



251586

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WADENA COUNTY, MINNESOTA

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SOLEDAD HENRIKSEN, COUNTY RECORDER

Well Certificate [] Received

Received from: Received from name

Returned To: TANYA DIGIOVANNI - POTLATCHDELTIC CORP
4425 CINOSAM PINES RD
BRAINERD, MN 56401

space above line reserved for county recording data

**TERMINATION OF EASEMENT
AND
NEW EASEMENT AGREEMENT
WITH
MAINTENANCE PROVISIONS**

THIS TERMINATION OF EASEMENT AND NEW EASEMENT AGREEMENT WITH MAINTENANCE PROVISIONS ("Agreement") is made and entered into as of the 5 day of December, 2018, by and among POTLATCH MINNESOTA TIMBERLANDS, LLC, a Delaware limited liability company ("Grantor") and BRADLEY D. UITDENBOGERD and DIANE M. UITDENBOGERD, husband and wife, as joint tenants ("Grantees").

WHEREAS Grantor is the owner of the following described real property in Wadena County, Minnesota (the "Potlatch Property"):

The South Half of the Southeast Quarter, Section 22, Township 135, Range 33, Wadena County Minnesota.

WHEREAS Grantees are the owner of the following described real property in Wadena County, Minnesota (the "Uitdenbogerd Property"):

The Northeast Quarter of the Southeast Quarter, Section 22, Township 135, Range 33, Wadena County Minnesota.

WHEREAS the Uitdenbogerd Property is currently benefited by the following described easement burdening the Potlatch Property, created by the easement agreement dated October 15, 2002 and recorded on October 23, 2002 in the Office of the County Recorder in and for Wadena County as Document No. 200331 (the "Prior Easement"):

A permanent non-exclusive access easement for private road purposes over and across the East 33 feet of the West 483 feet of the Southeast Quarter of Southeast Quarter, Section 22, Township 135, Range 33, Wadena County, Minnesota.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees agree as follows:

1. The Prior Easement is hereby TERMINATED for all purposes.
2. Grantor hereby grants and conveys to Grantees a permanent, non-exclusive easement for ingress, egress, and utility purposes, including the right to install, maintain, repair and improve roadways and facilities as necessary, over, across and under property in Wadena County, Minnesota described as follows (the "New Easement"):

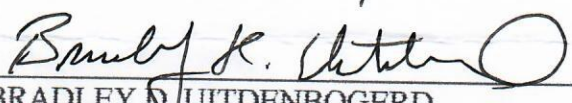
See attached Exhibit A; as depicted on the drawing attached as Exhibit B.

By acceptance of the deed to which this exhibit is attached, Grantees agrees with Grantor with respect to maintenance and use of the road located on the New Easement ("Private Road") according to the terms hereof. The Private Road shall be maintained in a good and workmanlike fashion, shall be neat in appearance, and snow may be deposited immediately on either side of the Private Road as reasonably necessary to keep such roadway open and safe for travel, but it shall not be deposited in such a manner as to create a safety hazard or an undue burden on adjoining property. The expense of repairing, maintaining and upgrading portions of the Private Road shall be shared equally by those parties which make joint use of the Private Road, in proportion to their use; provided, however, that parties who make no use of portions of the Private Road shall have no obligation to contribute to repairs, maintenance or upgrades of portions which they do not use. Grantor and Grantees agree that they will cooperate in discussing road repairs, maintenance and upgrades and determining what work is to be undertaken with respect to the Private Road. All actions as to expenditures for repairs, maintenance and upgrades must be unanimous or agreed to by the parties who will pay for same; provided, however, that damage to or rutting of the Private Road which is caused by one party shall be repaired as soon as practicable by such party, at its expense. Parties shall not park their vehicles or permit others to park vehicles (or otherwise block) the Private Road, without first obtaining permission from the other parties validly using the Private Road. Grantees agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary to use the Private Road.

By acceptance of the deed to which this exhibit is attached, Grantees acknowledge and agree that: (a) 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.; and (b) Grantor shall not be liable to Grantees 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 Grantees in connection with or related to the use, construction, operation or maintenance of the easements in any manner by Grantees, or other parties using the easements with the permission or acquiescence of Grantees, and Grantees agree to indemnify and hold Grantor harmless from all liability and claims for any such damage.

The intent herein is to grant a private easement. The non-exclusive easement granted herein is intended for use by the owner(s) of the Uitdenbogerd Property. No roadway constructed within the easements may be turned over for public maintenance without the prior consent of Grantor.

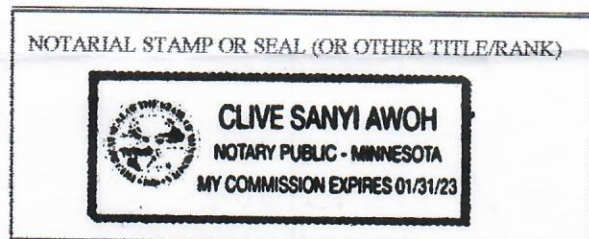
The covenants, agreements, rights and obligations set forth herein shall be appurtenant to and run with the real property affected by this document. This easement is intended to be perpetual in nature, being binding upon Grantees named in the deed to which this exhibit is attached, and their respective successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors. References herein to "Grantor" or "Grantees" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantees.

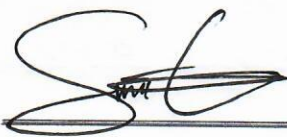

BRADLEY D. UITDENBOGERD


DIANE M. UITDENBOGERD

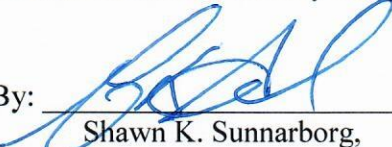
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 11 day of December, 2018, by BRADLEY D. UITDENBOGERD and DIANE M. UITDENBOGERD, husband and wife.




SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

POTLATCH MINNESOTA TIMBERLANDS, LLC,
a Delaware limited liability company

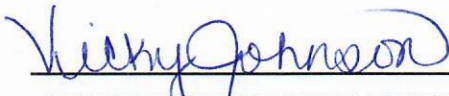
By: 
Shawn K. Sunnarborg,
Lake States Regional Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF CARLTON)

The foregoing instrument was acknowledged before me this 5 day of December, 2018, by Shawn K. Sunnarborg, the Lake States Regional Manager of Potlatch Minnesota Timberlands, LLC, a Delaware limited liability company, on behalf of said company.

THIS INSTRUMENT WAS DRAFTED BY:

*RUDY, GASSERT, YETKA
PRITCHETT & HELWIG
A Professional Association
813 Cloquet Avenue
Cloquet, MN 55720
(218) 879-3363 CNT*


SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

NOTARIAL STAMP OR SEAL (OR OTHER TITLE/RANK)

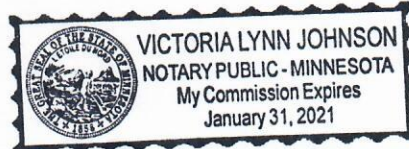


EXHIBIT A

An easement for ingress, egress, and utility purposes over, under, and across the south 33.00 feet of the west 1620.00 feet of the South Half of the Southeast Quarter, Section 22, Township 135 North, Range 33 West, Wadena County, Minnesota.

AND

A 33.00 foot wide easement for ingress, egress, and utility purposes over, under, and across the Southeast Quarter of the Southeast Quarter, said Section 22, being 16.5 feet on each side of the following described centerline:

Commencing at the North Quarter Corner of said Section 22; thence South 17 degrees 17 minutes 04 seconds East (assuming a line between the Northeast Corner of said Section 22 and said North Quarter Corner bears South 89 Degrees 21 Minutes 11 Seconds West) 5528.25 feet to the point of beginning of the centerline to be herein described; thence North 17 Degrees 45 Minutes 56 Seconds East for 172.95 feet; thence North 05 Degrees 03 Minutes 14 Seconds East for 98.30 feet; thence North 05 Degrees 11 Minutes 26 Seconds East for 155.33 feet; thence North 05 Degrees 59 Minutes 06 Seconds East for 173.36 feet; thence North 04 Degrees 41 Minutes 25 Seconds East for 157.84 feet; thence North 08 Degrees 16 Minutes 03 Seconds East for 172.92 feet; thence North 11 Degrees 54 Minutes 45 Seconds East for 126.31 feet; thence North 01 Degrees 22 Minutes 31 Seconds East for 165.00 feet; thence North 16 Degrees 49 Minutes 20 Seconds East for 97.77 feet, more or less, to the north line of said Southeast Quarter of the Southeast Quarter and said described centerline there terminating.

The side lines of said easement shall be prolonged or shortened to meet and terminate at said north line.

Subject to Wilderness Drive right-of-way.

Exhibit "B"

ROADWAY EASEMENT

A 33.00 foot easement for ingress, egress, and utility purposes over, under, and across the 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.



For course description details see Exhibit "A"

