

DD 3613



240053

Doc#. 240053

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

Fee: \$46.00
Pages: 4

Certified, Filed, and/or Recorded on: November 20, 2014 10:20 AM

SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: POTLATCH CORP

POTLATCH CORP

Returned To: ATTN: LESLIE EIKANGER
105 ARCH STREET
CLOQUET, MN 55720

MN DEPARTMENT OF NATURAL RESOURCES

Easement #ETWP101028

RIGHT-OF-WAY EASEMENT

THIS INDENTURE, Made this 7th day of November, 2014, between the State of Minnesota, by and through its Commissioner of Natural Resources, hereinafter called the Grantor, and Shell River Township, a public corporation under laws of the State of Minnesota, 18310 380th St., Menahga, Minnesota, 56464, hereinafter called the Grantee.

WITNESSETH, Whereas the Grantee has applied to the Grantor for the grant of an easement and right-of-way for road or trail purposes over certain lands owned by the State of Minnesota, situated in Wadena County.

NOW, THEREFORE, Grantor pursuant to the authority of Minnesota Statutes, Section 84.63 for valuable consideration of the sum of two thousand eight hundred and one and 50/100 DOLLARS (\$2,801.50), to it in hand paid by said Grantee, the receipt whereof is hereby acknowledged, which amount constitutes full payment for the rights and interests herein conveyed including payment for any improvements, timber and forest growth that will be destroyed on the easement area, does hereby grant and convey unto the Grantee, from and after the 7th day of November, 2014, an easement and right of way for road or trail purposes, over and across the following described lands in Wadena County, State of Minnesota, and described as follows:

Legal Description: See Exhibit A.

Subject to:

1. Outstanding rights and interests, if any.
2. Grantee shall be responsible for grading and snowplowing said right-of-way at its own expense. Any additional maintenance shall be performed by the Grantor at its discretion.
3. The right-of-way hereby conveyed shall be open to the general public.
4. Grantee shall abide by all statutes, rules and regulations regarding the disposal of materials by burning.

5. Grantor shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.

6. Grantee shall, during construction, maintenance and operation, protect and preserve soil and vegetation cover and scenic and aesthetic values on the right-of-way and outside of construction limits.

7. Grantee shall have the right to close said right-of-way during any emergency, with the approval of the Grantor.

8. Grantor shall not be liable to the Grantee or any person for any injuries or damages to person or property arising from construction, operation or maintenance of said right-of-way.

9. Grantee shall provide for the prevention and control of soil erosion within the right-of-way, as required by the Grantor, that might be affected by construction, operation, or maintenance of the road or trail and shall plant and maintain vegetation of suitable species on all earth cut or fill slopes feasible for revegetation or on other area where ground cover is destroyed, provided that it be mutually determined by the Commissioner of Natural Resources and an authorized representative of the Grantee prior to completion of construction, that such steps are necessary and the Grantee shall maintain all terracing, water bars, lead-off ditches, culverts where necessary, and other preventive works that may be required to accomplish such agreed objectives.

10. The following items shall pertain to the control of invasive species.

a. The Grantee shall inspect all right-of-ways for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. If invasive species are known to be present, the Grantor shall identify on a map the known infested sites to be avoided.

b. If the Grantor or Grantee discover additional invasive species infestation areas on the right-of-way during construction, the Grantee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the Grantor on a resolution.

c. The Grantee shall prevent invasive species from entering into or spreading within the right-of-way by cleaning equipment and clothing prior to arriving at the right-of-way area. The Grantee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.

d. Parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state lands within the right-of-way and at least one contains invasive species, the Grantee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Grantee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

e. The Grantee shall continue to control invasive species on state land crossings for the term of the easement using methods approved by the Grantor.

11. Grantee shall establish no borrow, sand, or gravel pits, stone quarry or permanent storage areas, sites for road operations and maintenance facilities, camps, supply depots or disposal area within right-of-way, except with the prior written approval of the Grantor.

12. Grantee may maintain the right-of-way clearing by means of chemicals

upon approval in writing by the Grantor.

13. Grantor hereby reserves for its own use, all the iron, coal, gold and other valuable minerals, and all water power, and all oils and gases, upon all lands covered by this easement, and the right to enter upon same for the purposes of exploration and mining same. After thirty years from the date of execution of this agreement, the Grantor, its lessees, or assignees may mine any or all of the lands covered by this easement, and construct all necessary roads, buildings and improvements relating to mining, without payment of any damages to the Grantee.

14. The easement grants no greater rights than existed prior to this grant, except as specifically granted herein.

Special Provisions: None.

The easement and right-of-way herein conveyed may be terminated either by mutual agreement of the parties hereto, or by the Grantor upon thirty days written notice to the Grantee if Grantee fails to comply with applicable laws or the terms of this easement; otherwise to remain in effect as long as used for the purposes granted, provided, however, if the easement and right-of-way or any part thereof shall be abandoned or shall cease to be used by the Grantee for a period of one year, the rights and privileges hereby granted shall cease and terminate and the land traversed by the abandoned or unused segment shall be freed from this easement and right-of-way. In the event of such agreement to terminate or abandon, the Grantee, by authorized representative, shall furnish to the Grantor, a statement in recordable form evidencing termination.

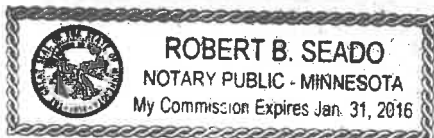
All provisions of this easement shall run with the land and shall extend to and bind the heirs, successors and assigns of the respective parties of this easement.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By C. G. Buttleman
Cynthia G. Buttleman
Regional Operations Supervisor
Division of Lands and Minerals

STATE OF MINNESOTA }
 }SS
COUNTY OF BELTRAMI }

On this 7th day of NOVEMBER, 2014, before me, a Notary Public within and for said county and state, personally appeared Cynthia G. Buttleman, Regional Operations Supervisor of the Division of Minerals for the Minnesota Department of Natural Resources, on behalf of the organization, who signed the foregoing instrument and acknowledged that she signed the same as her free act and deed for the uses and purposes therein set forth.



Notary Public Robert B. Seado
My Commission Expires JAN 31, 2016

Exhibit A
RIGHT-OF-WAY EASEMENT #ETWP101028

Legal Description:

A 66.00 foot wide easement for ingress and egress purposes over, under, and across the West One Half of the Southwest Quarter Section 25 Township 138 North, Range 34 West, Wadena County, Minnesota, said easement following an existing road and being 33.00 feet on each side of the following described centerline:

Commencing at the Southwest Corner of said Section 25, Township 138 North, Range 34 West, thence South 87 degrees 34 minutes 01 seconds East, 31.02 feet (assuming a line between the South Quarter Corner of Section 25, Township 138 North, Range 34 West, and the Southwest Corner of Section 25, Township 138 North, Range 34 West, bears North 87 degrees 34 minutes 01 seconds West) to the actual point of beginning of the easement centerline to be described;

thence North 27 Degrees 23 Minutes 13 Seconds East for 43.06 Feet;
thence North 30 Degrees 54 Minutes 18 Seconds East for 527.68 Feet;
thence North 19 Degrees 59 Minutes 13 Seconds East for 155.33 Feet;
thence North 07 Degrees 38 Minutes 35 Seconds East for 119.36 Feet;
thence North 02 Degrees 54 Minutes 45 Seconds West for 164.42 Feet;
thence North 09 Degrees 53 Minutes 36 Seconds West for 866.44 Feet;
thence North 17 Degrees 43 Minutes 11 Seconds West for 237.96 Feet;
thence North 04 Degrees 09 Minutes 27 Seconds West for 149.01 Feet;
thence North 16 Degrees 50 Minutes 31 Seconds East for 162.13 Feet;
thence North 33 Degrees 15 Minutes 58 Seconds East for 238.56 Feet;
thence North 44 Degrees 04 Minutes 19 Seconds East for 175.48 Feet.

to the North line of the Southwest Quarter of Section 25, Township 138 North, Range 34 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said North and South lines.

***This instrument has been drafted by
Minnesota Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road
St. Paul, MN, 55155-4045***