

DD 3786

Transfer Entered On 3-24-2015

CRV No. \_\_\_\_\_ ( ) N/A

No Delinquent Taxes ( ) N/A

( ) Current Taxes Paid in Full  N/A

Nicole K. Lueth, Hubbard County Recorder

By OTF, Deputy

28.11.01200 28.11.01700  
28.11.01400 28.11.01600  
28.14.01400  
28.14.01300



A000377582

HUBBARD COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR

RECORDED ON

3/24/2015 2:30:28 PM

NICOLE K. LUETH

HUBBARD COUNTY RECORDER

BY LMS \_\_\_\_\_ Dep PAGES: 14

WELL CERT RCVD \_\_\_\_\_

MTG REG TAX PD \$

DEED TAX PD \$

TAX EXEMPT \_\_\_\_\_

### EASEMENT AGREEMENT

OTSW 7

This Easement Agreement ("Agreement") is made this 27th day of February, 2015, by and among POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Potlatch"); JEROME HOESCHEN and GENEVIEVE HOESCHEN, husband and wife (the "Hoeschens"); JAMES D. JOHNSON and SUSAN M. JOHNSON, husband and wife, DAVID W. JOHNSON and KATHRYN JOHNSON, husband and wife, DANE A. JOHNSON, a single person, and AARON Y. CURTIS and ALISON M. CURTIS, husband and wife (collectively, the "Johnsons"); PALMER OLSON and PAULA OLSON, TRUSTEES of the Olson Family Living Trust (the "Olson Trust"); JOSEPH JOHN MONTGOMERY and MARY KATHRYN MONTGOMERY, husband and wife (the "Montgomerys"); and JOEL ELAVSKY and JUDITH ELAVSKY, husband and wife (the "Elavskys").

WHEREAS, Potlatch is the owner of the following described real property in Hubbard County, Minnesota:

North Half of Northwest Quarter, Section 14, Township 140, Range 32; and

WHEREAS, the Hoeschens are the owners of the following described real property in Hubbard County, Minnesota:

Southwest Quarter of Southwest Quarter, Section 11, Township 140, Range 32; and

WHEREAS, the Johnsons are the owners of the following described real property in Hubbard County, Minnesota:

Southeast Quarter of Southwest Quarter, Section 11, Township 140, Range 32; and

WHEREAS, the Olson Trust is the owner of the following described real property in Hubbard County, Minnesota:

Northwest Quarter of Northeast Quarter, Section 14, Township 140, Range 32; and

WHEREAS, the Montgomerys are the owners of the following described real property in Hubbard County, Minnesota:

1374196  
W

Southeast Quarter of Southeast Quarter, Section 11, Township 140, Range 32, EXCEPT the South Half thereof; EXCEPT all that part of the East 350 feet of the North 660 feet of said Southeast Quarter of Southeast Quarter lying Southerly of Williams Creek; AND EXCEPT that part of said Southeast Quarter of Southeast Quarter described as follows: Beginning at the Northeast corner of said Southeast Quarter of Southeast Quarter, thence southerly along the east line thereof 660 feet, more or less, to Williams Creek; thence westerly along Williams Creek, 350 feet more or less, to the east side of Doe Lake; thence northerly along said east side of Doe Lake and Doe River to the north line of said Southeast Quarter of Southeast Quarter; thence easterly along said north line to the point of beginning; and

WHEREAS, the Elavskys are the owners of the following described real property in Hubbard County, Minnesota:

Northeast Quarter of Southeast Quarter, Section 11, Township 140, Range 32, EXCEPT that party lying easterly of Doe River; and

WHEREAS, the above named parties have agreed upon the Easement Agreement hereinafter set forth:

NOW, THEREFORE, Potlatch, the Hoeschens, the Johnsons, the Olson Trust, and the Montgomerys, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each hereby grant and convey to those parties to this Agreement whose land lies farther away from 319<sup>th</sup> Avenue a/k/a County Road No. 84, their respective successors, heirs and assigns, forever, a non-exclusive easement (the "Easement") for the use and enjoyment for ingress, egress, driveway and utility purposes in, over, under and upon those parts of the easement described by centerline on attached Exhibit A (as depicted on attached Exhibit B) crossing over the lands of each respective party.

No Exhibit A presented.  
JKL

The parties hereto agree that the purpose of this Agreement shall be to establish the Easement for the mutual benefit of and appurtenant to their land as described herein. Each party hereto specifically acknowledges and agrees that their property shall be subject to the Easement and shall be burdened by the Easement to the extent it crosses over the lands of such party as described herein. The intent herein is to create a private easement to be used by the parties hereto, their heirs and assigns and not other members of the public.

The driveway located upon the Easement shall be maintained in a good and workmanlike fashion, shall be neat in appearance, and snow may be deposited immediately on either side of the driveway as shall be reasonably necessary to keep the driveway open and safe for travel, but it shall not be deposited in such a manner as to create a safety hazard or an undue burden on adjoining property. Expenses of repairing, maintaining and upgrading portions of the driveway shall be shared equally by those parties which make joint use of the driveway in proportion to their use; parties who make no use of portions of the driveway shall have no obligation to contribute to repairs, maintenance or upgrades of portions which they do not use. Damage to the driveway caused by a

party, such as rutting or cuts for utilities, shall be repaired by such party as soon thereafter as is practicable. The parties agree that they will cooperate in discussing road repairs, maintenance and upgrades and determining what work is to be undertaken. All actions as to expenditures for repairs, maintenance and upgrades must be unanimous or agreed to by the parties who will pay for same. No driveway constructed within the easement may be turned over for public maintenance without the prior consent of both Grantor and Grantee. Parties shall not park their vehicles or permit others to park vehicles (or otherwise block) the driveway, without first obtaining permission from the other parties validly using the driveway. The parties agree to allow state vehicles, fire and emergency vehicles and other vehicles as the parties deem necessary to use the easement.

All covenants for use, improvement, and maintenance of the easement shall be appurtenant to and run with the real property affected by this Agreement. This Agreement is intended to be perpetual in nature and run with the property described herein, being binding upon all of the successors, heirs, representatives, tenants and assigns of the parties to this Agreement. The parties certify that they are the current owners of record of the property described herein and agree to the terms of this Agreement.

If a mortgagee holding a mortgage against property affected by this Agreement acquires the mortgaged property by foreclosure, deed in lieu of foreclosure, or otherwise, the property shall continue to be subject to this Agreement. Any mortgagee holding a mortgage against property subject to this Agreement shall not be liable for costs of repair or maintenance accruing prior to such an acquisition if the mortgagor has failed to pay an agreed upon share of repairs.

TO HAVE AND TO HOLD THE EASEMENT unto the parties hereto, their respective successors, heirs and assigns, as appurtenant to their land described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

*[Signatures and acknowledgments on following pages]*

POTLATCH MINNESOTA TIMBERLANDS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Shawn K Sunnarborg  
Title: Regional Manager

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF CARLTON     )

The foregoing instrument was acknowledged before me this 3 day of March,  
2015, by Shawn K Sunnarborg, the Regional Manager of POTLATCH  
MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company.

[Signature]  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)



*Jerome Hoesch*  
JEROME HOESCHEN

*Genevieve Hoesch*  
GENEVIEVE HOESCHEN

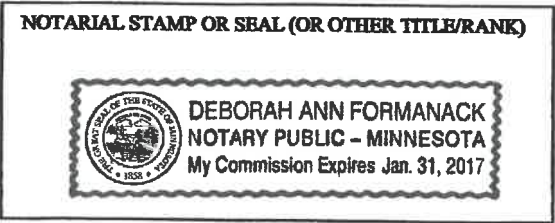
STATE OF MINNESOTA    )

) ss.

COUNTY OF CARLTON    )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2015, by JEROME HOESCHEN and GENEVIEVE HOESCHEN, husband and wife.

*Deborah A. Formanack*  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



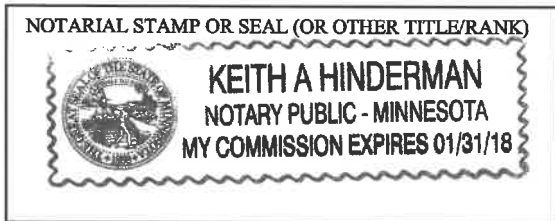
  
\_\_\_\_\_  
JAMES D. JOHNSON

  
\_\_\_\_\_  
SUSAN M. JOHNSON

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF Ramsey    )

The foregoing instrument was acknowledged before me this 21st day of February, 2015, by JAMES D. JOHNSON and SUSAN M. JOHNSON, husband and wife.

  
\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



David W. Johnson  
DAVID W. JOHNSON


Kathryn Johnson  
KATHRYN JOHNSON

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF CARLTON )

The foregoing instrument was acknowledged before me this 18 day of February, 2015, by DAVID W. JOHNSON and KATHRYN JOHNSON, husband and wife.

Frances E. Richter  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)

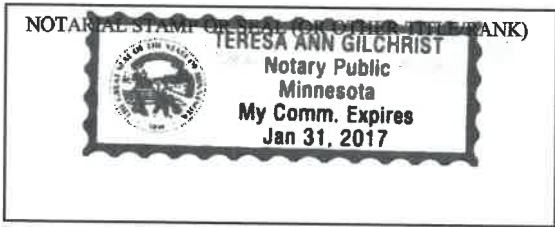
	<p>FRANCES E. RICHTER NOTARY PUBLIC--MINNESOTA My Commission Expires JAN. 31, 2020</p>
--	--

Dane A. Johnson  
DANE A. JOHNSON

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF CARLTON )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2015, by DANE A. JOHNSON, a single person.

Teresa Ann Gilchrist  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT







*Palmer Olson*

PALMER OLSON, Trustee of the Olson Family Living Trust

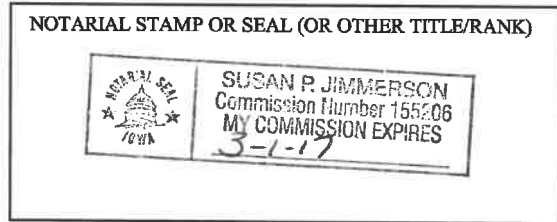
*Paula Olson*

PAULA OLSON, Trustee of the Olson Family Living Trust

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF CARLTON )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Feb. 2015, by PALMER OLSON and PAULA OLSON, TRUSTEES of the Olson Family Living Trust.

*Susan P. Jimmerson*  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT




*Joseph John Montgomery*  
JOSEPH JOHN MONTGOMERY

*Mary Kathryn Montgomery*  
MARY KATHRYN MONTGOMERY

STATE OF MINNESOTA )  
                                      ) ss.  
COUNTY OF CARLTON )

The foregoing instrument was acknowledged before me this 20 day of February 2015, by JOSEPH JOHN MONTGOMERY and MARY KATHRYN MONTGOMERY, husband and wife.

*LaDonna M. Swart*  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)  
  
LaDonna M. Swart  
Notary Public - Minnesota  
My Commission Expires Jan. 31, 2018  
*Washington County*

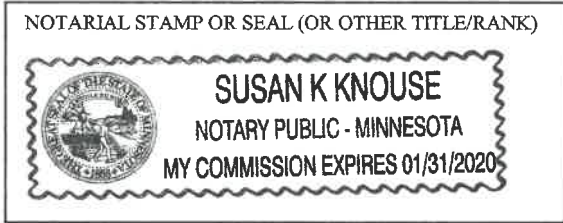
Joel Elavsky  
JOEL ELAVSKY

Judith Elavsky  
JUDITH ELAVSKY

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF CARLTON    )

The foregoing instrument was acknowledged before me this 27th day of February, 2015, by JOEL ELAVSKY and JUDITH ELAVSKY, husband and wife.

Susan K Knouse  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT



This instrument was drafted by:  
  
RUDY, GASSERT, YETKA, PRITCHETT & HELWIG, P.A.  
Attorneys at Law  
813 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3363

# Exhibit B

## PROPOSED EASEMENT DESCRIPTION:

A 33 foot wide easement for ingress, egress and utility purposes over, under and across part of Section 11 and Section 14, Township 140 North, Range 32 West, Hubbard County, Minnesota, lying 16.5 feet on each side of the following described line:

Commencing at the South Quarter Corner of said Section 11; thence on an assumed bearing of South 89 degrees 41 minutes 18 seconds West, a distance of 2616.24 feet, along the south line of said Section 11 to the Southwest Corner of said Section 11 and the POINT OF BEGINNING of the easement to be described; thence North 89 degrees 47 minutes 57 seconds East, a distance of 1242.30 feet; thence Easterly along a tangential curve concave to the northwest having a central angle of 18 degrees 20 minutes 49 seconds, a radius of 150.00 feet for a distance of 48.03 feet; thence North 71 degrees 27 minutes 08 seconds East, tangent to last said curve, a distance of 56.49 feet; thence Easterly along a tangential curve concave to the southeast having a central angle of 19 degrees 55 minutes 02 seconds, a radius of 150.00 feet for a distance of 52.14 feet; thence South 88 degrees 37 minutes 50 seconds East, tangent to last said curve, a distance of 71.84 feet; thence Easterly along a tangential curve concave to the northwest having a central angle of 14 degrees 34 minutes 53 seconds, a radius of 150.00 feet for a distance of 38.17 feet; thence North 76 degrees 47 minutes 17 seconds East, tangent to last said curve, a distance of 61.38 feet; thence Easterly along a tangential curve concave to the southeast having a central angle of 14 degrees 03 minutes 22 seconds, a radius of 150.00 feet for a distance of 36.80 feet; thence South 89 degrees 09 minutes 21 seconds East, tangent to last said curve, a distance of 97.49 feet; thence Easterly along a tangential curve concave to the southwest having a central angle of 06 degrees 27 minutes 06 seconds, a radius of 150.00 feet for a distance of 16.89 feet; thence South 82 degrees 42 minutes 15 seconds East, tangent to last said curve, a distance of 275.36 feet; thence Easterly along a tangential curve concave to the northeast having a central angle of 09 degrees 22 minutes 09 seconds, a radius of 300.00 feet for a distance of 49.06 feet; thence North 87 degrees 55 minutes 36 seconds East, tangent to last said curve, a distance of 276.36 feet; thence Easterly along a tangential curve concave to the southeast having a central angle of 06 degrees 46 minutes 32 seconds, a radius of 500.00 feet for a distance of 59.13 feet; thence South 85

degrees 17 minutes 52 seconds East, tangent to last said curve, a distance of 217.55 feet; thence Easterly along a tangential curve concave to the northeast having a central angle of 11 degrees 17 minutes 12 seconds, a radius of 500.00 feet for a distance of 98.49 feet; thence North 83 degrees 24 minutes 56 seconds East, tangent to last said curve, a distance of 277.47 feet; thence Northeasterly along a tangential curve concave to the northwest having a central angle of 51 degrees 30 minutes 38 seconds, a radius of 150.00 feet for a distance of 134.85 feet; thence North 31 degrees 54 minutes 18 seconds East, tangent to last said curve, a distance of 452.09 feet; thence Northerly along a tangential curve concave to the northwest having a central angle of 20 degrees 17 minutes 49 seconds, a radius of 300.00 feet for a distance of 106.28 feet; thence North 11 degrees 36 minutes 29 seconds East, tangent to last said curve, a distance of 174.89 feet; thence Northeasterly along a tangential curve concave to the southeast having a central angle of 34 degrees 37 minutes 43 seconds, a radius of 300.00 feet for a distance of 181.32 feet; thence North 46 degrees 14 minutes 12 seconds East, tangent to last said curve, a distance of 123.90 feet; thence Northeasterly along a tangential curve concave to the southeast having a central angle of 25 degrees 32 minutes 46 seconds, a radius of 150.00 feet for a distance of 66.88 feet; thence North 71 degrees 46 minutes 58 seconds East, tangent to last said curve, a distance of 56.89 feet; thence Northeasterly along a tangential curve concave to the northwest having a central angle of 17 degrees 33 minutes 59 seconds, a radius of 150.00 feet for a distance of 45.99 feet; thence North 54 degrees 12 minutes 59 seconds East, tangent to last said curve, a distance of 157.30 feet; thence Northeasterly along a tangential curve concave to the northwest having a central angle of 03 degrees 32 minutes 17 seconds, a radius of 300.00 feet for a distance of 18.52 feet; thence North 50 degrees 40 minutes 42 seconds East, tangent to last said curve, a distance of 248.48 feet to the south line of the Northeast Quarter of the Southeast Quarter of said Section 11 and said line there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate on the easterly right-of-way line of County Road Number 84, easterly right-of-way line of 319th Avenue and on the south line of the Northeast Quarter of the Southeast Quarter.