

Document No. : 928556 ABSTRACT
01/30/2020 11:52 AM Total Pages: 5
Fees/Taxes In the Amount of: \$47.65

GARY GRIFFIN
CROW WING, MINNESOTA
Auditor-Treasurer
Deputy: allisonr

Transfer Entered

Certificate of Real Estate Value Not Required
Delinquent Taxes Certified
Current Tax Certification Required

(space above line for recording data)

QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$1.65

Date: November 20, 2019

FOR VALUABLE CONSIDERATION, **POTLATCH LAKE STATES TIMBERLANDS, LLC**, a Delaware limited liability company, Grantor, hereby conveys and quit claims to **JAY J. ENDERSON**, Grantee, real property in Crow Wing County, Minnesota, described as follows:

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a The Northeast Quarter of the Northeast Quarter (NE 1/4 of NE 1/4), Section 7, Township 137 North, Range 25 West, Crow Wing County, Minnesota.

AND

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a The South 200.00 feet of the North 850.00 feet of the West 75.00 feet of the Northwest Quarter of the Northwest Quarter (NW 1/4 of NW1/4), Section 8, Township 137, Range 25, Crow Wing County, Minnesota.

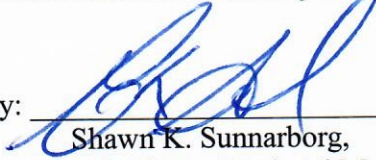
TOGETHER WITH a permanent, non-exclusive easement as follows: The purpose, conditions, terms of, and description of property to be benefited by said easements are set forth on the attached Exhibits A, B, and, C made a part hereof for all purposes.

together with all hereditaments and appurtenances belonging thereto, subject to any easements, restrictions or reservations of record. EXCEPTING previously reserved minerals, and/or mineral rights, if any.

TOTAL CONSIDERATION FOR THIS TRANSFER OF PROPERTY IS \$500 OR LESS.


The purpose of this deed is to effectuate a boundary line adjustment as approved by the Crow Wing County Land Services Department on September 16, 2019.

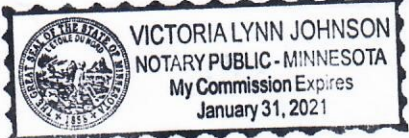
POTLATCH LAKE STATES TIMBERLANDS, LLC,
a Delaware limited liability company

By: 
Shawn K. Sunnarborg,
Lake States Regional Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Carlton)

The foregoing instrument was acknowledged before me this 20 day of November, 2019, by Shawn K. Sunnarborg, the Lake States Regional Manager of Potlatch Lake States Timberlands, LLC, a Delaware limited liability company, on behalf of said company, Grantor.


Signature of Person Taking Acknowledgement

Notarial Stamp or Seal (or other title/rank) 
This instrument was drafted by: RUDY LAW FIRM 813 Cloquet Avenue Cloquet, Minnesota 55720 (218) 879-3363 CNT

Tax statements for the real property described in this instrument should be sent to:

Jay Enderson
72096 Phillip Drive
Albert Lea, MN 56007-4224

EXHIBIT A
EASEMENT; MAINTENANCE OBLIGATIONS

The grant of land in the deed to which this exhibit is attached is TOGETHER WITH 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 the following described property in Crow Wing County, Minnesota:

See attached Exhibit B, as depicted on the survey attached hereto as Exhibit C;

as appurtenant to and benefitting the property described on the deed to which this exhibit is attached, but not future subdivisions thereof.

By acceptance of the deed to which this exhibit is attached, Grantee acknowledges and agrees 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 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.

By acceptance of the deed to which this exhibit is attached, Grantee agrees with Grantor with respect to maintenance and use of the aforementioned 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 (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.

The intent herein is to create a private easement. The non-exclusive easement granted herein is intended for use by the owner(s) of Grantee's and Grantor's property described herein, respectively. No roadway constructed within the easement 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 Grantor, and the Grantee 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 "Grantee" shall be construed to include the successors, heirs, assigns, tenants, agents, contractors, employees, invitees, licensees, servants or visitors of Grantor and Grantee.

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EXHIBIT B

a A 33.00 foot wide 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 that part of the Northwest Quarter of the Northwest Quarter (NW1/4-NW1/4), Section 8, Township 137, Range 25, Crow Wing County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said NW1/4-NW1/4; thence South 00 degrees 13 minutes 49 seconds East, bearing based on the Crow Wing County Coordinate Database NAD 83, 650.09 feet along the west line of said NW1/4-NW1/4 to the north line of the South 200.00 feet of the North 850.00 feet of said NW1/4-NW1/4; thence South 89 degrees 15 minutes 32 seconds East 75.01 feet along said north line of the South 200.00 feet of the North 850.00 feet of the NW1/4-NW1/4 to the east line of West 75.00 feet of said NW1/4-NW1/4; thence South 00 degrees 13 minutes 49 seconds East 30.69 feet along said east line of the West 75.00 feet of the NW1/4-NW1/4 to the point of beginning of the centerline to be described; thence North 44 degrees 55 minutes 48 seconds East 82.09 feet; thence easterly 41.23 feet along a tangential curve, concave to the south, having a central angle of 94 degrees 29 minutes 16 seconds and a radius of 25.00 feet to a point of compound curvature; thence southeasterly 133.10 feet along a compound curve, concave to the southwest, having a central angle of 33 degrees 38 minutes 20 seconds and a radius of 226.70 feet to a point of reverse curvature; thence southeasterly 28.22 feet along a reverse curve, concave to the northeast, having a central angle of 53 degrees 53 minutes 39 seconds and a radius of 30.00 feet; thence South 60 degrees 50 minutes 15 seconds East, tangent to the last described curve, 224.95 feet; thence easterly 47.85 feet along a tangential curve, concave to the north, having a central angle of 54 degrees 50 minutes 16 seconds and a radius of 50.00 feet; thence North 64 degrees 19 minutes 29 seconds East, tangent to the last described curve, 82.17 feet; thence easterly 40.01 feet along a tangential curve, concave to the south, having a central angle of 45 degrees 50 minutes 35 seconds and a radius of 50.00 feet; thence South 69 degrees 49 minutes 56 seconds East, tangent to the last described curve, 155.35 feet; thence South 48 degrees 32 minutes 41 seconds East 96.17 feet; thence southeasterly 50.04 feet along a tangential curve, concave to the northeast, having a central angle of 52 degrees 08 minutes 02 seconds and a radius of 55.00 feet; thence North 79 degrees 19 minutes 17 seconds East, tangent to the last described curve, 41.21 feet; thence southeasterly 141.84 feet along a tangential curve, concave to the southwest, having a central angle of 67 degrees 43 minutes 29 seconds and a radius of 120.00 feet; thence South 32 degrees 57 minutes 13 seconds East, tangent to the last described curve, 168.89 feet; thence southeasterly 85.09 feet along a tangential curve, concave to the northeast, having a central angle of 65 degrees 00 minutes 02 seconds and radius of 75.00 feet to a point of reverse curvature; thence easterly 32.46 feet along a reverse curve, concave to the south, having a central angel of 24 degrees 48 minutes 04 seconds and a radius of 75.00 feet to a point of reverse curvature; thence southeasterly 96.16 feet along a reverse curve, concave to the northeast, having a central angel of 06 degrees 59 minutes 13 seconds and a radius of 788.55 feet to the westerly right of way of County Road No. 106 and said centerline there terminating. Sidelines are to be prolonged or shortened to terminate at said east line of the West 75.00 feet of the NW1/4-NW1/4 and at said westerly right of way of County Road No. 106.

