian Management Zone
- Sale Boundary
- Proposed Main Skid Trails

