

OFFICE OF COUNTY RECORDER  
CROW WING COUNTY, MINNESOTA

**DOCUMENT A- 922318**

RECORDED ON:

September 06, 2019 4:18 PM

GARY GRIFFIN

CROW WING COUNTY RECORDER

BY: SS

RETURN TO: POTLATCHDELTA CORPORATION  
4425 CINOSAM PINES RD  
BRainerd, MN 56401

FEE: \$46.00

PAGES: 6

space above line reserved for county recording data

## EASEMENT AGREEMENT

Date: August 28, 2019

KNOW ALL MEN BY THESE PRESENTS, That **BARBARA VIVIAN GENTRY**, widowed and not remarried ("Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to **POTLATCH LAKE STATES TIMBERLANDS, LLC**, a Delaware limited liability company ("Grantee"), a permanent non-exclusive easement ("Easement") for ingress, egress and utility purposes, including the right to construct, maintain and repair roadways and facilities as necessary, over, under and across the following described property in Crow Wing County, Minnesota, described as follows:

See attached Exhibit A as depicted on the sketch attached as Exhibit B.

Said Easement shall be appurtenant to and benefit the property situated in Crow Wing County, Minnesota, including future subdivisions thereof, owned by Grantee and described as follows:

The Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4), and the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), Section 25, Township 135, Range 28, Crow Wing County, Minnesota

AND

The Southeast Quarter of the Northeast Quarter, Section 26, Township 135, Range 28, Crow Wing County Minnesota, EXCEPT the west 245 feet thereof and the north 150 feet thereof.

By acceptance hereof, Grantee agrees with Grantor with respect to maintenance and use of the 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 Grantee 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 on (or otherwise block) the Private Road, without first obtaining permission from the other parties validly using the Private Road. Grantor and Grantee agree to allow state vehicles, fire vehicles and other vehicles as the parties deem necessary to use the Private Road.

By acceptance hereof, Grantee acknowledges 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 easements in any manner by Grantee, or other parties using the easements 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 convey a private easement. The non-exclusive easement conveyed herein is intended for use by the owner(s) of Grantee's property described herein. No roadway constructed within the easements may be turned over for public maintenance without the prior consent of Grantee. 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 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.

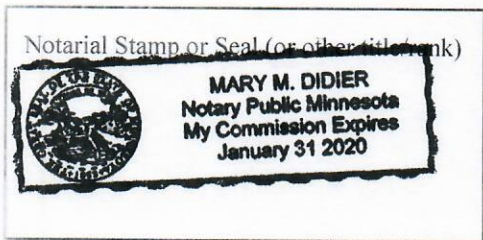
*[Signature on following page.]*

Barbara V. Gentry  
BARABRA VIVIAN GENTRY

STATE OF MINNESOTA )  
COUNTY OF Cass ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2019, by BARBARA VIVIAN GENTRY, widowed and not remarried, Grantor.

Mary M. Didier  
Signature of Person Taking Acknowledgment





## EXHIBIT A

A 66.00 foot wide easement for ingress and egress purposes over and across that part of the Northeast Quarter of the Northeast Quarter (NE1/4-NE1/4), Section 26, Township 135, Range 28, Crow Wing County, Minnesota, which lies 33 feet on each side of the following described line: Commencing at the northeast corner of said Section 26, from which the east line of said NE1/4-NE1/4 bears South 00 degrees 26 minutes 14 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83; thence South 26 degrees 10 minutes 59 seconds West, 607.62 feet; thence South 00 degrees 35 minutes 38 seconds East 65.50 feet; thence south 00 degrees 00 minutes 43 seconds East 24.81 feet; thence South 00 degrees 26 minutes 53 seconds East 45.96 feet to the point of beginning of the centerline to be described; thence North 55 degrees 23 minutes 52 seconds West 73.05 feet to the southerly right of way line for C.S.A.H. No. 3, and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to begin and terminate at said southerly right of way line for C.S.A.H. No. 3 and at the west line of the easement described in Doc. No. 0766523 on file in the Crow Wing County Recorder's Office.

EXHIBIT  
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