



236492

Doc#. 236492

No Delinquent Taxes and Transfer entered; Certificate of

Real estate Value filed () not required.

CRV No. 18193 E-CRV No. 162313

Aug 1 2013
Date

Wadena County
Auditor/Treasurer

By: ML

T.B. C G.A Z #

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

Fee: \$46.00

Pages: 3

Certified, Filed, and/or Recorded on: **August 01, 2013 1:20 PM**

SOLEDAD HENRIKSEN, RECORDER

Well Certificate [] Received

Received from: COMPLETE TITLE SERVICES, INC

COMPLETE TITLE SERVICES, INC

Returned To: JOHNSON CENTER - SUITE 200

14275 GOLF COURSE DRIVE

BAXTER, MN 56425

DEED TAX DUE: \$120.45

Form No. 9-M- WARRANTY DEED

Corporation or Partnership or Limited Liability Company

to Corporation, Partnership or Limited Liability Company

Date: **July 31, 2013**

FOR VALUABLE CONSIDERATION, **Potlatch Minnesota Timberlands, LLC**, a limited liability company under the laws of **Delaware**, Grantor, hereby conveys and warrants to **MDHA**, Grantee, a non-profit corporation under the laws of **Minnesota**, real property in **Wadena County**, Minnesota, described as follows:

The Northeast Quarter of Southwest Quarter of Section 1, Township 135 North, Range 33 West, Wadena County, Minnesota.

03.601.3010

Seller herein retains an easement for ingress, egress and utility purposes over the easterly 33 feet of the southerly 660 feet of the Northeast Quarter of Southwest Quarter of Section 1, Township 135 North, Range 33 West, Wadena County, Minnesota.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check box if applicable:

The seller certifies that the seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document.

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

ECRV 162313

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MN

WELL CERTIFICATE RECEIVED

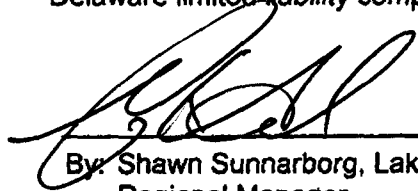
WELL CERTIFICATE NOT REQUIRED

DEED TAX HEREON OF \$ 120.45
PAID THIS 1st DAY OF Aug 20 13
Tammy Lyle Deputy
WADENA COUNTY AUDITOR/TREASURER
RECEIPT # 8494

1316473 DK


Affix Deed Tax Stamp Here

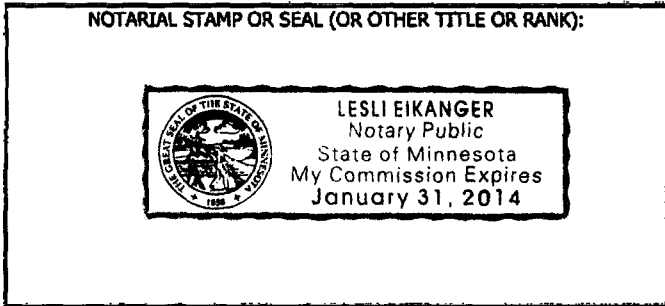
Potlatch Minnesota Timberlands, LLC, a
Delaware limited liability company


By: Shawn Sunnarborg, Lake States
Regional Manager

STATE OF MINNESOTA }
 } ss.
COUNTY }
OF Carlton

This instrument was acknowledged before me on July 25, 2013, by Shawn Sunnarborg, the Lake States Regional Manager of Potlatch Minnesota Timberlands, LLC a limited liability company under the laws of Delaware, on behalf of the limited liability company.


SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Complete Title Services
14275 Golf Course Dr., Suite 240
Johnson Center
Baxter, MN 56425
1316473

MDHA
460 Peterson Road
Grand Rapids, MN 55744

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.

In the event any survey of the road and easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and this Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantee. Grantor may, at its option and at its expense, relocate any roadway and utilities currently located within the easement, to a location else where on Grantors land, 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 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, but not for future subdivisions thereof. No roadway constructed within the easement may be improved beyond its current condition or 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 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 Agreement. This 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.



237153

Doc#. 237153

Fee: \$46.00

Pages: 3

OFFICE OF COUNTY RECORDER
WADENA COUNTY, MINNESOTA

Certified, Filed, and/or Recorded on: October 29, 2013 11:00 AM

SOLEDAD HENRIKSEN, RECORDER

Well Certificate [] Received

Received from: COMPLETE TITLE SERVICES, INC

COMPLETE TITLE SERVICES, INC

Returned To: JOHNSON CENTER - SUITE 200

14275 GOLF COURSE DRIVE

BAXTER, MN 56425

No Delinquent Taxes and Transfer entered; Certificate of
Real estate Value () filed (X) not required.

CRV No. _____ E-CRV No. _____

OCT 29 2013 2013

Date

Wadena County

Auditor/Treasurer

By: *Tammy Leppa Deputy*

T.B. C G.A Z # _____

DEED TAX DUE: \$1.65

Date: July 31, 2013

Form No. 9-M- WARRANTY DEED

Corporation or Partnership or Limited Liability Company

to Corporation, Partnership or Limited Liability Company

FOR VALUABLE CONSIDERATION, **Potlatch Minnesota Timberlands, LLC**, a limited liability company under the laws of **Delaware**, Grantor, hereby conveys and warrants to **Minnesota Deer Hunters Association**, Grantee, a **non-profit corporation** under the laws of **Minnesota**, real property in **Wadena County, Minnesota**, described as follows:

The Northeast Quarter of Southwest Quarter of Section 1, Township 135 North, Range 33 West, Wadena County, Minnesota.

03.001.3010

Seller herein retains an easement for ingress, egress and utility purposes over the easterly 33 feet of the southerly 660 feet of the Northeast Quarter of Southwest Quarter of Section 1, Township 135 North, Range 33 West, Wadena County, Minnesota.

This deed represents a corrective deed for the Warranty Deed originally dated July 31, 2013 filed August 1, 2013 as Document No. 236492 to clarify the grantee as Minnesota Deer Hunters Association.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Check box if applicable:

The seller certifies that the seller does not know of any wells on the described real property.

A well disclosure certificate accompanies this document.

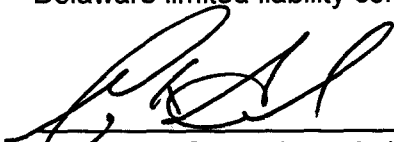
I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

1316473 DK

NO T.I.

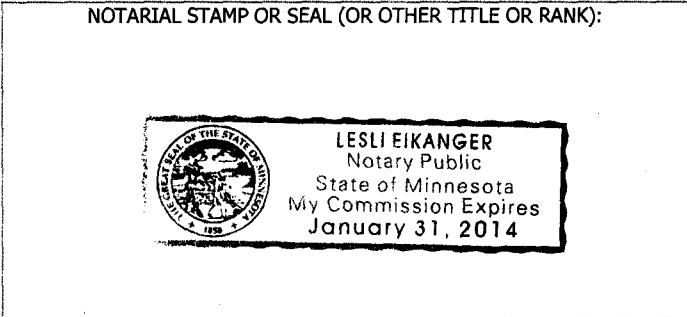
DEED TAX HEREON OF \$ 1.65
 PAID THIS 29th DAY OF Oct 20 13
Tammie Gustafson - Deputy
 WADENA COUNTY AUDITOR/TREASURER
 RECEIPT # 8527

Potlatch Minnesota Timberlands, LLC, a
 Delaware limited liability company


 By: Shawn Sunnarborg, Lake States
 Regional Manager

STATE OF MINNESOTA }
 } ss.
 COUNTY OF Carlton }

This instrument was acknowledged before me on October 8, 2013, by **Shawn Sunnarborg**, the **Lake States Regional Manager** of **Potlatch Minnesota Timberlands, LLC** a **limited liability company** under the laws of **Delaware**, on behalf of the **limited liability company**.




 SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
 Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Complete Title Services
14275 Golf Course Dr., Suite 240
Johnson Center
Baxter, MN 56425
1316473

Minnesota Deer Hunters Association
460 Peterson Road
Grand Rapids, MN 55744

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.

In the event any survey of the road and easement reveals the location thereof to be different on the ground than the location as described, the location on the ground shall control and this Easement shall be amended to modify the legal description accordingly, and the costs of any such amendment shall be paid by Grantee. Grantor may, at its option and at its expense, relocate any roadway and utilities currently located within the easement, to a location else where on Grantors land, 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 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, but not for future subdivisions thereof. No roadway constructed within the easement may be improved beyond its current condition or 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 or withdrawn in Grantor's discretion.

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