

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

**DOCUMENT A- 909769**

RECORDED ON:

October 11, 2018 2:56 PM

GARY GRIFFIN

CROW WING COUNTY RECORDER

BY: DJ

RETURN TO: POTLATCHDELTAIC COPORATION  
15323 CLEARVIEW LANE  
BRainerD, MN 56401

FEE: \$46.00

PAGES: 7

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## EASEMENT AGREEMENT

Date: \_\_\_\_\_

*KNOW ALL MEN BY THESE PRESENTS*, That POTLATCH TRS MINNESOTA, LLC, a Delaware limited liability company ("Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to MERRIFIELD MARATHONS, INC., a Minnesota not-for-profit corporation ("Grantee"), a permanent non-exclusive easement ("Easement") for snowmobile trail purposes, including the right to maintain and repair a snowmobile trail not more than twenty (20) feet wide as necessary, over, across and under the following described property in Crow Wing County, Minnesota, described as follows:

See attached Exhibit A, as depicted on drawing attached as Exhibit B.

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 trail located within the Easement, but shall have no obligation to repair or maintain any trail located within the Easement; (c) acknowledges that Minnesota Power, a division of ALLETE, Inc. ("Minnesota Power") has an easement over the same property to survey, construct, operate, maintain, use, rebuild, or remove electric power or communication lines or cables, consisting of foundations, poles, towers, structures, crossarms, guys, braces, anchors, wires, cables, conduits, counterpoises, fixtures, and other devices used or useful in the operation, maintenance, and use of said lines or cables, together with the right to locate, construct or reconstruct the same at various voltages and dimensions at any time hereafter as Minnesota Power shall deem useful or necessary and agrees not to interfere with said easement; and, (d) 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. Grantee agrees to be liable for its acts and the acts of its employees, members, agents, and guests.

Grantor may, at its option and at its expense, relocate any trail located within the Easement, provided that said relocation is substantially equal in quality and size to the then existing trail, 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.

No gate or barrier may be placed at any point on the trail constructed within the Easement without the prior consent of Grantor, which consent may be granted or withdrawn in Grantor's discretion, EXCEPT that Grantee must gate off access to the Easement when it is not in use by snowmobiles in order to prevent all-terrain vehicles (ATVs), off-road vehicles, and other vehicles except snowmobiles from accessing the Easement. Grantee must also consult with Minnesota Power prior to any gate installation and arrange for Minnesota Power and Grantor to install a shared lock on any such gates installed.

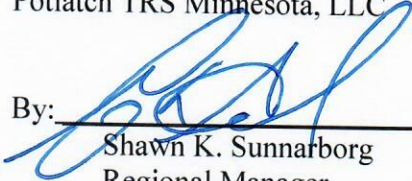
Grantee agrees that it shall not allow refuse or garbage to accumulate on or about the easement or the adjacent property nor shall Grantee allow the easement to be used in a manner which constitutes a nuisance, as reasonably determined by Grantor.

Grantee shall not assign, transfer, or sublet the rights granted by this easement without the prior written consent of Grantor and notice to Minnesota Power. The easement shall only be used for a snowmobile trail and Grantee shall not charge a fee to any member of the public for use of the easement.

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.

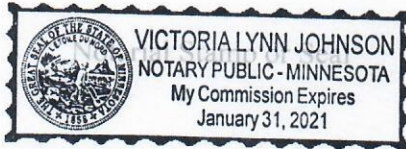
*[Signatures on following pages.]*

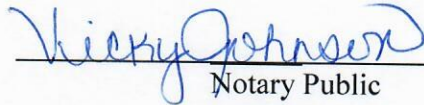
Potlatch TRS Minnesota, LLC

By:   
Shawn K. Sunnarborg  
Regional Manager

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF CARLTON    )

The foregoing instrument was acknowledged before me this 21 day of September, 2018, by Shawn K. Sunnarborg the Regional Manager of Potlatch TRS Minnesota, LLC, a limited liability company under the laws of the State of Delaware, on behalf of the company



  
Notary Public

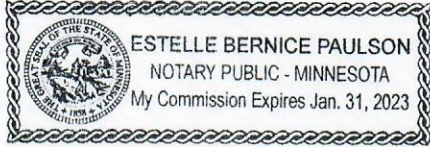
Merrifield Marathons, Inc.

By: Howard Miller

Its: President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF Crow Wing    )

The foregoing instrument was acknowledged before me this 24 day of September,  
2018, by Howard Miller the President  
of Merrifield Marathons, Inc., a Minnesota not-for-profit corporation, on behalf of the  
organization.



Estelle B Paulson  
Notary Public

My Commission Expires: January 31, 2023

**CONSENT TO EASEMENT**

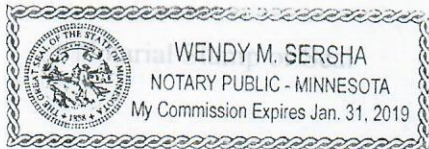
Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, hereby consents to this grant of easement from Potlatch TRS Minnesota, LLC to Merrifield Marathons, Inc.

Minnesota Power, a division of ALLETE, Inc.

By: Christopher E. Fleege  
Christopher E. Fleege  
Sr. VP – MP Operations

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me this 21st day of September, 2018, by Christopher E. Fleege, the Sr. VP – Minnesota Power Operations of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, on behalf of the company.

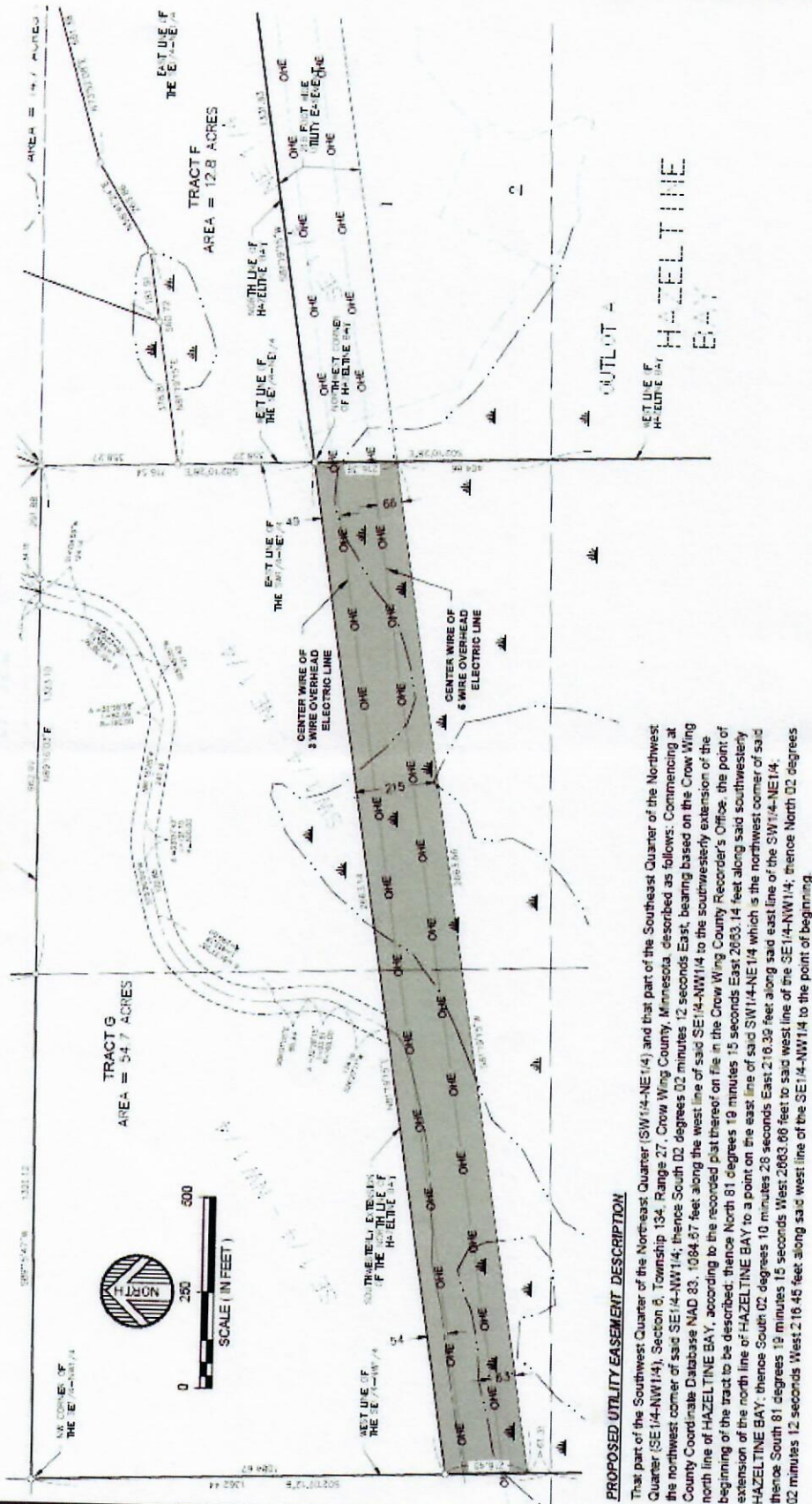


Wendy M. Sersha  
Notary Public

**EXHIBIT A**

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) and that part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), Section 6, Township 134, Range 27, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said SE1/4-NW1/4; thence South 02 degrees 02 minutes 12 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 1084.67 feet along the west line of said SE1/4-NW1/4 to the southwesterly extension of the north line of HAZELTINE BAY, according to the recorded plat thereof on file in the Crow Wing County Recorder's Office, the point of beginning of the tract to be described; thence North 81 degrees 19 minutes 15 seconds East 2663.14 feet along said southwesterly extension of the north line of HAZELTINE BAY to a point on the east line of said SW1/4-NE1/4 which is the northwest corner of said HAZELTINE BAY; thence South 02 degrees 10 minutes 28 seconds East 216.39 feet along said east line of the SW1/4-NE1/4; thence South 81 degrees 19 minutes 15 seconds West 2663.66 feet to said west line of the SE1/4-NW1/4; thence North 02 degrees 02 minutes 12 seconds West 216.45 feet along said west line of the SE1/4-NW1/4 to the point of beginning.

**EXHIBIT B**  
**PART OF SECTION 6, TOWNSHIP 134, RANGE 27,**  
**CROW WING COUNTY, MINNESOTA**



**PROPOSED UTILITY EASEMENT DESCRIPTION**

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) and that part of the Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), Section 6, Township 134, Range 27, Crow Wing County, Minnesota, described as follows: Commencing at the northwest corner of said SE1/4-NW1/4; thence South 02 degrees 02 minutes 12 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 1084.57 feet along the west line of said SE1/4-NW1/4 to the southwesterly extension of the north line of HAZELTINE BAY, according to the recorded plat thereof on file in the Crow Wing County Recorder's Office; the point of beginning of the tract to be described; thence North 81 degrees 19 minutes 15 seconds East 2683.14 feet along said southwesterly extension of the north line of HAZELTINE BAY to a point on the east line of said SW1/4-NE1/4 which is the northwest corner of said HAZELTINE BAY; thence South 02 degrees 10 minutes 28 seconds East 216.39 feet along said east line of the SW1/4-NE1/4; thence South 81 degrees 19 minutes 15 seconds West 2683.06 feet to said west line of the SE1/4-NW1/4; thence North 02 degrees 02 minutes 12 seconds West 216.45 feet along said west line of the SE1/4-NW1/4 to the point of beginning.

DATE	BY	SCALE	PROJECT



**WIDSETH SMITH NOLTING**  
 Engineering | Architecture | Surveying | Environmental