



**Doc#. 241262**

241262

OFFICE OF COUNTY RECORDER  
WADENA COUNTY, MINNESOTA

Fee: \$46.00

Pages: 4

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [ ] Received

Received from: Received from name

LIBERTY TITLE INC

Returned To: 117267 YALE STREET NW  
LOWER LEVEL  
ELK RIVER, MN 55330

## 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 Five Thousand and No/100 Dollars (\$5,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to LUKE LOEFFLER and STEVE C. LOEFFLER (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:

See attached Exhibit A; said easement is depicted on the survey drawing attached hereto as Exhibit B

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

Southwest Quarter of Southwest Quarter, Section 23, Township 135 North, Range 33 West (Wadena County PID No. 03-0232-3020)

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.

**Liberty Title Inc.**  
Recording Department  
17267 Yale Street NW, Ste. LL  
Elk River MN 55330

CC-1503-1827

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.

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 13 day of April, 2015.

POTLATCH MINNESOTA TIMBERLANDS, LLC, a  
Delaware limited liability company

By: 

Name: Shawn K. Sunnarborg

Title: Region Manager

STATE OF MINNESOTA )  
COUNTY OF Careton ) ss

The foregoing was acknowledged before me this 13 day of April, 2015, by Shawn K. Sunnarborg, the Region 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 OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)



LESLIE EIKANGER  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2019

### **Exhibit A**

A 33.00 foot wide easement across an existing road for ingress, egress and utility purposes over, under and across those parts of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter, Section 22, Township 135 North, Range 33 West, all in Wadena County Minnesota, being 16.5 feet on each side of the following described centerline.

Commencing at the South Quarter Corner of Section 27, Township 135 North, Range 33 West, thence North 01 degrees 13 minutes 09 seconds East, 5298.88 feet (assuming a line between the North Quarter Corner of Section 22, Township 135 North, Range 33 West, and the South Quarter Corner of Section 27, Township 135 North, Range 33 West, bears South 00 degree 52 minutes 13 seconds West) to the actual point of beginning of the easement centerline to be described;

thence South 88 Degrees 36 Minutes 12 Seconds East for 834.41 Feet;  
thence South 88 Degrees 41 Minutes 56 Seconds East for 716.53 Feet;  
thence North 80 Degrees 59 Minutes 51 Seconds East for 96.31 Feet;  
thence South 86 Degrees 59 Minutes 00 Seconds East for 232.39 Feet;  
thence South 87 Degrees 22 Minutes 57 Seconds East for 388.45 Feet;  
thence South 87 Degrees 20 Minutes 12 Seconds East for 383.28 Feet.

to the East line of the Southeast Quarter of the Southeast Quarter of Section 22, Township 135 North, Range 33 West and there terminating. The sidelines of said easement to be lengthened or shortened to meet and terminate at said East line of the Southeast Quarter of the Southeast Quarter in Section 22, Township 135 North, Range 33 West.

"Exhibit B"

# ROADWAY EASEMENT

A 33.00 foot easement across an existing roadway for ingress, egress, and utility purposes over, under and across those parts of:

Southwest Quarter of the Southeast Quarter and  
the Southeast Quarter of the Southeast Quarter  
Section 22, Township 135 North, Range 33 West  
Wadena County, Minnesota

See Attached "EXHIBIT A" for Course Details.

