

510933

OFFICE OF THE COUNTY RECORDER Fee: \$46.00  
TODD COUNTY, MINNESOTA

Certified filed and/or recorded on: August 31, 2018 11:37 AM

Cheryl Perish, County Recorder

COUNTY COMPLIANCE FUND: \$11.00  
RECORDER TECHNOLOGY FUND: \$10.00  
STATE TREASURY GEN FUND: \$10.50  
GENERAL ABSTRACT: \$14.50

Well Certificate ( ) Received

Received from: TANYA DIGIOVANNI

Returned To: TANYA DIGIOVANNI  
POTLATCH DELTIC CORP  
15323 CLEARVIEW LN  
BRAINERD, MN 56401

space above line reserved for county recording data

## EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Grantor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to CHARLES M. HUFF, a single person, ("Grantee"), a permanent non-exclusive easement ("Easement") for ingress, egress and utility purposes, including the right to construct, maintain and repair roadways and facilities as necessary, over, under and across the following described property in Todd County, Minnesota, described as follows:

See attached Exhibit A for the legal description of the easement to be conveyed and Exhibit B for a depiction thereof.

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

The Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4) of Section 21, Township 133, Range 32, subject to easements, restrictions, and reservations of record, Todd 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 maintain any roadway located within the Easement, except that Grantor shall repair any damage to or rutting of the roadway caused by Grantor; 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 located within the Easement to a location elsewhere on Grantor's property, 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 property but not for future subdivisions thereof. Grantor shall have the right to grant and convey rights and privileges for use of the road to federal, state and local authorities. 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, denied or withdrawn in Grantor's discretion.

By acceptance hereof, Grantee agrees with Grantor with respect to maintenance and use of the roadway (the "Private Road") on the Easement, as follows: the Private Road 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 Private Road as reasonably necessary to keep such roadway 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. The expense of repairing, maintaining and upgrading portions of the Private Road shall be shared equally by those parties which make joint use of the Private Road, in proportion to their use; provided, however, that parties who make no use of portions of the Private Road shall have no obligation to contribute to repairs, maintenance or upgrades of portions which they do not use. Grantor and Grantee agree that they will cooperate in discussing road repairs, maintenance and upgrades and determining what work is to be undertaken with respect to the Private Road. All actions as to expenditures for repairs, maintenance and upgrades must be unanimous or agreed to by the parties who will pay for same; provided, however, that damage to or rutting of the Private Road which is caused by one party shall be repaired as soon as practicable by such party, at its expense. Parties shall not park their vehicles or permit others to park vehicles on (or otherwise block) the Private Road, without first obtaining permission from the other parties validly using the Private Road. Grantor and Grantee agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary to use the Private Road.

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.

EXECUTED as of the 6 day of August, 2018.

POTLATCH MINNESOTA TIMBERLANDS, LLC,  
a Delaware limited liability company

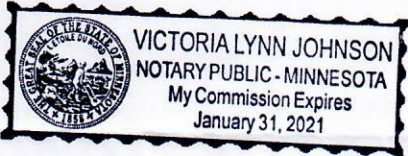
By: [Signature]  
Shawn K. Sunnarborg,  
Lake States Regional Manager

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF CARLTON )

The foregoing instrument was acknowledged before me this 6 day of August, 2018, by Shawn K. Sunnarborg, the Lake States Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said company, Grantor.

[Signature]  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This Instrument was Drafted By:  
  
*RUDY, GASSERT, YETKA  
PRITCHETT & HELWIG, P.A.  
813 Cloquet Avenue  
Cloquet, MN 55720  
(218) 879-3363 CNT*

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)  
  
  
VICTORIA LYNN JOHNSON  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires  
January 31, 2021

## EXHIBIT A

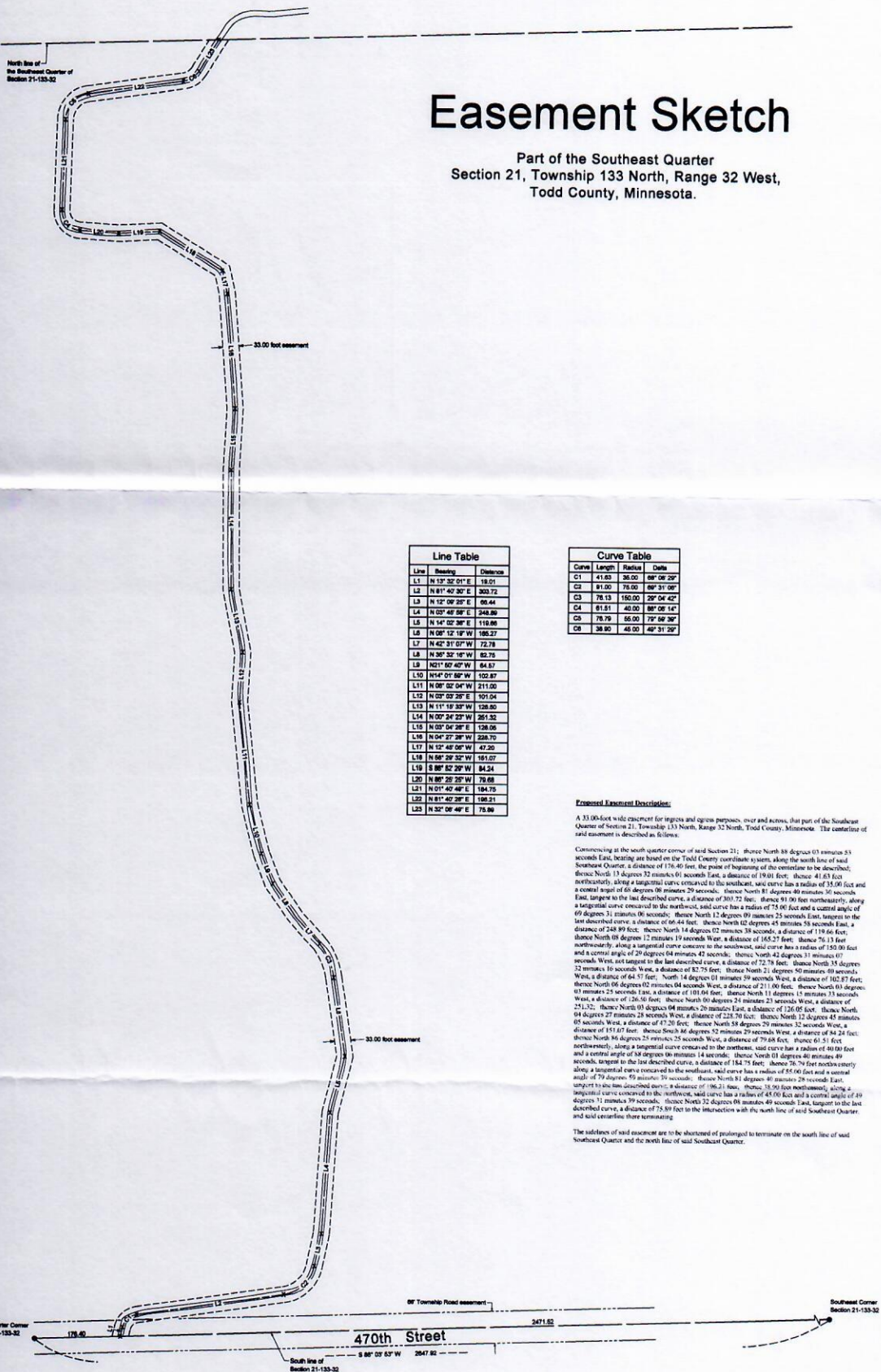
A 33.00-foot wide easement for ingress and egress purposes, over and across, that part of the Southeast Quarter of Section 21, Township 133 North, Range 32 North, Todd County, Minnesota. The centerline of said easement is described as follows:

Commencing at the south quarter corner of said Section 21; thence North 88 degrees 03 minutes 53 seconds East, bearing are based on the Todd County coordinate system, along the south line of said Southeast Quarter, a distance of 176.40 feet, the point of beginning of the centerline to be described; thence North 13 degrees 32 minutes 01 seconds East, a distance of 19.01 feet; thence 41.63 feet northeasterly, along a tangential curve concaved to the southeast, said curve has a radius of 35.00 feet and a central angle of 68 degrees 08 minutes 29 seconds; thence North 81 degrees 40 minutes 30 seconds East, tangent to the last described curve, a distance of 303.72 feet; thence 91.00 feet northeasterly, along a tangential curve concaved to the northwest, said curve has a radius of 75.00 feet and a central angle of 69 degrees 31 minutes 06 seconds; thence North 12 degrees 09 minutes 25 seconds East, tangent to the last described curve, a distance of 66.44 feet; thence North 02 degrees 45 minutes 58 seconds East, a distance of 248.89 feet; thence North 14 degrees 02 minutes 38 seconds, a distance of 119.66 feet; thence North 08 degrees 12 minutes 19 seconds West, a distance of 165.27 feet; thence 76.13 feet northwesterly, along a tangential curve concave to the southwest, said curve has a radius of 150.00 feet and a central angle of 29 degrees 04 minutes 42 seconds; thence North 42 degrees 31 minutes 07 seconds West, not tangent to the last described curve, a distance of 72.78 feet; thence North 35 degrees 32 minutes 16 seconds West, a distance of 82.75 feet; thence North 21 degrees 50 minutes 40 seconds West, a distance of 64.57 feet; North 14 degrees 01 minutes 59 seconds West, a distance of 102.87 feet; thence North 06 degrees 02 minutes 04 seconds West, a distance of 211.00 feet; thence North 03 degrees 03 minutes 25 seconds East, a distance of 101.04 feet; thence North 11 degrees 15 minutes 33 seconds West, a distance of 126.50 feet; thence North 00 degrees 24 minutes 23 seconds West, a distance of 251.32; thence North 03 degrees 04 minutes 26 minutes East, a distance of 126.05 feet; thence North 04 degrees 27 minutes 28 seconds West, a distance of 228.70 feet; thence North 12 degrees 45 minutes 05 seconds West, a distance of 47.20 feet; thence North 58 degrees 29 minutes 32 seconds West, a distance of 151.07 feet; thence South 86 degrees 52 minutes 29 seconds West, a distance of 84.24 feet; thence North 86 degrees 25 minutes 25 seconds West, a distance of 79.68 feet; thence 61.51 feet northwesterly, along a tangential curve concaved to the northeast, said curve has a radius of 40.00 feet and a central angle of 88 degrees 06 minutes 14 seconds; thence North 01 degrees 40 minutes 49 seconds, tangent to the last described curve, a distance of 184.75 feet; thence 76.79 feet northwesterly along a tangential curve concaved to the southeast, said curve has a radius of 55.00 feet and a central angle of 79 degrees 59 minutes 39 seconds; thence North 81 degrees 40 minutes 28 seconds East, tangent to the last described curve, a distance of 196.21 feet; thence 38.90 feet northeasterly along a tangential curve concaved to the northwest, said curve has a radius of 45.00 feet and a central angle of 49 degrees 31 minutes 39 seconds; thence North 32 degrees 08 minutes 49 seconds East, tangent to the last described curve, a distance of 75.89 feet to the intersection with the north line of said Southeast Quarter, and said centerline there terminating.

The sidelines of said easement are to be shortened or prolonged to terminate on the south line of said Southeast Quarter and the north line of said Southeast Quarter.

# Easement Sketch

Part of the Southeast Quarter  
Section 21, Township 133 North, Range 32 West,  
Todd County, Minnesota.



Line	Bearing	Distance
L1	N 13° 32' 01" E	19.01
L2	N 81° 40' 30" E	303.72
L3	N 12° 09' 20" E	60.44
L4	N 103° 49' 58" E	348.86
L5	N 14° 02' 38" E	118.96
L6	N 08° 12' 18" W	185.27
L7	N 42° 31' 07" W	72.78
L8	N 36° 32' 18" W	62.76
L9	N 01° 50' 40" W	64.67
L10	N 04° 07' 40" W	102.87
L11	N 08° 02' 04" W	211.04
L12	N 02° 02' 20" E	101.04
L13	N 11° 18' 32" W	128.80
L14	N 00° 24' 22" W	261.32
L15	N 02° 04' 28" E	128.56
L16	N 04° 27' 28" W	228.70
L17	N 12° 48' 08" W	47.20
L18	N 88° 28' 32" W	151.07
L19	S 88° 02' 20" W	84.24
L20	N 88° 28' 32" W	78.68
L21	N 01° 40' 48" E	184.75
L22	N 81° 40' 30" E	188.31
L23	N 32° 08' 48" E	78.86

Curve	Length	Radius	Delta
C1	41.83	38.00	88° 08' 20"
C2	81.00	75.00	88° 31' 08"
C3	78.13	150.00	22° 04' 42"
C4	81.81	40.00	88° 08' 14"
C5	78.78	55.00	75° 58' 30"
C6	38.90	45.00	48° 31' 20"

**Proposed Easement Description:**

A 33.00-foot wide easement for ingress and egress purposes, over and across, that part of the Southeast Quarter of Section 21, Township 133 North, Range 32 West, Todd County, Minnesota. The centerline of said easement is described as follows:

Commencing at the south quarter corner of said Section 21; thence North 88 degrees 03 minutes 53 seconds East, bearing as based on the Todd County coordinate system, along the south line of said Southeast Quarter, a distance of 178.40 feet; the point of beginning of the centerline to be described; thence North 13 degrees 32 minutes 01 seconds East, a distance of 19.01 feet; thence North 81 degrees 40 minutes 30 seconds East, a distance of 303.72 feet; thence North 12 degrees 09 minutes 20 seconds East, a distance of 60.44 feet; thence North 103 degrees 49 minutes 58 seconds East, a distance of 348.86 feet; thence North 14 degrees 02 minutes 38 seconds East, a distance of 118.96 feet; thence North 08 degrees 12 minutes 18 seconds West, a distance of 185.27 feet; thence North 42 degrees 31 minutes 07 seconds West, a distance of 72.78 feet; thence North 36 degrees 32 minutes 18 seconds West, a distance of 62.76 feet; thence North 01 degree 50 minutes 40 seconds West, a distance of 64.67 feet; thence North 04 degrees 07 minutes 40 seconds West, a distance of 102.87 feet; thence North 08 degrees 02 minutes 04 seconds West, a distance of 211.04 feet; thence North 02 degrees 02 minutes 20 seconds East, a distance of 101.04 feet; thence North 11 degrees 18 minutes 32 seconds West, a distance of 128.80 feet; thence North 00 degrees 24 minutes 22 seconds West, a distance of 261.32 feet; thence North 02 degrees 04 minutes 28 seconds East, a distance of 128.56 feet; thence North 04 degrees 27 minutes 28 seconds West, a distance of 228.70 feet; thence North 12 degrees 48 minutes 08 seconds West, a distance of 47.20 feet; thence North 88 degrees 28 minutes 32 seconds West, a distance of 151.07 feet; thence South 88 degrees 02 minutes 20 seconds West, a distance of 84.24 feet; thence North 88 degrees 28 minutes 32 seconds West, a distance of 78.68 feet; thence North 01 degree 40 minutes 48 seconds East, a distance of 184.75 feet; thence North 81 degrees 40 minutes 30 seconds East, a distance of 188.31 feet; thence North 32 degrees 08 minutes 48 seconds East, a distance of 78.86 feet; and said centerline there terminating.

The width of said easement are to be shortened or prolonged to terminate on the south line of said Southeast Quarter and the north line of said Southeast Quarter.

- DENOTES FOUND IRON MONUMENT
- DENOTES SET IRON PIPE WITH CAP STAMPED "KRAMER 23868"

No.	Date	REVISIONS

Client Name: Charles Huff  
 Survey By: ME  
 Drawn by: JC  
 Checked by: JAMES KOEHLER, LICENSED SURVEYOR NUMBER 2008  
 DATE: 8-15-2018  
 PROJECT NO. HUFFC1601



Orientation of the bearing system is the Todd County coordinate system.