



245442

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OFFICE OF COUNTY RECORDER  
WADENA COUNTY, MINNESOTA

Certified, Filed, and/or Recorded on: October 20, 2016 9:55 AM

SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [ ] Received

Received from: Received from name

Returned To: WADENA COUNTY AUDITOR/TREASURER  
415 SOUTH JEFFERSON STREET  
WADENA, MN 56482

TRANSFER ENTERED THIS  
20 DAY OF Oct A.D. 2016  
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WADENA CNTY AUDITOR/TREASURER

## 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 \$1,200.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to GREG C. HAGLIN and ROSEANNE HAGLIN, husband and wife (collectively, "Grantee"), a permanent 33' wide 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:

Northerly 33' of Government Lot 2 (or fractional Northwest Quarter of Northeast Quarter), and northerly 33' of Northwest Quarter of Southeast Quarter, all in Section 23, Township 135, Range 33

03.023.1030

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

Southwest Quarter of Northwest Quarter, Southeast Quarter of Northwest Quarter, Northeast Quarter of Northwest Quarter, and West Half of Southwest Quarter of Northeast Quarter, all in Section 23, Township 135, Range 33

03.023.3030

By acceptance hereof, 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 easements 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 easements, but shall have no obligation to repair or maintain any roadway located within the easements; and (c) 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 easements in any manner by Grantee, or other parties using the easements with the permission or acquiescence of Grantee, and Grantee agrees to indemnify and hold Grantor harmless from all liability and claims for any such damage.

The intent herein is to create private easements to be used by Grantor and Grantee, and not other members of the public. The easements granted herein are intended for use by the owner(s) of Grantee's undivided property. No roadway constructed within the easements may be turned over for public maintenance without the prior consent of Grantor. No gate or barrier may be placed at any

