

**Division of Forestry  
500 Lafayette Road, St. Paul, MN 55155**

December 3, 2021

Mark Johnson  
Executive Director  
Lessard-Sams Outdoor Heritage Council  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
State Office Building, Room 95  
St. Paul, MN 55155

Dear Mr. Johnson:

The Forestland Group, a timberland investment and management organization, is proposing an access easement be placed on land in Lake County owned by The Forestland Group over which the State holds a conservation easement funded in part by the Outdoor Heritage Fund, please see attached document. The proposed access easement will secure access on existing forest management roads for any future landowners of property which is currently owned by The Forestland Group, and also adjacent to the land in conservation easement. The location of the proposed access easement is in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), Section 25, Township 54 North, Range 11 West, Lake County. The State supports this request for an access easement for the following:

- The proposed access easement is over already existing forest management roads and trails;
- Public access on existing roads and trails on land in conservation easement is secured by the conservation easement therefore the proposed access easement does not change the current or historic use of the existing roads and trails;
- Due to the topography and hydrology of the site, securing the access easement over existing roads and trails would deter development of some new roads and trails on the adjacent property in the future that could greatly impact wetlands and streams;
- The proposed access easement is in an area identified by Lake County for low-density residential development as indicated in the Lake County Comprehensive Plan and Land-Use Ordinance and so by allowing the access easement it allows for access to the adjacent property while mitigating potential future impacts to the area hydrology;
- There is no monetary value for the proposed access easement; and
- The State's conservation easement will remain in effect on the land.

Please let me know if you there are any questions or concerns.

Sincerely,  
Christine Ostern  
Forest Legacy Program Coordinator  
525 Lake Avenue South, Paulucci Office Bldg., Suite 415, Duluth, MN 55802

CC: Gary Michael  
Doug Tillma

Kelly Wilder

## EASEMENT AGREEMENT

*KNOW ALL MEN BY THESE PRESENTS*, That the undersigned, hereinafter referred to as "Grantor", for good and valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys to Michael A. Kofstad, hereinafter referred to as "Grantee", his successors and assigns, a permanent non-exclusive access easement along an existing road for ingress, egress, and maintenance purposes across the following described property in Lake County, Minnesota, described as follows:

See Attached Exhibit A

Said easement shall be appurtenant to and benefit the property owned by Grantee described as follows: East Half (E ½) of the Southeast Quarter (SE ¼) of Section 25, Township 54 North, Range 11 West, Lake County, Minnesota.

By acceptance hereof, Grantee (a) acknowledges that the Grantor's Property in the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 25, Township 54 North, Range 11 West, Lake County, Minnesota, is protected under a Conservation Easement granted in favor of the State of Minnesota, dated December 21, 2012, recorded in the Office of the Registrar of Titles for Lake County on December 28, 2012, as Doc. No. T00004093, and recorded in the Office of the County Recorder for Lake County on December 28, 2012, as Doc. No. A000177722 (the "Conservation Easement") and agrees to exercise his rights under this easement in strict compliance therewith, (b) acknowledges and agrees that the Grantor has conducted and will continue to conduct upon its property forestry management activities, (c) acknowledges and agrees that the Grantor shall have no obligation to repair or maintain the roadway located upon said easement, and (d) covenants and agrees to indemnify and hold Grantor harmless from any and all liability arising out of or in connection with the use, operation or maintenance of said easement in any manner by Grantee or Grantee's successors, heirs, assigns, invitees, contractors, or other parties using the easement with the permission or acquiescence of Grantee, including without limitation any claim of violation of the terms of the Conservation Easement.

The Grantor herein and its successors and assigns specifically retain the right to make use of the easement granted herein for any and all purposes consistent with rights granted under the Conservation Easement.

*BALANCE OF PAGE INTENTIONALLY BLANK  
SIGNATURES FOLLOW*

EXECUTED as of \_\_\_\_\_ day of \_\_\_\_\_, 2021  
HEARTWOOD FORESTLAND FUND VIII LIMITED  
PARTNERSHIP, a North Carolina limited partnership

By: Heartwood Forestland Advisors VIII, LLC, a North Carolina limited liability company, its General Partner

By: The Forestland Group LLC, a North Carolina limited liability company, its Manager

By: \_\_\_\_\_  
Blake H. Stansell  
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA    )  
                                                  ) ss.  
COUNTY OF ORANGE         )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a notary public in and for said state, personally appeared Blake H. Stansell, the President and Chief Executive Officer of The Forestland Group LLC, a North Carolina limited liability company, Manager of Heartwood Forestland Advisors VIII, LLC, a North Carolina limited liability company, General Partner of HEARTWOOD FORESTLAND FUND VIII LIMITED PARTNERSHIP, a North Carolina limited partnership, that executed the above instrument on behalf of said partnership and acknowledged to me that said partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARY SEAL]

\_\_\_\_\_  
NOTARY PUBLIC  
Leslie B. Lee  
Print Name  
Residing at: Orange County, NC  
My Commission Expires: 10-04-2025

<p><u>This instrument was drafted by:</u> Susan C. Bird Eversheds Sutherland (US) LLP 999 Peachtree Street, NE Atlanta, Georgia 30309-3996</p>
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Exhibit A

Over and across that part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼), of Section 25, Township 54 North, Range 11 West, Lake County, Minnesota, located within a strip of land 33 feet wide, *being* 16.5 feet on each side of the following described centerline of existing roadway as shown on plat below.

Easement along the existing road from points B to C in the  
Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼)  
Section 25 T54N R11W, Lake County, Minnesota

Benefitting the East Half (E 1/2) of the Southeast Quarter (SE ¼)  
Section 25 T54N R11W, Lake County, Minnesota

