

OFFICE OF COUNTY RECORDER
CROW WING COUNTY, MINNESOTA
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GARY GRIFFIN
CROW WING COUNTY RECORDER
BY: TD

RETURN TO: LARSON ABSTRACT
70 1ST AVE SE
LITTLE FALLS, MN 56345-3042
FEE: \$46.00
PAGES: 5

RIM Easement (05/17)

EASEMENT # 18-16-16-13

**PERPETUAL REINVEST IN MINNESOTA CONSERVATION EASEMENT
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES**

This conservation easement, hereinafter referred to as "Easement", is made this 19th day of July 2017, between David Thompson and Cindy Thompson, husband and wife hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the "State".

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (RIM) and the PERMANENT WETLAND PRESERVES LAW (PWP) Minn. Stat. Sec. 103F.501 et. seq., 84.95, 84C and the WETLAND CONSERVATION ACT of 1991, authorize the State to acquire conservation easements on eligible lands; AND

WHEREAS the State is authorized to establish conservation practices to protect soil and water quality and to enhance fish and wildlife habitat on conservation easements; AND

WHEREAS, the Grantors are the owners of eligible riparian lands, marginal lands, and/or drained or existing wetlands and/or cropland adjacent to these lands, and desire to convey such lands as a perpetual RIM conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of Sixty-eight Thousand One Hundred Ten and 56/100 DOLLARS (\$ 68,110.56), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth and in Minn. Stat. Sec. 103F.501 et. seq. and all rules adopted thereto, over and upon the following described land situated in the County of Crow Wing State of Minnesota, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN

Said easement area consists of a total of 41.4 acres, of which 0.8 acres are donated to the State. The Grantors will be responsible for obtaining all necessary signatures to convey the conservation easement to the State.

No rights are granted to the general public for access to or entry upon the lands described herein.

FURTHER, the Grantors represent and warrant that there are no hazardous substances pollutants or contaminants in or on the easement area, and that the Grantors, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants or contaminants in or on the easement area.

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State to enter upon the easement area for the purpose of inspection and enforcement of this Easement. Access route can utilize existing driveways, field roads, etc.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall establish and maintain vegetative cover and structural practices in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Conservation Plan maintenance includes any necessary replanting of vegetative cover and repair of structures. Any amendment to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the State.

2. Shall maintain all signs and posts indicating the location of the easement area for the duration of the easement.
3. Shall perpetually allow for legal alterations to existing drainage systems. Such alterations are subject to existing drainage law, prior legal agreements and provisions of this easement.
4. Shall allow only the State or its authorized agents to manage and control water levels associated with wetlands on this easement.
5. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.
6. Shall not produce agricultural crops on the easement area, except as provided in the Conservation Plan approved by the State for wildlife management purposes. Interim land uses established prior to the recording of this Conservation Easement and in accordance with the Conservation Easement Agreement, may be continued until the end of the current growing season of the year this Easement is recorded, without violating this Easement.
7. Shall not remove or harvest any trees on the easement area, except as provided in the state approved Conservation Plan for forest management and wildlife habitat improvement purposes.
8. Shall not graze livestock on the easement area unless specifically approved by the State as part of a prescribed grazing plan. Farmed cervidae are considered livestock and not wild animals for purposes of this easement. Interim grazing land use established in accordance with the Agreement for Conservation Easement and terminated within 60 days of the recording date of this Easement will not be a violation of this Easement.
9. Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the easement area, except as provided in the Conservation Plan.
10. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.
11. Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as described in the Conservation Plan, without the prior written approval of the State.
12. Shall be responsible for the restoration of the easement area to the condition described in the Conservation Plan after any alteration of a public or legal private drainage system or public utility system.
13. Shall not use any wetlands restored under the RIM Reserve or PWP programs to mitigate other wetland losses.
14. Shall notify the State in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.
15. Shall pay when due all taxes and assessments, if any that may be levied against the easement area.
16. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
17. Shall agree that the rights, title, interests, and prohibitions created by this Easement constitute things of value to the State of Minnesota. If there is any failure of the Grantors to comply with any of the provisions of this Easement, the State of Minnesota or other delegated authority shall have any legal or equitable remedy provided by law and the right: 1) To enter upon the easement area to perform necessary work for prevention of or mediation of damage to the easement area; and, 2) To assess all expenses incurred by the State of Minnesota (including any legal fees or attorney fees) against the Grantors, to be owed immediately to the State of Minnesota.
18. Shall indemnify and hold harmless the State of Minnesota, its employees, agents, and assigns from any and all liabilities, claims, and any other expenses (whether legal or equitable in nature and including, without limitation, court costs, and attorneys' fees) to which the State of Minnesota may be subject or incur relating to the easement area, including but not limited to those which may arise from Grantor's negligent acts, omissions, or breach of any representation, warranty, or agreement contained in this Easement, or violations of any Federal, State, or local laws.
19. Other provisions: None.

FURTHER, this Easement shall be enforceable by the State as provided in Minn. Stat. Sec. 103F.515, Subd. 9, and/or by such other relief as may be authorized by law. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, THE GRANTORS OF THIS CONSERVATION EASEMENT, FOR THEMSELVES, COVENANT that they shall not convert to agricultural crop production or pasture any other land, owned or leased as part of the same farm operation at the time of application, if said land supports native vegetation and has not been used in agricultural crop production.

IN WITNESS WHEREOF, the Grantors have caused this Easement to be duly executed.

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT

David Thompson
David Thompson

Cindy Thompson
Cindy Thompson

STATE OF MINNESOTA)
)
COUNTY OF SHERBURNE)



The foregoing instrument was acknowledged before me this 19 day of July,
20 17 by David Thompson and Cindy Thompson, husband and wife _____.
(Notary Stamp or Seal)

Notary Signature [Signature]
Commission expires on 1/31/2020

Easement Number 18-16-16-13

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

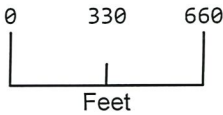
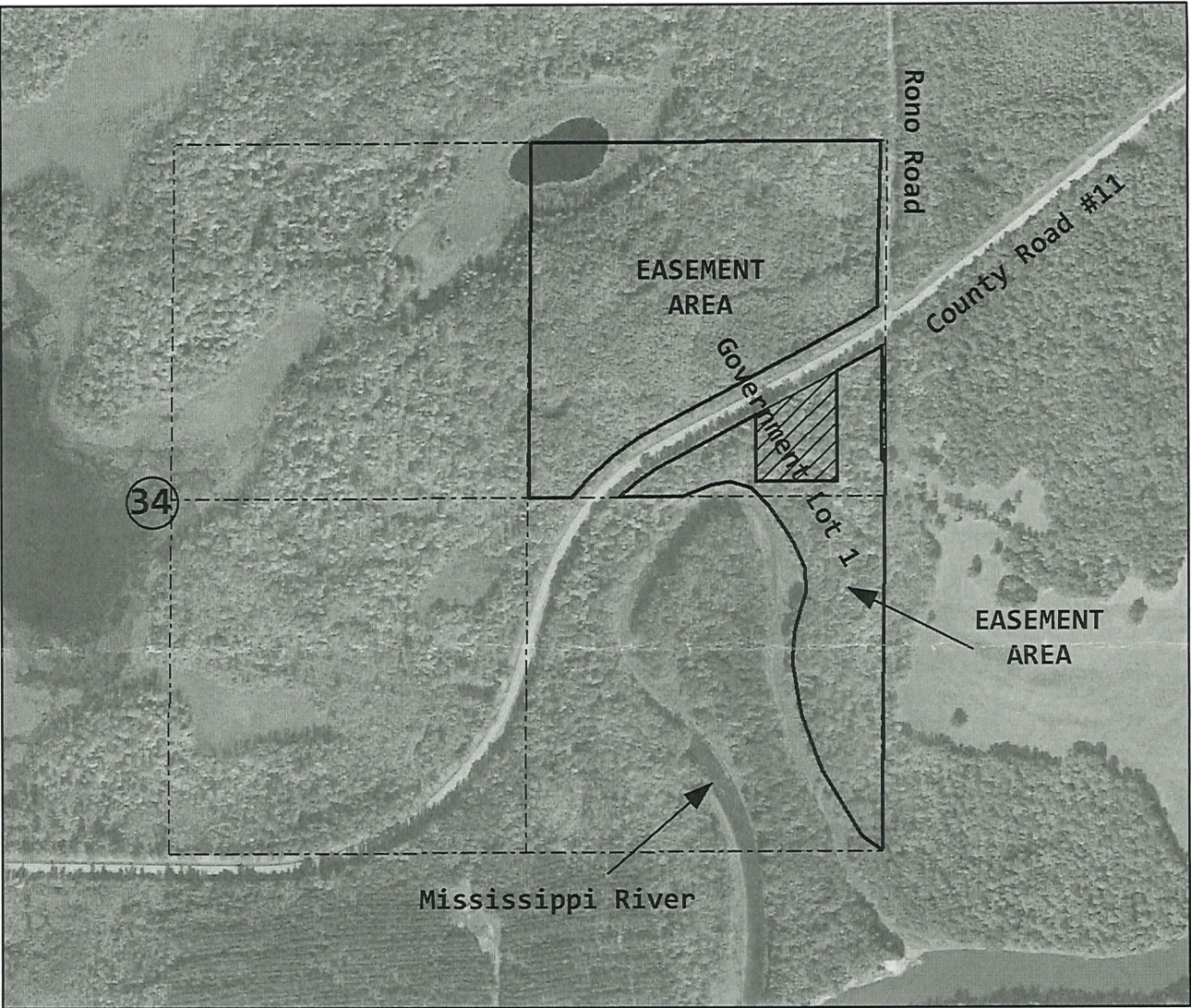
This is not a legal survey and not intended for use as a survey plat.

a That part of Government Lot 1 of Section 34, T. 136 N., R. 26 W., lying Westerly of the Rono Road right-of-way, Northerly and Southerly of the County Road #11 right-of-way, and shown as the "Easement Area" on the Exhibit 'A' attached to and made a part of this Conservation Easement.

STATE OF MINNESOTA
BOARD OF WATER & SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT 'A'

This map delineates the easement area(s) referred to in the attached easement conveyance. *This is not a legal survey, and not intended for use as a survey plat.*






Section: 34 T. 136 N., R. 26 W., Crow Wing County



Prepared by:
Board of Water and Soil Resources

Dated:
Feb 01 2017

Legend

-  Center of Section
-  Easement Boundary
-  Boundary of Described Lands
-  Lands not Included in Easement
-  Section/Quarter/Sixteenth Line