

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

**DOCUMENT A- 895632**

RECORDED ON:

October 20, 2017 11:41 AM

GARY GRIFFIN

CROW WING COUNTY RECORDER

BY: TW

RETURN TO: POTLATCH CORPORATION  
ATTN: TERESA KISAMORE-GIBBONS FEE: \$46.00  
204 NW 1ST AVE, SUITE 4  
GRAND RAPIDS, MN 55744 PAGES: 6

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**EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, That POTLATCH LAKE STATES 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 EDGAR E. LAUGHTON, JR., a single person and legal owner of record and MICHAEL HACHFELD, a single person and equitable owner of record (collectively, "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 Crow Wing County, Minnesota, described as follows:

See Exhibit A attached hereto, as depicted on the sketch attached as Exhibit B.

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

**The Northeast Quarter of the Northwest Quarter of Section 21, Township 137 North, Range 26 West, Crow Wing County, Minnesota**

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.

Expenses of repairing, maintaining, and upgrading portions of the roadway shall be shared equally by those parties who make joint use of the roadway in proportion to their use; parties who make no use of portions of the roadway shall have no obligation to contribute to repairs, maintenance, and upgrades of portions which they do not use; provided, however, that a party who causes damage to the road (for example rutting at spring break-up) shall be responsible for repair and restoration of the road to its condition prior to such damage. The parties agree that they will cooperate in discussing road repairs, maintenance, and upgrades and determining what work is to be undertaken.

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, not future subdivisions thereof. No roadway constructed within the easement may be turned over for public maintenance, without the prior consent of Grantor. The parties agree to allow state vehicles, fire and emergency vehicles, and other vehicles as the parties deem necessary to use the easement.

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.

In addition to the easement granted in this instrument, this instrument specifically terminates, extinguishes, and replaces in its entirety, for all purposes, that certain EASEMENT AGREEMENT dated September 10, 2004, recorded September 24, 2004, in the Office of the Crow Wing County Recorder as Document Number 0673228, also referenced in that certain CONTRACT FOR DEED between Edgar E. Laughton, Jr. and Michael Hachfeld, dated June 6, 2016, recorded June 17, 2016, in the Office of the Crow Wing County Recorder, as Document Number A-874861.

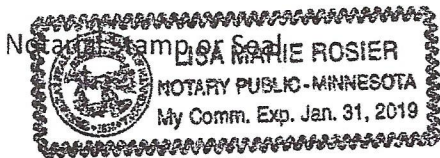
EXECUTED as of the 17 day of October, 2017.

*[signature pages to follow]*

Edgar E. Laughton Jr.  
Edgar E. Laughton, Jr.

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Crow Wing )

The foregoing instrument was acknowledged before me this 13 day of Oct., 2017, by Edgar E. Laughton Jr., a single person, Grantee.



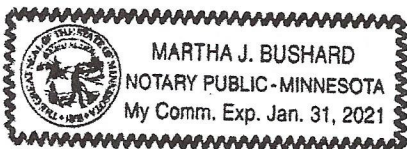
Lisa Marie Rosier  
Signature of Person Taking Acknowledgement

Michael Hachfeld  
Michael Hachfeld

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Rice )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of October, 2017, by Michael Hachfeld, a single person, Grantee.

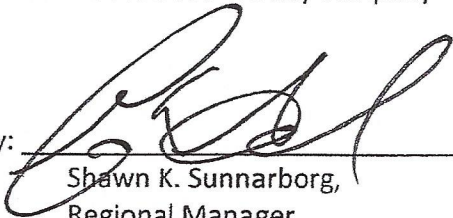
Notarial Stamp or Seal



Martha J. Bushard  
Signature of Person Taking Acknowledgement




POTLATCH LAKE STATES 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 20<sup>th</sup> day of October, 2017, by Shawn K. Sunnarborg, the Regional Manager of Potlatch Lake States Timberlands, LLC, a Delaware limited liability company, on behalf of said company.

  
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

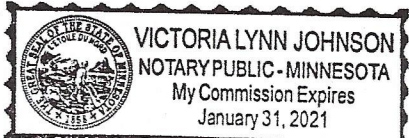
Notarial Stamp or Seal (or other title/rank)  


Exhibit A

a A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across that part of the Northwest Quarter of the Northwest Quarter of Section 21, Township 137 North, Range 26 West, Crow Wing County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the West Quarter Corner of said Section 21; thence North 00 degrees 20 minutes 12 seconds East (assuming a line between the Northwest Corner of said Section 21 and said West Quarter Corner bears South 00 degrees 20 minutes 13 seconds West) 1337.91 feet to the point of beginning of the centerline to be herein described;

thence North 84 Degrees 43 Minutes 39 Seconds East for 196.03 feet;  
thence South 89 Degrees 11 Minutes 02 Seconds East for 146.05 feet;  
thence North 87 Degrees 51 Minutes 12 Seconds East for 153.77 feet;  
thence South 87 Degrees 28 Minutes 34 Seconds East for 81.98 feet;  
thence North 86 Degrees 19 Minutes 39 Seconds East for 111.78 feet;  
thence South 86 Degrees 56 Minutes 12 Seconds East for 115.45 feet;  
thence North 80 Degrees 25 Minutes 48 Seconds East for 103.34 feet;  
thence South 88 Degrees 37 Minutes 58 Seconds East for 103.52 feet;  
thence South 82 Degrees 31 Minutes 11 Seconds East for 131.20 feet;  
thence North 81 Degrees 36 Minutes 05 Seconds East for 44.98 feet;  
thence North 65 Degrees 58 Minutes 35 Seconds East for 48.61 feet;  
thence North 77 Degrees 52 Minutes 23 Seconds East for 60.79 feet;  
thence North 22 Degrees 51 Minutes 34 Seconds East for 45.46 feet,

more or less, to the east line of said Northwest 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 east lines of said Northwest Quarter of the Northwest Quarter.

