

PROPOSED LEGAL DESCRIPTION – TRACT A

Those parts of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 29, Township 135 North, Range 27 West, Crow Wing County, Minnesota, lying northwesterly of the following described line:

Commencing at the Northeast Corner of said Section 29; thence South 01 degree 27 minutes 07 seconds East (assuming a line between the North Quarter Corner of said Section 29 and said Northeast Corner bears North 89 degrees 37 minutes 16 seconds East) 412.58 feet to the point of beginning of the line to be herein described;

thence South 44 Degrees 31 Minutes 34 Seconds West for 140.36 feet;
thence South 35 Degrees 46 Minutes 14 Seconds West for 128.87 feet;
thence South 45 Degrees 06 Minutes 06 Seconds West for 278.05 feet;
thence South 29 Degrees 48 Minutes 06 Seconds West for 133.65 feet;
thence South 13 Degrees 19 Minutes 14 Seconds West for 105.54 feet;
thence South 22 Degrees 36 Minutes 21 Seconds West for 222.18 feet;
thence South 29 Degrees 03 Minutes 36 Seconds West for 610.82 feet;
thence South 42 Degrees 13 Minutes 14 Seconds West for 111.28 feet;
thence South 49 Degrees 20 Minutes 38 Seconds West for 265.97 feet;
thence South 46 Degrees 31 Minutes 38 Seconds West for 227.40 feet,

more or less, to the west line of said Southeast Quarter of the Northeast Quarter and said described line there terminating.

Subject to Antler Rd, snowmobile trail, easement in Doc A899476, and any other easements, restrictions, or reservations of record.

Subject to and together with easement described and shown on Exhibit A and Exhibit B.

Seller to retain easement described and shown on Exhibit A and Exhibit B.

“EXHIBIT A”

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across those parts of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 29, Township 135 North, Range 27 West, Crow Wing County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the Northeast Corner of said Section 29; thence South 01 degree 27 minutes 07 seconds East (assuming a line between the North Quarter Corner of said Section 29 and said Northeast Corner bears North 89 degrees 37 minutes 16 seconds East) 412.58 feet to the point of beginning of the centerline to be herein described;

thence South 44 Degrees 31 Minutes 34 Seconds West for 140.36 feet;
thence South 35 Degrees 46 Minutes 14 Seconds West for 128.87 feet;
thence South 45 Degrees 06 Minutes 06 Seconds West for 278.05 feet;
thence South 29 Degrees 48 Minutes 06 Seconds West for 133.65 feet;
thence South 13 Degrees 19 Minutes 14 Seconds West for 105.54 feet;
thence South 22 Degrees 36 Minutes 21 Seconds West for 222.18 feet;
thence South 29 Degrees 03 Minutes 36 Seconds West for 610.82 feet;
thence South 42 Degrees 13 Minutes 14 Seconds West for 111.28 feet;
thence South 49 Degrees 20 Minutes 38 Seconds West for 265.97 feet;
thence South 46 Degrees 31 Minutes 38 Seconds West for 227.40 feet,

more or less, to the west line of said Southeast Quarter of the Northeast Quarter and said described centerline there terminating. The sidelines of said easement shall be prolonged or shortened to meet and terminate at the east line of said Northeast Quarter of the Northeast Quarter and at said west line of said Southeast Quarter of the Northeast Quarter.

Subject to Antler Rd right-of-way.



Not to scale

"EXHIBIT B"

ROADWAY EASEMENT

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across parts of the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 29, Township 135 North, Range 27 West, Crow Wing County, Minnesota

For course description see "Exhibit A"



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.

In the event any survey of the road and easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and this Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantee. Grantor may, at its option and at its expense, relocate any roadway and utilities currently located within the easement, to a location else where on Grantors land, 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 improved beyond its current condition or 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 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 Agreement. This 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.