

OFFICE OF COUNTY RECORDER
CROW WING COUNTY, MINNESOTA

DOCUMENT A- 852586

RECORDED ON:

December 01, 2014 9:20 AM

KATHY LUDENIA

CROW WING COUNTY RECORDER

BY: DJ

CURRENT TAX CERTIFICATION

() REQUIRED (X) NOT REQUIRED

CERTIFICATE OF REAL ESTATE VALUE

() FILED (X) NOT REQUIRED

NO DELINQUENT TAXES-TRANSFER ENTERED

DATE: November 26 2014

Kathleen Borden BY KB

CROW WING COUNTY AUDITOR/TREASURER

TRANSFER # 1408152

RE CODE: 520334400A00009 Pt.

RETURN TO: COMPLETE TITLE SERVICES - BAXTER
14275 GOLF COURSE DRIVE
SUITE 200
BAXTER, MN 56425

FEE: \$46.00

PAGES: 8

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that POTLATCH LAKE STATES TIMBERLANDS, LLC, a Minnesota limited liability company ("Grantor"), in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to MIKE BOLEI, a single person, JEAN A. EICKHOFF AND WILBUR W. EICKHOFF, wife and husband, and MICHAEL C. STROBEL AND DEBRA A. STROBEL, husband and wife (collectively, "Grantees"), that portion of a permanent 33' wide non-exclusive easement illustrated on the attached Exhibit A, and described on the attached Exhibit B, for ingress, egress, roadway and utility purposes, including the right to construct, maintain and repair roads and utilities as necessary, that crosses over, under and across the following property in Crow Wing County, Minnesota, described as follows:

a The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section Thirty-three (33), Township One Hundred Thirty-five (135) North, Range Twenty-seven (27) West.

Said easement shall be appurtenant to and benefit the properties situated in Crow Wing County, Minnesota, owned by Grantees and described as follows:

See attached Exhibit C, Exhibit D and Exhibit E.

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) acknowledge and agree 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 repair or maintain any roadway located within the easement; and (c) covenant and agree 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,

1351690A

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 agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

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' undivided property, but not for future subdivisions thereof. No roadway constructed within the easement may be 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 Easement Agreement. This Easement 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 10 day of October, 2014.

POTLATCH LAKE STATES TIMBERLANDS,
LLC, a Delaware limited liability company

By: 

Name: Shawn K. Funnakors

Title: Region Mgr

STATE OF MINNESOTA)
) ss
COUNTY OF Carlton)

The foregoing was acknowledged before me this 10 day of October, 2014, by Shawn K. Sumnarberg, the Regional Manager of Potlatch Lake States Timberlands, LLC, a Minnesota limited liability company, on behalf of said limited liability company.



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


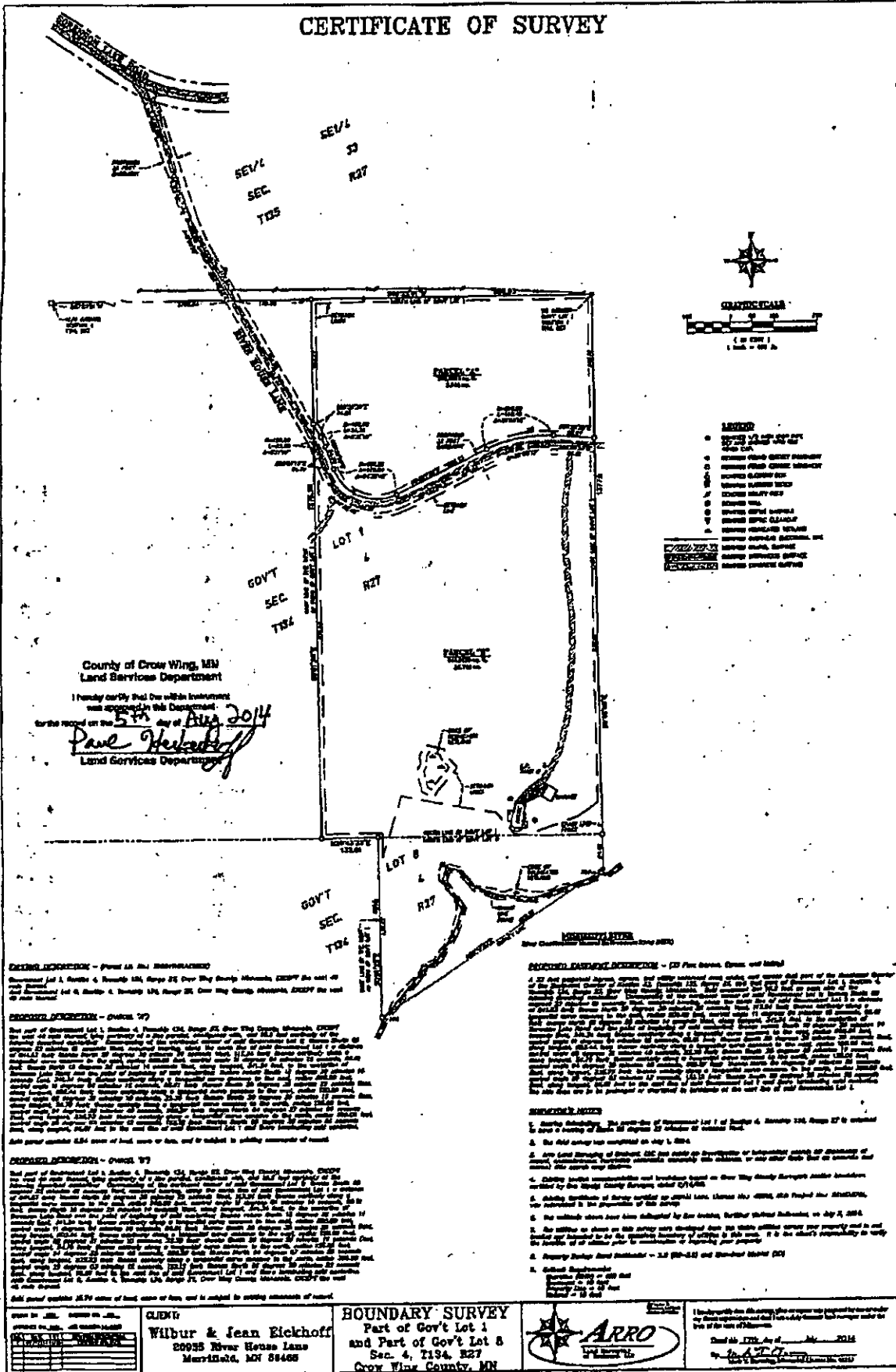
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)
**LESLI EIKANGER**
Notary Public
State of Minnesota
My Commission Expires
January 31, 2019

Exhibit A

CERTIFICATE OF SURVEY



County of Crow Wing, MN
Land Services Department

I hereby certify that the within instrument was approved in this Department for the record on the 5th day of Aug 2014
Paul Heikoff
Land Services Department

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section.

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
The east 1/2 of Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section, less a portion of the northeast corner of said Section 4, as shown on the attached plat.

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
The east 1/2 of Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section, less a portion of the northeast corner of said Section 4, as shown on the attached plat.

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
The east 1/2 of Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section, less a portion of the northeast corner of said Section 4, as shown on the attached plat.

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
The east 1/2 of Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section, less a portion of the northeast corner of said Section 4, as shown on the attached plat.

EXHIBIT DESCRIPTION - PART OF THE INSTRUMENTED
The east 1/2 of Government Lot 1, Section 4, Township 104N, Range 27E, Crow Wing County, Minnesota, EXCEPT the east 1/2 of said Section, less a portion of the northeast corner of said Section 4, as shown on the attached plat.

<p>DATE: 8/1/14 BY: [Signature]</p>	<p>CLIENT: Wilbur & Jean Eickhoff 20925 River House Lane Merrifield, MN 56468</p>	<p>BOUNDARY SURVEY Part of Gov't Lot 1 and Part of Gov't Lot 8 Sec. 4, T104N, R27E Crow Wing County, MN</p>		<p>I hereby certify that the within instrument was approved in this Department for the record on the 5th day of Aug 2014 <i>Paul Heikoff</i> Land Services Department</p>
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Stephanie Anilina
AUG 04 2014

Exhibit B

A 33 foot perpetual Ingress, egress, and utility easement over, under, and across that part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 135, Range 27, and that part of Government Lot 1, Section 4, Township 134, Range 27, Crow Wing County, Minnesota. Said easement lies 16.5 feet on each side of the following described centerline: Commencing at the northeast corner of said Government Lot 1; thence South 89 degrees 22 minutes 01 seconds West assumed bearing along the north line of said Government Lot 1 a distance of 841.83 feet; thence North 29 degrees 30 minutes 29 seconds West, 117.24 feet; thence northerly along a tangential curve concave to the east radius 500.00 feet, central angle 11 degrees 04 minutes 15 seconds 96.61 feet; thence North 18 degrees 26 minutes 14 seconds West along tangent 341.34 feet, to the centerline of Sorenson Lake Road and the point of beginning of said centerline; thence return South 18 degrees 26 minutes 14 seconds East 341.34 feet; thence southerly along a tangential curve concave to the east radius 500.00 feet central angle 11 degrees 04 minutes 15 seconds, 96.61 feet; thence South 29 degrees 30 minutes 29 seconds East along tangent 503.44 feet; thence southerly along a tangential curve concave to the west radius 150.00 feet central angle 08 degrees 31 minutes 10 seconds 22.30 feet; thence South 20 degrees 59 minutes 19 seconds East along tangent 54.79 feet; thence easterly along a tangential curve concave to the north radius 125.00 feet central angle 94 degrees 32 minutes 45 seconds, 206.27 feet; thence North 64 degrees 27 minutes 56 seconds East along tangent 235.73 feet; thence easterly along a tangential curve concave to the south radius 300.00 feet central angle 29 degrees 03 minutes 12 seconds 152.12 feet; thence South 86 degrees 28 minutes 52 seconds East along tangent 96.51 feet to the east line of said Government Lot 1 and there terminating said centerline. The side lines are to be prolonged or shortened to terminate at the east line of said Government Lot 1.

This is an easement description.

Exhibit C
Legal Description for
MIKE BOLEI

a The West 40 rods of Lot 1, Section 4, Township 134, Range 27,

AND

a The East 32 rods of the West 48 rods of Government Lot 8, Section 4, Township 134, Range 27,

Crow Wing County, Minnesota.

Exhibit D
Legal Description for
Jean A. & Wilbur W. Eickhoff

a That part of Government Lot 1, Section 4, Township 134, Range 27, Crow Wing County, Minnesota, EXCEPT the west 40 rods thereof, lying northerly of a line parallel, contiguous with, and 16.5 feet northerly of the following described centerline: Commencing at the northeast corner of said Government Lot 1; thence South 89 degrees 22 minutes 01 seconds West, assumed bearing, along the north line of said Government Lot 1 a distance of 841.83 feet; thence North 29 degrees 30 minutes 29 seconds West, 117.24 feet; thence northerly along a tangential curve concave to the east, radius 500.00 feet, central angle 11 degrees 04 minutes 15 seconds, 96.61 feet; thence North 18 degrees 26 minutes 14 seconds West, along tangent, 341.34 feet, to the centerline of Sorenson Lake Road and the point of beginning of said centerline; thence return South 18 degrees 26 minutes 14 seconds East, 341.34 feet; thence southerly along a tangential curve concave to the east, radius 500.00 feet, central angle 11 degrees 04 minutes 15 seconds, 96.61 feet; thence South 29 degrees 30 minutes 29 seconds East, along tangent, 503.44 feet; thence southerly along a tangential curve concave to the west, radius 150.00 feet, central angle 08 degrees 31 minutes 10 seconds, 22.30 feet; thence South 20 degrees 59 minutes 19 seconds East, along tangent, 54.79 feet; thence easterly along a tangential curve concave to the north, radius 125.00 feet, central angle 94 degrees 32 minutes 45 seconds, 206.27 feet; thence North 64 degrees 27 minutes 56 seconds East, along tangent, 235.73 feet; thence easterly along a tangential curve concave to the south, radius 300.00 feet, central angle 29 degrees 03 minutes 12 seconds, 152.12 feet; thence South 86 degrees 28 minutes 52 seconds East, along tangent, 96.51 feet to the east line of said Government Lot 1 and there terminating said centerline.

Exhibit E
Legal Description for
Michael C. & Debra A. Strobel

That part of Government Lot 1, Section 4, Township 134, Range 27, Crow Wing County, Minnesota; EXCEPT the west 40 rods thereof, lying southerly of a line parallel, contiguous with, and 16.5 feet northerly of the following described centerline: Commencing at the northeast corner of said Government Lot 1; thence South 89 degrees 22 minutes 01 seconds West, assumed bearing, along the north line of said Government Lot 1 a distance of 841.83 feet; thence North 29 degrees 30 minutes 29 seconds West, 117.24 feet; thence northerly along a tangential curve concave to the east, radius 500.00 feet, central angle 11 degrees 04 minutes 15 seconds, 96.61 feet; thence North 18 degrees 26 minutes 14 seconds West, along tangent, 341.34 feet, to the centerline of Sorenson Lake Road and the point of beginning of said centerline; thence return South 18 degrees 26 minutes 14 seconds East, 341.34 feet; thence southerly along a tangential curve concave to the east, radius 500.00 feet, central angle 11 degrees 04 minutes 15 seconds, 96.61 feet; thence South 29 degrees 30 minutes 29 seconds East, along tangent, 503.44 feet; thence southerly along a tangential curve concave to the west, radius 150.00 feet, central angle 08 degrees 31 minutes 10 seconds, 22.30 feet; thence South 20 degrees 59 minutes 19 seconds East, along tangent, 54.79 feet; thence easterly along a tangential curve concave to the north, radius 125.00 feet, central angle 94 degrees 32 minutes 45 seconds, 206.27 feet; thence North 64 degrees 27 minutes 56 seconds East, along tangent, 235.73 feet; thence easterly along a tangential curve concave to the south, radius 300.00 feet, central angle 29 degrees 03 minutes 12 seconds, 152.12 feet; thence South 86 degrees 28 minutes 52 seconds East, along tangent, 96.51 feet to the east line of said Government Lot 1 and there terminating said centerline.

AND Government Lot 8, Section 4, Township 134, Range 27, Crow Wing County, Minnesota, EXCEPT the west 48 rods thereof.