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Doc#. 250780

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

Fee: \$46.00
Pages: 4

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: POTLATCH DELTIC CORPORATION

POTLATCH DELTIC CORPORATION
Returned To: ATTN: TANYA DIGIOVANNI
15323 CLEARVIEW LN
BRainerd, MN 56401

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That MARTIN B. MEYER, Trustee of the Martin B. Meyer Revocable Trust Agreement dated June 9, 2016 ("Grantor"), in consideration of the sum of Five Hundred and No/100 Dollars (\$500.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grant and convey to POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("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 Wadena County, Minnesota, described as follows:

See attached Exhibit A for description and depiction of the easement to be conveyed.

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

Northwest Quarter of Southwest Quarter, part of Northeast Quarter of Southwest Quarter, Southeast Quarter of Northwest Quarter, South Half of Northeast Quarter, and Northeast Quarter of Northeast Quarter, all in Section 20, Township 138 North, Range 33 West

By acceptance hereof, the parties covenant and agree 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, except to the extent such injury or damage is caused by or attributable to the negligence of Grantor, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

By acceptance hereof, Grantee agrees with Grantor with respect to maintenance and use of the driveway ("Driveway") located on the easement according to the terms hereof. The

Driveway 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 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 Driveway shall be shared equally by those parties which make joint use of the Driveway, in proportion to their use; provided, however, that 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. 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 Driveway. 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 Driveway 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 (or otherwise block) the Driveway without first obtaining permission from the other parties validly using the Driveway. Grantor and Grantee agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary to use the Driveway.

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, including future subdivisions thereof.

The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this Easement Agreement. This Easement 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.

[Signature on following page]

MARTIN B. MEYER, Trustee

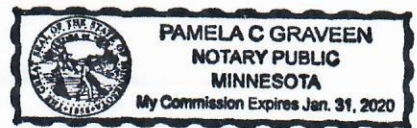
STATE OF MINNESOTA)
) ss
COUNTY OF Stearns)

The foregoing was acknowledged before me this 18th day of September, 2018, by MARTIN B. MEYER, Trustee of the Martin B. Meyer Revocable Trust Agreement dated June 9, 2016, Grantor.

This Instrument was Drafted By:

*RUDY, GASSERT, YETKA
PRITCHETT & HELWIG
A Professional Association
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 DCP*

Pamela C Graveen
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)


ROADWAY EASEMENT



An easement for ingress, egress, and utility purposes over, under, and across the east 66.00 feet of the south 66.00 feet of the Northeast Quarter of the Southeast Quarter, Section 19, Township 138 North, Range 33 West of the Fifth Principal Meridian, Wadena County, Minnesota.

