



A000393191

HUBBARD COUNTY, MINNESOTA
CERTIFIED, FILED, AND/OR

RECORDED ON

9/28/2017 2:24:44 PM

NICOLE K. LUETH
HUBBARD COUNTY RECORDER

BY NKL Dep PAGES: 5

WELL CERT RCVD

MTG REG TAX PD \$

DEED TAX PD \$

TAX EXEMPT X

25.33.00-200

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That **POTLATCH MINNESOTA TIMBERLANDS, LLC**, a Delaware limited liability company ("Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to **GREG A. PETERSON** and **JOANN C. PETERSON**, husband and wife ("Grantee"), a permanent, 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 Exhibit A attached hereto, as 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:

A tract of land in the Southeast Quarter of the Southwest Quarter Section 33, Township 139, Range 35, containing five acres, more or less, bounded and described as follows: beginning at the Southeast corner of said 40 acre tract; thence West on and along the South line thereof a distance of 30 rods; thence North parallel with the East line of said 40 acre tract a distance of 26 $\frac{2}{3}$ rods; thence East parallel with the South line of said 40 acre tract a distance of 30 rods to the East line thereof; thence South 26 $\frac{2}{3}$ rods on and along the east line thereof to the place of beginning.

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.

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. 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. This Easement 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 11th day of September, 2017.

[signature page to follow]

POTLATCH MINNESOTA TIMBERLANDS, LLC
A Delaware limited liability company

By: _____

Shawn K. Sunnarborg
Regional Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF CARLTON)

The foregoing instrument was acknowledged before me this 11 day of September, 2017, by Shawn K. Sunnarborg, the Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said company.

Vicky Johnson
Signature of Person Taking Acknowledgement

This instrument was drafted by:

RUDY, GASSERT, YETKA, PRITCHETT, & HELWIG P.A.
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 BLJ

~~Notarial Stamp or Seal (or other title/rank)~~



VICTORIA LYNN JOHNSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2021

Exhibit A

A tract of land in the Southeast Quarter of the Southwest Quarter, Section 33, Township 139 North, Range 35 West of the 5th Principal Meridian, Hubbard County, Minnesota. Said parcel is described as follows; Beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 51 minutes 27 West, along the south line of said Southeast Quarter of the Southwest Quarter a distance of 495.00 feet to the point of beginning; thence continuing South 89 degrees 51 minutes 27 seconds West, along the south line of said Southeast Quarter of Southwest Quarter, a distance of 20.00 feet; thence North 00 degrees 23 minutes 54 seconds East, parallel with the East line of said Southeast Quarter of the Southwest Quarter, a distance of 100.00 feet; thence North 89 degrees 51 minutes 27 seconds East, parallel with the south line of said Southeast Quarter of Southwest Quarter, a distance of 20.00 feet; thence South 00 degrees 23 minutes 54 seconds West a distance of 100.00 feet to the point of beginning and there terminating. Said parcel contains 0.5 acres, more or less.

EASEMENT SURVEY

For Greg and JoAnn Peterson
T 139 N, R 35 W, Section 33

EXHIBIT **B**



Not to Scale

Bearing System based on
Hubbard County Coordinate
System NAD 83 (1996)

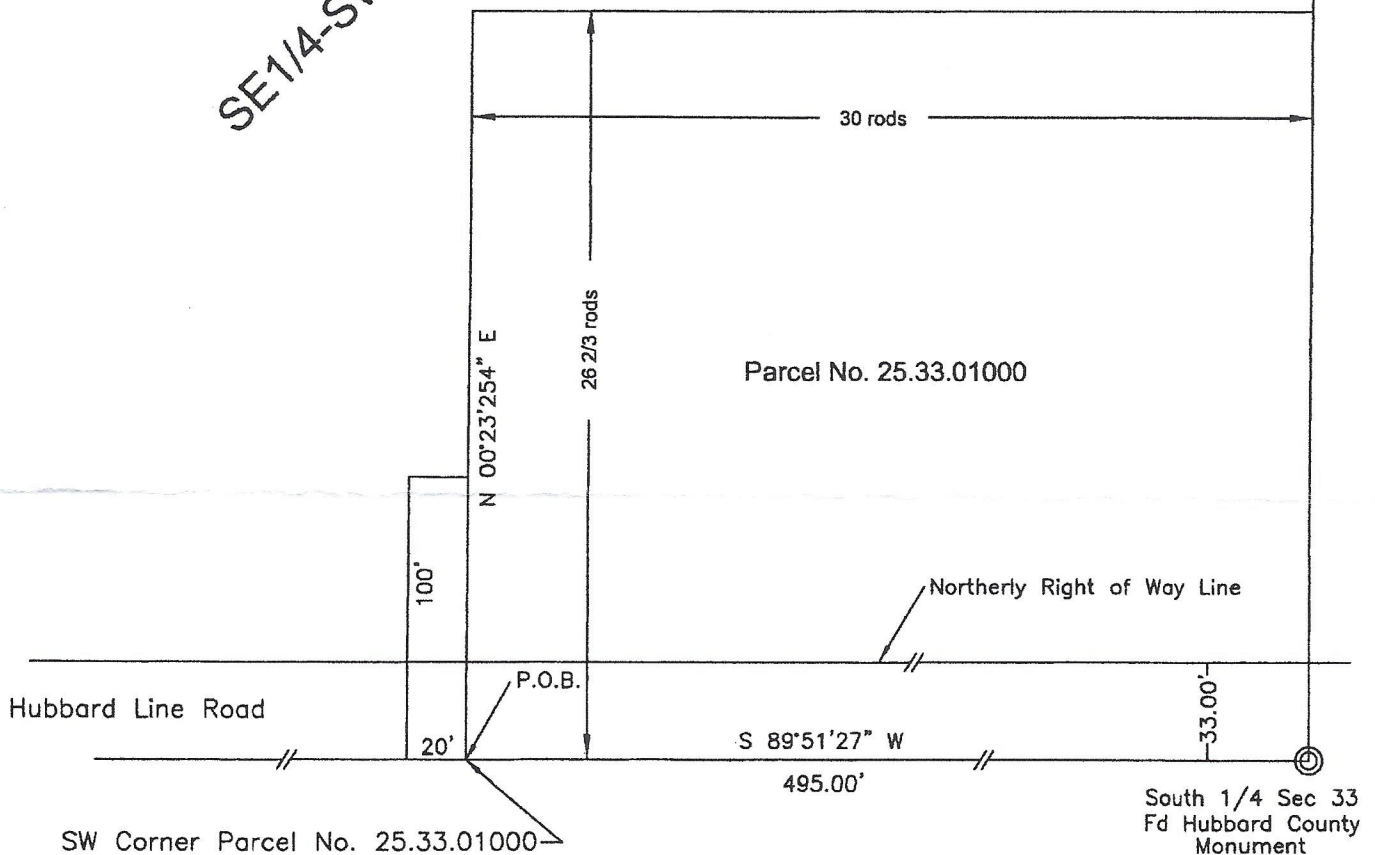
NEW DESCRIPTION:

A tract of land in the Southeast Quarter of the Southwest Quarter, Section 33, Township 139 North, Range 35 West of the 5th Principal Meridian, Hubbard County, Minnesota. Said parcel is described as follows;
Beginning at the Southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 51 minutes 27 seconds West, along the south line of said Southeast Quarter of the Southwest Quarter a distance of 495.00 feet to the point of beginning; thence continuing South 89 degrees 51 minutes 27 seconds West, along the south line of said Southeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence North 00 degrees 23 minutes 54 seconds East, parallel with the East line of said Southeast Quarter of the Southwest Quarter, a distance of 100.00 feet; thence North 89 degrees 51 minutes 27 seconds East, parallel with the south line of said Southeast Quarter of the Southwest Quarter, a distance of 20.00 feet; thence South 00 degrees 23 minutes 54 seconds West a distance of 100.00 feet to the point of beginning and there terminating.

Said parcel contains 0.05 acres, more or less

Parcel No. 25.33.00700

SE1/4-SW1/4



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

George ER Coulombe

License No. 15810

August 18, 2017
Date

POTLATCH