



245443

Doc#. 245443

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

Fee: \$46.00

Pages: 2

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

SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: Receieved 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
mm
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 LUKE D. LOEFFLER and EUGENIE M. LOEFFLER, 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 Northwest Quarter of Southeast Quarter, Section 23, Township 135, Range 33

03.023.1030

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

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

03.023.3010

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 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) 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 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 a private easement to be used by Grantor and Grantee, and not other members of the public. The easement granted herein is intended for use by the owner(s) of Grantee's undivided property. 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.

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 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.

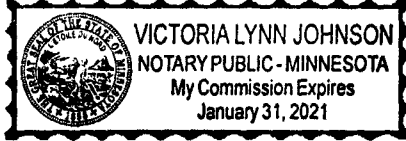
POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company

By: [Signature]
Name: Shawn Sunnarborg
Title: Regional Manager

STATE OF MINNESOTA)
) ss
COUNTY OF Carlton)

The foregoing was acknowledged before me this 9 day of August, 2016, by Shawn Sunnarborg, the Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said limited liability company.

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

[Signature: Vicki Johnson]
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)

VICTORIA LYNN JOHNSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2021