TRANSFER ENTERED THIS

ODDAY OF COLOR A.D. 2016

MAL
WADENA CNTY AUDITOR/TREASURER

245442

OFFICE OF COUNTY RECORDER WADENA COUNTY, MINNESOTA

Fee: \$46.00

Pages: 2

Doc#. 245442

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

SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: Receieved from name

WADENA COUNTY AUDITOR/TREASURER

Returned To: 415 SOUTH JEFFERSON STREET

WADENA, MN 56482

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

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

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

point on a roadway constructed within the easements without the prior consent of Grantor, which consent may be granted, denied or withdrawn in Grantor's discretion.

Grantor may, at its option and at its expense, relocate any roadway and utilities located within the easements to locations elsewhere on Grantor's property, provided that any such 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 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.

EXECUTED as of the 9 day of August , 2016. POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company Title: Regional MANAGEU STATE OF MINNESOTA)ss COUNTY OF Carlton) The foregoing was acknowledged before me this quay of August Shows Supportory the Karion Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company. SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT This Instrument was Drafted By:

> VICTORIA LYNN JOHNSON NOTARY PUBLIC - MINNESOTA

My Commission Expires

January 31, 2021

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

Haglin - Wadena Co.eas.wpd