



A000393668

HUBBARD COUNTY, MINNESOTA  
CERTIFIED, FILED, AND/OR  
RECORDED ON

10/17/2017 11:39:47 AM

NICOLE K. LUETH  
HUBBARD COUNTY RECORDER

BY NKL Dep PAGES: 5

WELL CERT RCVD

MTG REG TAX PD \$

DEED TAX PD \$

TAX EXEMPT X

Transfer Entered On 10-16-2017CRV No.                      N/A( ) No Delinquent Taxes ( ) N/A( ) Current Taxes Paid in Full ( ) N/A

Nicole K. Lueth, Hubbard County Recorder

By                      Deputy28.16.01100

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EASEMENT

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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 PATRICIA J. TINKLENBERG and ELMER TINKLENBERG, wife and husband ("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:

The North Half of Southwest Quarter, Section 16, Township 140 North, Range 32 West of the 5<sup>th</sup> Principal Meridian

EXCEPT the South 660.00 feet of the West 580.00 feet thereof;

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

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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 3 day of October, 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     )

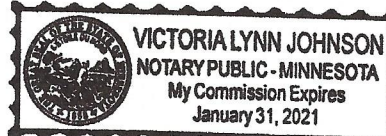
The foregoing instrument was acknowledged before me this 3 day of October, 2017, by Shawn K. Sunnarborg, the Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said company.

This instrument was drafted by:

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

Signature of Person Taking Acknowledgement

Notarial Stamp or Seal (or other title/rank)



**"Exhibit A"**

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across the Southwest Quarter of the Northwest Quarter of Section 16, Township 140 North, Range 32 West of the Fifth Principal Meridian, Hubbard County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the West Quarter Corner of said Section 16; thence North 00 degrees 50 minutes 17 seconds East (assuming a line between the Northwest Corner of said Section 16 and said West Quarter Corner bears South 00 degrees 50 minutes 17 seconds West) a distance of 21.97 feet to the point of beginning of the centerline to be herein described;

thence South 72 Degrees 14 Minutes 44 Seconds East for 31.16 feet;  
thence South 67 Degrees 38 Minutes 12 Seconds East for 34.24 feet.

more or less, to the south line of said Southwest Quarter of the Northwest Quarter and said described centerline there terminating. The sidelines of said easement shall be prolonged or shortened to meet and terminate at the west and south lines of said Southwest Quarter of the Northwest Quarter. Easement is subject to the existing right-of-way.



" Exhibit B "

# ROADWAY EASEMENT

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across the Southwest Quarter of the Northwest Quarter of Section 16, Township 140 North, Range 32 West of the Fifth Principal Meridian, Hubbard County, Minnesota.

For course description see " Exhibit A "

