



240054

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OFFICE OF COUNTY RECORDER  
WADENA COUNTY, MINNESOTA

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [ ] Received

Received from: POTLATCH CORP

POTLATCH CORP

Returned To: ATTN: LESLIE EIKANGER  
105 ARCH STREET  
CLOQUET, MN 55720

**EASEMENT AGREEMENT; RIGHT OF FIRST REFUSAL**

KNOW ALL MEN BY THESE PRESENTS, that JAMES A. KLEINKE and MARY M. KLEINKE, husband and wife; MARK F. YSETH and LESLEE M. KLEINKE-YSETH, husband and wife; and ALFRED L. KLEINKE, a single person (collectively, "Kleinke" or "Grantor"), in consideration of the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) that shall be payable to James & Mary Kleinke and Mark & Leslee Yseth only (not Al Kleinke), the Right of First Refusal granted herein and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Potlatch" or "Grantee"), a permanent, 33' wide, non-exclusive easement for ingress, egress, roadway and utility purposes over, under and across Grantor's land in Wadena County, Minnesota, described as follows:

Southwest Quarter of the Southeast Quarter and the West Half of the Northwest Quarter of the Southeast Quarter of Section 12, Township 136, Range 34, Wadena County, Minnesota (PID R080124023) (the "Burdened Parcel").

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

Northwest Quarter, North Half of Southwest Quarter, and West Half of Northeast Quarter of Section 12; and West Half of Southeast Quarter of Section 1, all in Township 136, Range 34, Wadena County, Minnesota (the "Benefited Parcel").

The easement granted herein shall be confined to an area 33' in width, with a center line located approximately as depicted in **EXHIBIT A**, attached hereto (the "Easement Area").

In addition to the right of ingress and egress over and across the Burdened Parcel, Grantor also grants Grantee the right to construct, maintain and repair a roadway and utilities, as necessary, within the Easement Area.

Upon construction by Grantee of a roadway on Grantor's property, following generally the center line depicted in **EXHIBIT A**, Grantee shall survey said center line and create a legal description of the Easement Area. This Easement Agreement shall be amended by appropriate

document executed by all parties hereto, or their successors, heirs and assigns, setting forth the description of the Easement Area. The cost of preparing and recording said amendment shall be borne by Grantee.

By acceptance hereof, the parties: (a) acknowledge and agree that Grantee 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.; and (b) acknowledge and agree that Grantor has reserved for themselves the right to make use of the easement for any and all purposes as they from time to time see 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 Area, but shall have no obligation to repair or maintain any roadway located within the Easement Area except to the extent of and in proportion to Grantor's use thereof. No party shall be liable to another party or any other person or entity for any injuries or damages to person or property arising from construction, operation or maintenance of said roadway except as caused by or attributable to the gross negligence or willful misconduct of such party.

Grantee agrees to install, at its expense, a locked gate or barrier at a mutually agreed upon location, provided that all parties owning property served by said roadway have at all times a key to any lock placed on said gate. The parties agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary, to use the easement. Any utilities placed within the easement shall be constructed and maintained by parties using same.

The intent herein is to create a private easement to be used by Grantor and Grantee, and no other members of the public. The easement granted herein is intended for use by the owner(s) of the Benefited Parcel, including future subdivisions thereof. No roadway constructed within the easement may be turned over for public maintenance without the prior consent of both Grantor and Grantee.

#### RIGHT OF FIRST REFUSAL TO LEASE

As acknowledged above, Potlatch intends to continue natural resource management activities and other uses, including, but not limited to, harvesting of timber, hunting and recreation leases, herbicide use, etc. on the Benefited Parcel. As additional consideration for the Easement granted herein, Potlatch grants to Kleinke a right of first refusal for any hunting or recreational lease of the Benefited Parcel. This right of first refusal shall expire and terminate at such time as Potlatch no longer owns the Benefited Parcel, and shall operate as follows: If Potlatch should be in receipt of a bona fide offer from a third party to lease the Benefited Property which Potlatch desires to accept, Potlatch shall notify Kleinke of such offer and Kleinke shall have thirty (30) days following receipt of such notice within which to elect to lease the Benefited Property for the consideration and upon the terms and conditions set forth in the offer. In the event Kleinke shall fail to elect to so lease the Benefited Property by notifying Potlatch within said thirty day period, then Potlatch shall be authorized to lease the Benefited Property to such offeror in accordance with the terms of the offer. If Kleinke notifies Potlatch of their exercise of the right to lease, Kleinke shall enter into a lease agreement for the Benefited Property upon the same terms and conditions as set forth in the offer. In the event Kleinke fails to









## Exhibit A

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across the Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 136 North, Range 34 West, Wadena County, Minnesota, being 16.5 feet on each side of the following described centerline.

Commencing at the Southwest Corner of said Section 12, Township 136 North, Range 34 West, thence South 88 degrees 17 minutes 03 seconds East, 3574.94 feet (assuming a line between the Southwest corner of Section 11, Township 136 North, Range 34 West, and the Southwest Corner of Section 12, Township 136 North, Range 34 West, bears South 87 degrees 36 minutes 05 seconds East) to the actual point of beginning of the easement centerline to be described;

thence North 07 Degrees 27 Minutes 36 Seconds East for 414.72 Feet;  
thence North 03 Degrees 35 Minutes 51 Seconds East for 364.48 Feet;  
thence North 18 Degrees 35 Minutes 05 Seconds West for 263.79 Feet;  
thence North 37 Degrees 44 Minutes 45 Seconds West for 287.02 Feet;  
thence North 28 Degrees 29 Minutes 54 Seconds West for 91.38 Feet;  
thence North 01 Degrees 05 Minutes 08 Seconds East for 1062.60 Feet;  
thence North 11 Degrees 12 Minutes 33 Seconds West for 249.00 Feet;  
thence North 24 Degrees 21 Minutes 56 Seconds West for 35.02 Feet.

to the North line of the Northwest Quarter of the Southeast Quarter of Section 12, Township 136 North, Range 34 West and there said easement terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said North line.

Easement is subject to existing road right-of-ways.

## "EXHIBIT B"

# ROADWAY EASEMENT

A 33.00 foot easement for ingress, egress, and utility purposes, centered over and across an existing road located in:

The Southwest Quarter of the Southeast Quarter and the Northwest Quarter of the Southeast Quarter of Section 12, Township 136 North, Range 34 West, Wadena County, Minnesota

