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OFFICE OF COUNTY RECORDER  
WADENA COUNTY, MINNESOTA

Fee: \$46.00

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [ ] Received

Received from: Receieved from name

POTLATCH DELTIC

Returned To: ATTN: TANYA DIGIOVANNI  
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 KEVIN A. LAPINOJA and REBECCA A. LAPINOJA, husband and wife (collectively, "Grantees"), 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 Wadena County, Minnesota, described as follows:

The South 208.80 feet of the east 33.00 feet of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 20, Township 138, Range 33 West, Wadena County, Minnesota.

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

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

One (1) square acre in the Southwest corner of the Southwest Quarter of Southeast Quarter (SW1/4 SE1/4), of Section Twenty (20), Township One Hundred Thirty-eight (138), Range Thirty-three (33), also described as the South Two Hundred Eight (208) feet Eight (8) inches of the West Two Hundred Eight (208) feet Eight (8) inches of the Southwest Quarter of Southeast Quarter (SW1/4 SE1/4), Section Twenty (20), Township One Hundred Thirty-eight (138), Range Thirty-three (33), Wadena County, Minnesota.

By acceptance hereof, Grantees: (a) acknowledge and agree 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 Grantees 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 Grantees in connection with or related to the use, construction, operation or maintenance of the Easement in any manner by Grantees, or other parties using the Easement with the permission or acquiescence of Grantees, and Grantees agree 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 Grantees. 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 Grantees, and not other members of the public. The Easement granted herein is intended for use by the owner(s) of Grantees' 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.

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 Grantees and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantees" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantees.

*EXECUTED* as of the 2nd day of August, 2018.





Exhibit A

# ROADWAY EASEMENT



Not to Scale

An easement for ingress, egress, and utility purposes over, under and across, the south 208.80 feet of the east 33.00 feet of the Southeast Quarter of the Southwest Quarter of Section 20, Township 138 North, Range 33 West, Wadena County Minnesota.

