

EXHIBIT "A"

CERTIFICATE OF SURVEY

SE 1/4 of NW 1/4, Section 26, T. 155 N., R. 26 W., Koochiching County, Minnesota.

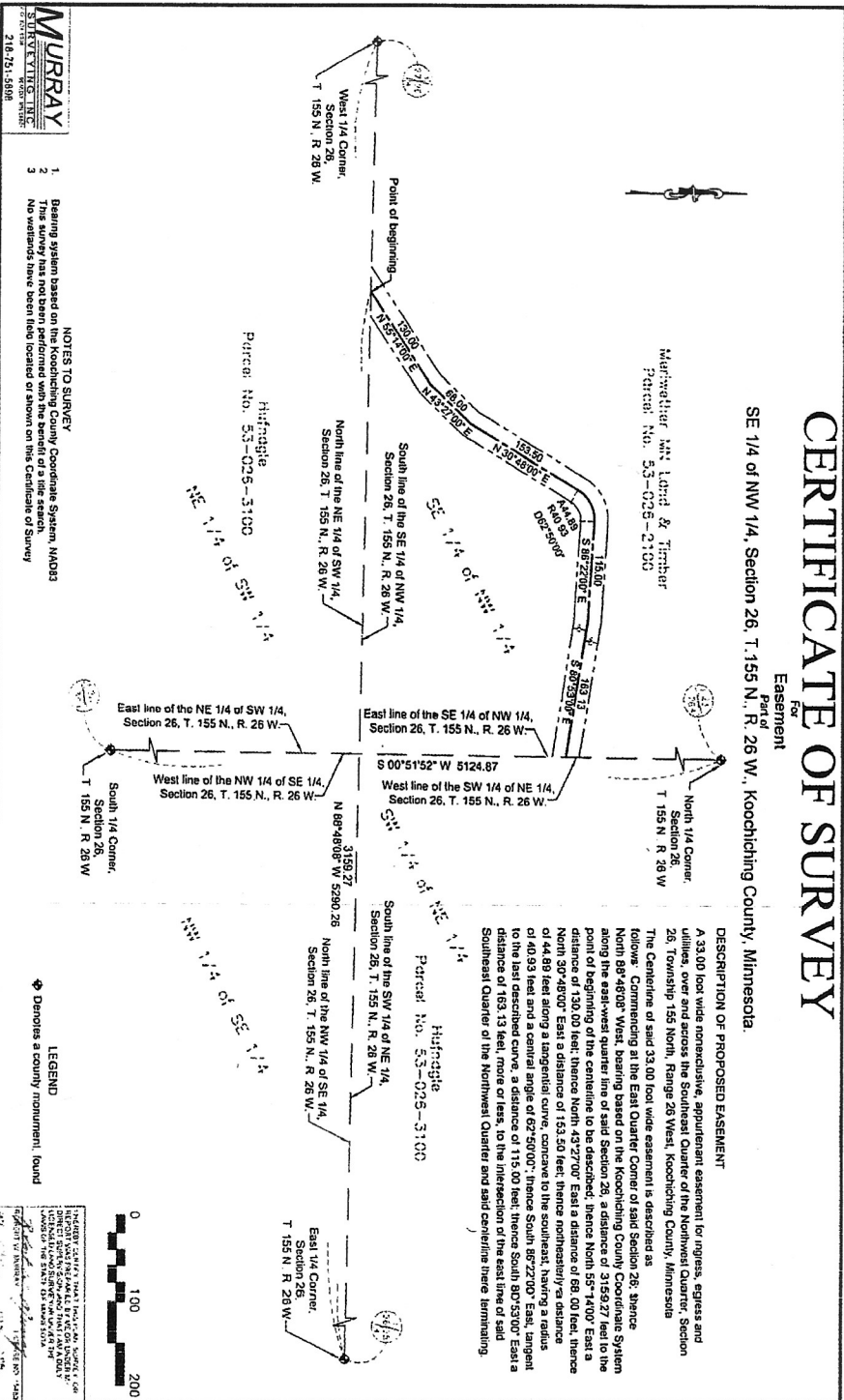
Part of
Easement

Map of Section 26, T. 155 N., R. 26 W.,
Koochiching County, Minnesota
Parcel No. 53-025-2100

DESCRIPTION OF PROPOSED EASEMENT

A 33.00 foot wide nonexclusive, appurtenant easement for ingress, egress and utilities, over and across the Southeast Quarter of the Northwest Quarter, Section 26, Township 155 North, Range 26 West, Koochiching County, Minnesota.

The centerline of said 33.00 foot wide easement is described as follows: Commencing at the East Quarter Corner of said Section 26, thence North 89°48'00" West, bearing based on the Koochiching County Coordinate System along the east-west line of the Southeast Quarter of the Northwest Quarter, Section 26, Township 155 North, Range 26 West, Koochiching County, Minnesota, a distance of 130.00 feet; thence North 43°27'00" East a distance of 69.00 feet; thence North 30°48'00" East a distance of 153.50 feet; thence northeasterly a distance of 44.89 feet along a tangential curve, concave to the southeast, having a radius of 40.93 feet and a central angle of 62°50'00"; thence South 86°27'00" East, tangent to the last described curve, a distance of 115.00 feet; thence South 80°53'00" East a distance of 163.13 feet, more or less, to the intersection of the east line of said Southeast Quarter of the Northwest Quarter and said centerline here terminating.



1. Bearing system based on the Koochiching County Coordinate System, NAD83
2. This survey has not been performed with the benefit of a title search.
3. No wetlands have been identified or shown on this Certificate of Survey.

LEGEND
⬢ Denotes a county monument, found



MOLPUS WOODLANDS GROUP®

February 3, 2021

Via UPS Overnight Delivery

First American Title
Attention: Sue Lentner
430 3rd Ave. NE
Grand Rapids, MN 55744

Re: Private Road Easement between Meriwether Minnesota Land & Timber, LLC, through its manager and duly appointed agent, The Molpus Woodlands Group, LLC and Michael Thurston; MWG Event Number; MMLTROWRD202003

Dear Ms. Lentner:

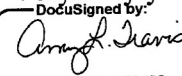
Enclosed please find the Private Road Easement ("Easement") in Koochiching County, Minnesota that has been signed on behalf of Meriwether Minnesota Land & Timber, LLC. It is my understanding that you will be obtaining the signature from Mr. Thurston and having the Easement recorded. Once you have a fully-executed Easement please forward a scanned copy to Amy Travis at atravis@molpus.com.

Also, I will need for you to return a check in the amount of \$3,160.00 made payable to Meriwether Minnesota Land & Timber, LLC. Please send the check to the following address:

Amy L. Travis
The Molpus Woodlands Group, LLC
178 Bonhomie Road
Hattiesburg, MS 39401

If you have any questions or need any additional information, please do not hesitate to contact me. Thank you for your courtesy and cooperation in this matter.

Very truly yours,

DocuSigned by:


28FF2752D6E2455...
Amy L. Travis

Associate General Counsel

ALT/mm

Enclosures

cc: Mr. Craig Halla (*via e-mail w/ enclosure*)

PRIVATE ROAD EASEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between **MERIWETHER MINNESOTA LAND & TIMBER, LLC**, a Delaware limited liability company, ("Meriwether") and **MICHAEL THURSTON** ("Grantee").

WHEREAS, Grantee is the current owner of the Southwest Quarter of the Northeast Quarter and the Northeast Quarter of the Southwest Quarter, Section 26, Township 155 North, Range 26 West, Koochiching County, Minnesota ("Grantee's Property"); and

WHEREAS, Grantee's Property is currently accessed from Meriwether's existing private woods road, (the "Road") which in part traverse the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼) of Section 26, Township 155 North, Range 26 West ("Meriwether's Property"); and

WHEREAS, Grantee now wishes to establish of record a right of access to Grantee's Property along the Road, and has requested a recordable private road use easement from Meriwether on, over and along that part of the Road currently used by Grantee to access the Grantee's Property; and

WHEREAS, Meriwether has agreed to grant unto Grantee an access easement for the considerations, and upon the terms and conditions herein set out with the understanding that the Easement so granted herein will supersede and nullify any and all prior agreements, whether written or oral, concerning Grantee's prior use of the Road which may have been heretofore executed or agreed upon by and between the parties hereto and/or their predecessors in title.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Meriwether does hereby grant, bargain, sell and convey unto Grantee a perpetual non-exclusive twenty (20) foot wide private access easement (the "Easement"), which Easement shall be located ten feet on either side of a centerline as hereinafter described, for pedestrian and vehicular access to Grantee's Property. The centerline of the Easement is more particularly described on the Certificate of Survey of Murray Surveying, Inc. dated July 18, 2020, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

TERMS, COVENANTS AND CONDITIONS

It is understood and agreed by and between the parties hereto that the Easement granted herein is and will continue to be subject to the following terms, covenants and conditions:

1. Permitted Usage. The Easement herein granted is for Grantee's use of the Road for private road ingress and egress to Grantee's Property. All persons using the Road at any time shall be deemed to be doing so at their own risk. Meriwether assumes no liability toward any users of the Road.

2. Relocation. Meriwether reserves unto itself the right, at its sole cost and expense, to relocate the Road and Easement, subject to the condition that, except for distance and curvature, any such relocation shall provide Grantee the same type and quality of unpaved road access as herein granted. In the event of such relocation, Grantee agrees to cooperate with Meriwether in the execution of any necessary documents evidencing the relocation.

3. Road Crossing. Meriwether reserves unto itself the right to use, cross, re-cross, patrol, maintain, repair and improve the Road for any and all purposes and in any manner that will not unreasonably interfere with the rights herein granted. The right of use and enjoyment of the Road by Grantee shall be secondary and subordinate to the rights of Meriwether and shall not unreasonably interfere with Meriwether's use and enjoyment of the Road.

4. Gates and Barriers. Grantee shall not construct or place gates or other barriers across the Road without the express written consent of Meriwether. Meriwether reserves the right to construct gates or other barriers across the Road as it shall from time to time see fit. Grantee, however, shall not be denied access by virtue of the installation of any such gates or barriers by Meriwether. Grantee is authorized to place Grantee's own locks on any such gates or barriers of Meriwether as long as the same do not unreasonably interfere with Meriwether's access to its property. For the protection of Meriwether's property, Grantee, upon encountering a closed and/or locked gate or barrier on the Road shall keep the same closed and/or locked, at all times when the Road is not being used by Grantee.

5. Maintenance and Improvement. Grantee shall have the right, but shall have no obligation, to grade, level and maintain the Road. For the purposes of this Easement, "maintain" is defined as the work normally necessary to preserve and keep the Road passable and as nearly as possible in its present condition or as hereafter improved. Except for maintenance, Grantee shall not commence improvement of the Road without the prior written consent of Meriwether. Meriwether shall not be responsible for the cost of an improvement to the Road performed by or at the request of Grantee without prior written agreement of Meriwether. Notwithstanding the foregoing, Meriwether reserves unto itself the right to maintain and/or improve the Road as it sees fit, as long as such maintenance and/or improvement does not unreasonably interfere with the rights granted herein or the purpose of this Easement.

6. Damages. Grantee shall repair or cause to be repaired, at Grantee's sole cost and expense, any and all damage to the Road, including without limitation the destruction of or injury to bridges, culverts, fences and gates occasioned by Grantee's use thereof. In the event Grantee, in exercising the rights herein granted, damages the adjoining

or surrounding properties of Meriwether, including without limitation the destruction of or injury to soil, standing timber (both merchantable and pre-merchantable), gates, structures, fences or other improvements, Grantee shall immediately notify Meriwether of any such injury or damage and shall promptly reasonably compensate Meriwether for any such damage.

7. Exercise of Rights. In addition to the Grantee, Grantee's employees, agents, contractors, licensees, lessees and invited guests, the Grantee may allow purchasers of timber or other valuable materials and their agents, contractors and employees, hereinafter referred to as "Permittees" to exercise the rights granted herein.

8. Insurance. Before exercising the rights granted herein for any commercial purpose, including but not limited to timber harvesting, the movement of other valuable materials, and/or the movement or transportation of equipment used in connection therewith, Grantee shall first obtain and maintain policies of insurance with an insurance company or companies qualified to do business in the State of Minnesota, and shall have Meriwether and Meriwether's property manager (currently The Molpus Woodlands Group, LLC, a Mississippi limited liability company) named as additional insureds thereunder. Coverage requirements shall be as follows:

Comprehensive general liability with minimum limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate bodily injury, and \$1,000,000 aggregate property damage.

Comprehensive automobile liability including owned, hired and non-owned vehicles with minimum limits of \$1,000,000 per person, \$1,000,000 per accident bodily injury, and \$1,000,000 property damage.

Workmen's Compensation, as required by law, including employer's liability coverage.

Before allowing a Permittee to exercise a right or privilege granted herein, Grantee shall require each such Permittee to obtain and maintain, during the period of such use, the above mentioned policies and limits of insurance coverage, with Meriwether and its property manager named as additional insureds thereunder.

9. Release. It is understood and agreed by and between the parties hereto that, except for claims or damages suffered resulting directly and exclusively from intentional torts or negligent acts on the part of Meriwether, and as a further consideration for this grant, Grantee does hereby release and discharge Meriwether, its property manager(s), agent(s) and Meriwether's Property from any and all past, present or future liability, claim or demand which Grantees, his heirs and assigns may have or claim to have against Meriwether, its property manager(s), agent(s) and/or Meriwether's Property arising out of or in any manner associated with any operation of Meriwether in the management of its properties. All property of whatever kind or nature which may be now or hereinafter

placed in, on or about the Road by or for Grantee shall be at the sole risk of Grantee. Meriwether assumes no liability therefor.

10. Indemnity. As a further consideration of this grant, should a death, injury to person or damage to property, or environmental contamination occur or accrue as a result of the use, maintenance, improvement and/or enjoyment of the Road and/or the rights and privileges granted or assumed hereunder by Grantee, Grantee's invitees, employees, agents, licensees, lessees, contractors, or permittees, Grantee shall indemnify and hold Meriwether, its property manager and their managers directors, agents and employees (the "indemnitees") forever harmless against each and every claim, demand, action, liability, judgment or cause of action (except claims arising solely out of the negligence or intentional tort of Meriwether), including without limitation, all costs, expenses and reasonable attorney fees, that may be made or come against the Indemnitees by reason thereof.

11. Survival of Covenants. Notwithstanding any provision to the contrary contained herein, it is specifically acknowledged that Grantee's duty to indemnify as set out in this Agreement shall survive the expiration or any earlier termination, either partial or total, of this Agreement.

12. Liens. Grantee shall keep the Road and Meriwether's Property free from liens in any manner arising out of this grant or Grantee's activities thereon and shall promptly discharge any such liens so asserted.

13. Trash and Litter. In exercising the rights granted hereunder, Grantee shall not litter or cause or allow others to litter the Road or the Meriwether Property.

14. Taxes. Meriwether shall pay all taxes and/or assessments on the Meriwether Property.

15. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Minnesota.

16. Default by Grantee. Failure of Grantee to abide by or observe any term, covenant or condition in this Agreement shall constitute a default. Should Grantee default hereunder, unless a longer period of time is approved in writing by Meriwether, Grantee shall have thirty (30) days from and after receipt of written notice of such default from Meriwether within which to cure the default. Thereafter the default shall become an Event of Default hereunder. Notwithstanding anything to the contrary contained herein, unless otherwise excused by Meriwether in writing, a default under Paragraph 8 above (Insurance) shall constitute an immediate Event of Default without the requirement of notice.

17. Abandonment of the Road. For the purpose of this Agreement, Grantee's non-use of the Road for any continuous two (2) year period shall constitute abandonment thereof by Grantee.