

✓

0000547022

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
09/15/2010 09:46:33AM
FILE #

PAGES 4
REC FEES \$46.00

LINDA NIELSEN
ITASCA COUNTY RECORDER

BY  Dep

ROAD EASEMENT

In consideration of payment of the sum of **one thousand seven hundred seventy-eight dollars (\$1,778 for land value; timber damages to be paid when incurred)**, the receipt of which is hereby acknowledged, **Potlatch Minnesota Timberlands, LLC**, whose address is **105 Arch Street, Cloquet, MN 55720**, herein called "**Grantor**" on **August 27, 2010**, there is hereby granted to the **State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", a permanent non-exclusive easement for ingress, egress and underground utility purposes, including right to install, maintain, and repair roadways and facilities as necessary, over, across, and under the following described property in Itasca County, Minnesota, described as follows and shown in Attachment A:

A 33 foot wide strip of land over part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 148 North, Range 25 West of the Fifth Principal Meridian, Itasca County, Minnesota, the centerline of said strip described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of Section 22, Township 148 North, Range 25 West of the Fifth Principal Meridian; thence South 3 degrees 27 minutes 25 seconds West, bearing assigned along the East line of said Northeast Quarter of the Northeast Quarter, 534.87 feet to the point of beginning; thence North 43 degrees 26 minutes 10 seconds West, 52.22 feet; thence northerly 22.63 feet along a tangential curve, concave to the northeast, having a radius of 25.00 feet; thence North 8 degrees 26 minutes 12 seconds East 129.29 feet; thence North 12 degrees 27 minutes 37 seconds West 78.57 feet; thence North 13 degrees 31 minutes 33 seconds West 64.26 feet; thence westerly 74.77 feet along a tangential curve, concave to the southwest, having a radius of 50.00 feet; thence South 80 degrees 47 minutes 18 seconds West 98.49 feet; thence North 74 degrees 41 minutes 34 seconds West 60.60 feet; thence North 66 degrees 23 minutes 07 seconds West 32.33 feet; thence North 75 degrees 56 minutes 25 seconds West 28.32 feet;

RECEIVED SEP 15 2010

RE SPEC

4

thence North 89 degrees 19 minutes 01 seconds West 30.44 feet; thence North 73 degrees 19 minutes 42 seconds West 63.32 feet; thence North 28 degrees 17 minutes 59 seconds West 103 feet, more or less to the South line of the North 33.00 feet of said Northeast Quarter of the Northeast Quarter and there terminate.

Together with strip of land described as:

The North 33.00 feet of the West 838.65 feet of the Northeast Quarter of the Northeast Quarter of Section 22, Township 148 North, Range 25 West of the Fifth Principal Meridian.

Copy of survey is shown in Attachment A.

Said easement to be subject to the following terms and conditions:

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Easement shall be non-exclusive and appurtenant to and for the benefit of the following described land: **East Half of Northwest Quarter (E1/2 NW1/4) and West Half of Northeast Quarter (W1/2 NE1/4), Section 22, T148N, R25W of the Fifth Principal Meridian.**
3. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
4. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.
5. The roadway which is the subject of this easement shall be open to public use at the discretion of the Grantee, its successors, heirs, and assigns.
6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:

Name: **Itasca County Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, MN 55744**

7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

Dated this 27 day of August, 2010.

(Grantor)

(Grantor)

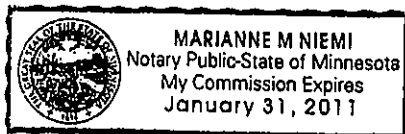
STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 27 day of August, 20 10 by

Shawn Sunnaborg, Sr. Land Mgr.

Marianne M. Mena
Notary Public

(S E A L)



Timothy J. Wolzko
MN License No. 19586