



OFFICE OF COUNTY RECORDER
MORRISON COUNTY, MINNESOTA

Certified, filed and/or Recorded on: November 06, 2017 9:00 AM

Eileen Holtberg, Morrison County Recorder

Well Certificate [] Received

Received from: POTLATCH CORPORATION

Returned To: POTLATCH CORPORATION
204 NW 1ST AVE STE 4
GRAND RAPIDS, MN 55744

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 **DALE W. PETERSON** and **EMILIE 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 Morrison 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 Morrison County, Minnesota, owned by Grantee and described as follows:

The South Half of the Northwest Quarter and the Southwest Quarter of Section 4, Township 132 North, Range 31 West of the 5th Principal Meridian, Morrison 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; provided, however, that if Grantor should rut or damage the roadway beyond ordinary wear and tear, it shall repair the road to substantially the same condition as existed prior to Grantor's use; 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.

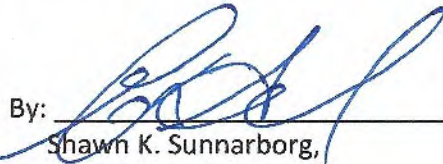
The intent herein is to create a private easement to be used by Grantor and Grantee, and not other members of the public. The easement granted herein is intended for use by the owner(s) of Grantee's undivided property, not future subdivisions thereof. No roadway constructed within the easement may be 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.

EXECUTED as of the 24th day of October, 2017.

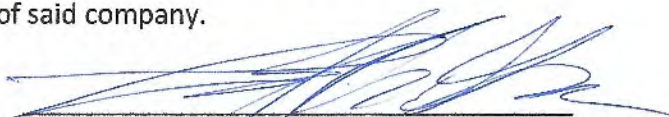
[signature page to follow]

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 24th 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/role)
 **Teresa J. Kisamore-Gibbons**
NOTARY PUBLIC
State of Minnesota
My Commission Expires 1-31-2020

"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 Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 05, Township 132 North, Range 31 West of the Fifth Principal Meridian, Morrison County, Minnesota, being 16.5 feet on each side of the following described centerline:

Commencing at the Southeast Corner of said Section 05; thence North 01 degrees 05 minutes 37 seconds West (assuming a line between the South Quarter Corner of said Section 05 and said Southeast Corner bears South 87 degrees 54 minutes 40 seconds East) a distance of 2269.69 feet to the point of beginning of the centerline to be herein described;

thence North 46 Degrees 32 Minutes 38 Seconds West for 92.04 feet;
thence North 29 Degrees 41 Minutes 02 Seconds West for 85.90 feet;
thence North 34 Degrees 36 Minutes 03 Seconds West for 97.38 feet;
thence North 37 Degrees 11 Minutes 45 Seconds West for 75.08 feet;
thence North 60 Degrees 33 Minutes 22 Seconds West for 145.20 feet;
thence North 54 Degrees 37 Minutes 42 Seconds West for 176.33 feet;
thence North 35 Degrees 40 Minutes 30 Seconds West for 51.59 feet;
thence North 13 Degrees 03 Minutes 12 Seconds West for 72.74 feet;
thence North 06 Degrees 06 Minutes 01 Seconds East for 49.98 feet;
thence North 24 Degrees 40 Minutes 00 Seconds East for 81.23 feet;
thence North 49 Degrees 58 Minutes 13 Seconds East for 74.55 feet;
thence North 20 Degrees 15 Minutes 30 Seconds East for 103.02 feet;
thence North 36 Degrees 21 Minutes 06 Seconds East for 39.25 feet;
thence North 20 Degrees 05 Minutes 36 Seconds East for 96.92 feet;
thence North 43 Degrees 54 Minutes 19 Seconds East for 114.31 feet;
thence North 24 Degrees 49 Minutes 03 Seconds East for 100.61 feet;
thence North 31 Degrees 38 Minutes 10 Seconds East for 81.90 feet;
thence North 48 Degrees 28 Minutes 46 Seconds East for 39.48 feet;
thence North 62 Degrees 17 Minutes 48 Seconds East for 74.12 feet;
thence North 64 Degrees 39 Minutes 26 Seconds East for 59.85 feet.

more or less, to the east 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 Southeast Quarter and said east line of said Southeast Quarter of the Northeast Quarter.

"EXHIBIT B"

ROADWAY EASEMENT

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across those parts of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 5, Township 132 North, Range 31 West of the Fifth Principal Meridian, Morrison County, Minnesota.

See Attached "EXHIBIT A" for Course Details.

