

PERPETUAL CONSERVATION EASEMENT

BOOK 117 PAGE 551

STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES

This Conservation EASEMENT is made this 5th day of December 19 96,
between Darrell Dean Landmark AKA Darrell Landmark and Debra Kaye Landmark, husband and wife;
Oscar L. Landmark and Beulah V. Landmark, husband and wife; Alton W. Isaacs and
Rudell H. Isaacs, 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 "Board".

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (RIM) and the PERMANENT WETLAND PRESERVES LAW (PWP) Minn. Stat. Sec. 103F.501 TO 103F.531., along with Section 84.95 and the WETLAND CONSERVATION ACT of 1991, authorize the Board to acquire conservation easements on eligible lands; AND

WHEREAS the Board 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 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 Two Hundred Forty-five One Hundred Seventy-seven and 07/100 DOLLARS (\$ 245,177.07), do hereby grant, convey and warrant to the Board, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth 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 Chippewa State of Minnesota, to-wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.

The easement covers only that portion of the parcel delineated as the "easement area" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 296.4 acres, of which No acres are not monetarily compensated by the State but are subject to the terms of the easement. The easement area is subject to all prior easements, roadways, and mineral rights of record.

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 AND ASSIGNS SHALL NOT PLACE ANY TOXIC OR HAZARDOUS SUBSTANCES, POLLUTANTS OR CONTAMINANTS IN OR ON THE EASEMENT AREA.

FURTHER THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT THAT THEY:

1. Shall establish and maintain vegetative cover on the easement area, including any necessary replanting thereof, and other conservation practices, including any necessary maintenance or repair of any structures, in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the Board. Any amendments to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the Board.
2. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the conservation easement area that are associated with establishing and managing wetland practices identified in the conservation plan. Water levels will be managed and controlled only by the Board or its agents, which may include the SWCD or Department of Natural Resources.
3. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the Board and all necessary governmental permits.
4. Shall not produce agricultural crops on the easement area, except with the prior written approval authorization of the Board for wildlife or timber stand management purposes.
5. Shall not graze livestock on the easement area.
6. 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.
7. 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.
8. 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 Board.
9. Shall restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.

10. Shall notify the Board 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.
11. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
12. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this easement.
13. Shall allow authorized agents of the Board to enter upon the easement area for the purpose of inspection and enforcement of this easement, together with the right to ingress and egress to the easement area from a public road. Established access routes shall be used whenever practical.
14. Other provisions:

BOOK 117 PAGE 552

FURTHER, This easement shall run with the land and shall be binding upon the Grantors, their heirs, successors and assigns.

FURTHER, this Easement shall be enforceable by the Board 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 A RIM 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 natural vegetation or has not been used in agricultural crop production.

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

Darrell Dean Landmark
Darrell Dean Landmark

Debra Kaye Landmark
Debra Kaye Landmark

Oscar L. Landmark
Oscar L. Landmark

Beulah V. Landmark
Beulah V. Landmark

Alton W. Isaacs
Alton W. Isaacs

Rudell H. Isaacs
Rudell H. Isaacs

ACKNOWLEDGEMENT BY GRANTORS

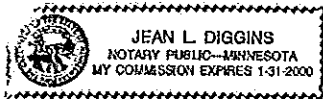
STATE OF Minnesota

COUNTY OF Chippewa

The foregoing instrument was acknowledged before me this 5th day of December 1996.

by Darrell Dean Landmark AKA Darrell Landmark and Debra Kaye Landmark, husband and wife

(Notary Stamp or Seal)



Notary Public Signature Jean Diggins
Commission expires on 1-31-2000

County Recorder Use Only

This instrument was drafted by:
Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

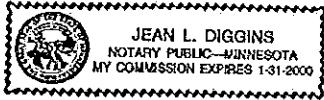
STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT PROGRAM

ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF Minnesota) The attached Board of Water and Soil Resources Conservation
)SS Easement Program document was acknowledged before me
COUNTY OF Chippewa) this 5th day of December, 19 96
by Oscar L. Landmark and Beulah V. Landmark, husband and wife.

(Notary Stamp or Seal)

Notary Signature Jean Diggins
Commission Expires On 1-31-2000

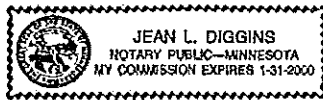


ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF Minnesota) The attached Board of Water and Soil Resources Conservation
)SS Easement Program document was acknowledged before me
COUNTY OF Chippewa) this 5th day of December, 19 96
by Alton W. Isaacs and Rudell H. Isaacs, husband and wife.

(Notary Stamp or Seal)

Notary Signature Jean Diggins
Commission Expires On 1-31-2000



ACKNOWLEDGEMENT FOR INDIVIDUALS

STATE OF _____) The attached Board of Water and Soil Resources Conservation
)SS Easement Program document was acknowledged before me
COUNTY OF _____) this _____ day of _____, 19 _____
by _____

(Notary Stamp or Seal)

Notary Signature _____
Commission Expires On _____

Easement Number 12-04-94-01

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

Government Lot #3 and Government Lot #4 except Sublots #1, #2, #3, and #6,
all in Section 3, T.116 N., R.40 W.;

All that part of the SW1/4 and the S1/2 of the NW1/4 and SW1/4 of the SE1/4
(also referred to as Government Lot 6), lying southwesterly of the Chicago,
Milwaukee, St. Paul & Pacific Railroad Company right-of-way, all in Section
2, T.116 N., R.40 W.;

The south 2/3rds of Sublot #1 and all of Sublots #2, #3, #4, #5, #7, & #8
in County Subdivision of fractional Lot 1, Section 11, T.116 N., R.40 W.

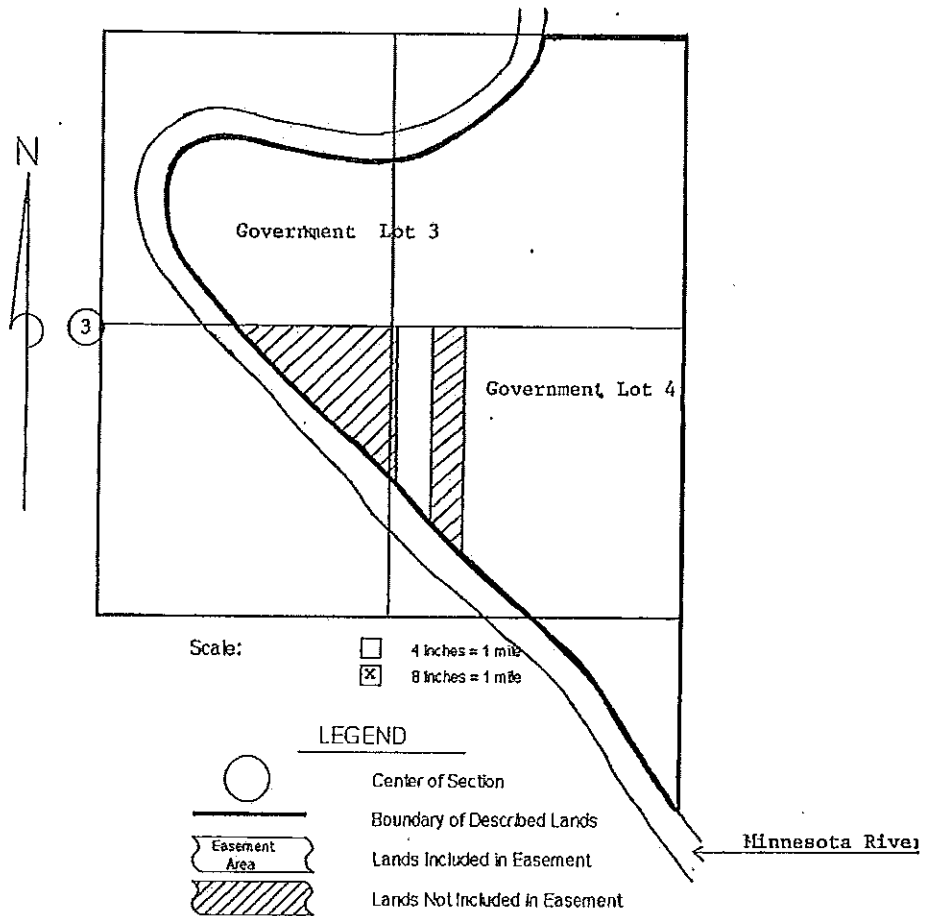
Easement I.D. No: 12-04-94-01

Map 1 of 4

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 3, T. 116 N., R. 40 W., Chippewa County



Prepared By:
Steve Miller

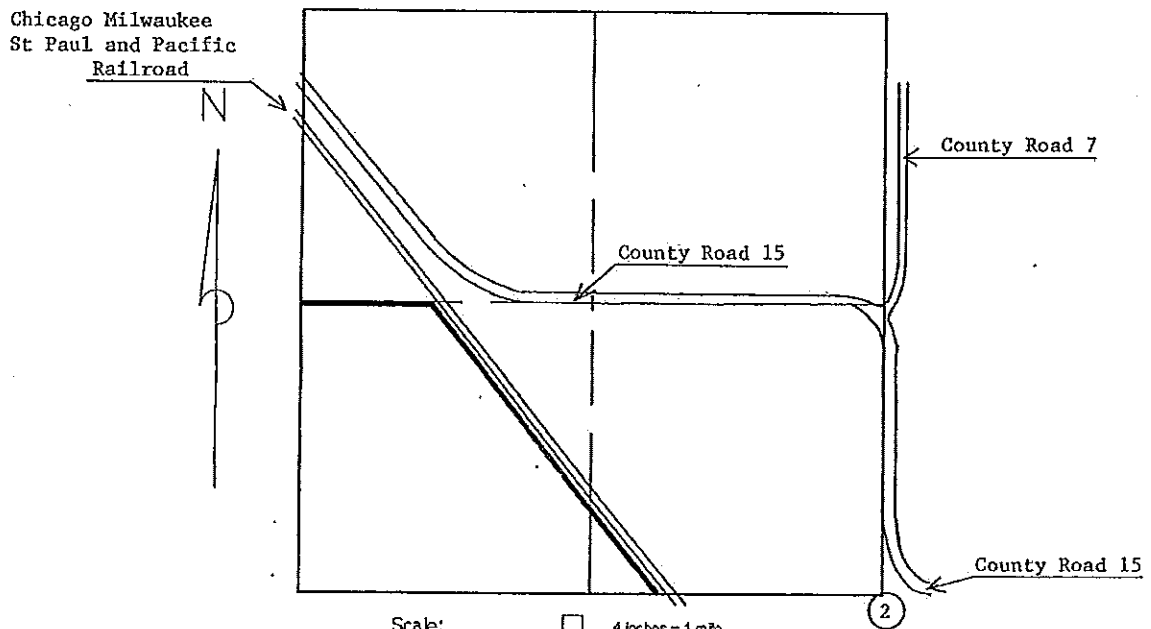
Dated:
December 1, 1995

For County Recorder Use Only:



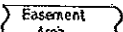


STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 2, T. 116 N., R. 40 W., Chippewa County



Scale: 4 inches = 1 mile
 8 inches = 1 mile

- LEGEND
-  Center of Section
 -  Boundary of Described Lands
 -  Easement Area
 -  Lands Included in Easement
 -  Lands Not Included in Easement

Prepared By:
Steve Miller

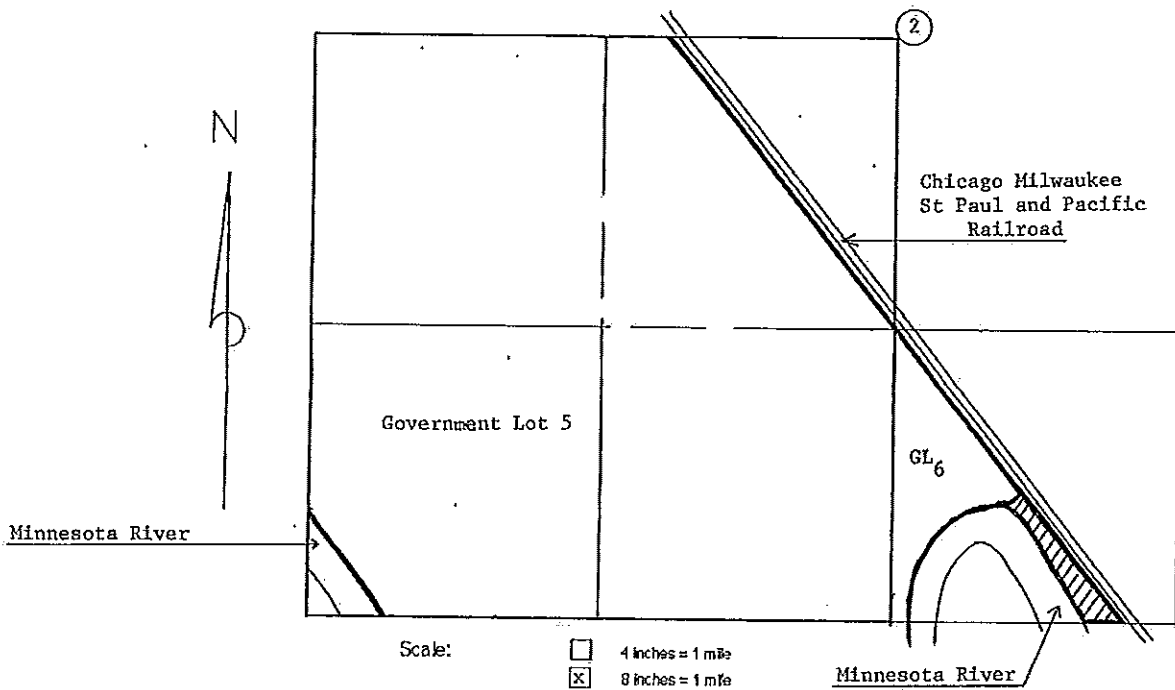
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December 1, 1995

For County Recorder Use Only:



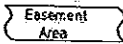


STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 2, T. 116 N., R. 40 W., Chippewa County



LEGEND

-  Center of Section
-  Boundary of Described Lands
-  Easement Area
-  Lands Included in Easement
-  Lands Not Included in Easement

Prepared By:
Steve Miller

Dated:
December 1, 1995

For County Recorder Use Only:

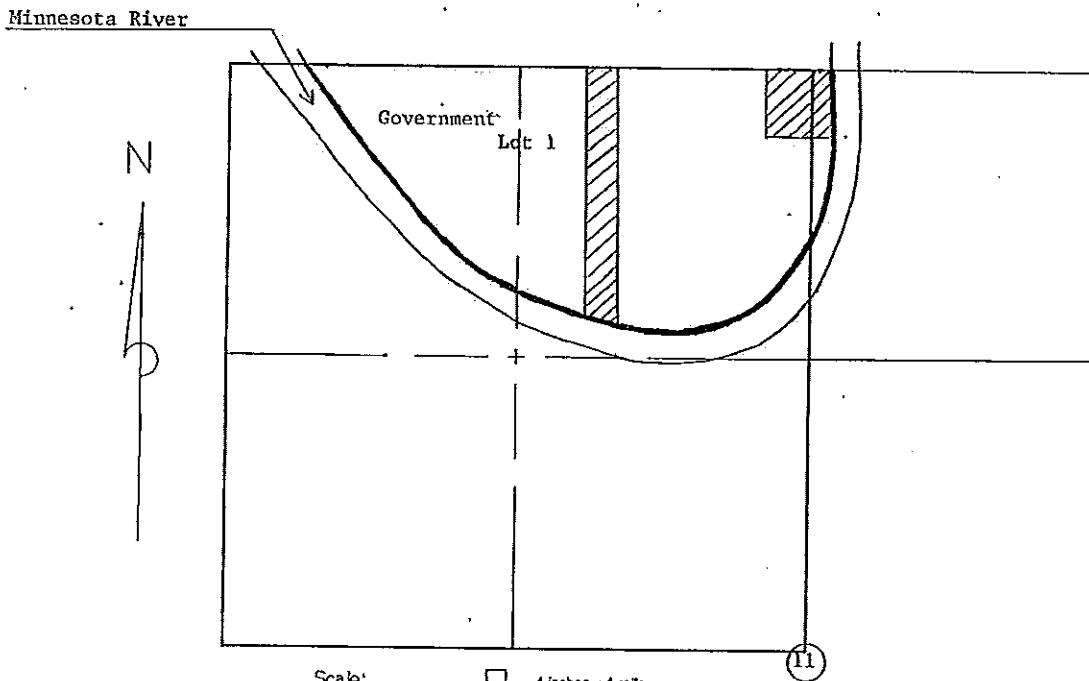
Easement I.D. No: 12-04-94-01

Map 4 of 4



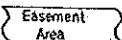

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 11, T. 116 N., R. 40 W., Chippewa County



Scale: 4 inches = 1 mile
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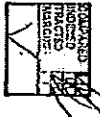
- LEGEND
-  Center of Section
 -  Boundary of Described Lands
 -  Easement Area
 -  Lands Not Included in Easement

Prepared By:
Board of Water and Soil Resources

Dated:
December 1, 1995

For County Recorder Use Only:

232037



OFFICE OF THE CLIPPERVA COUNTY RECORDER
I hereby certify that the within instrument was filed in
this office for record on the 5 day of Dec
A.D. 1996 at 2:20 o'clock P. M.
and was duly recorded in book 117
of M.S.C. Page 551-559
Paul Liebman
COUNTY RECORDER
By _____ DEPUTY

71a Oliver P. Scott & Walter 1992
Onondaga-Toni Dick

117-559

Rick Stermer

From: Warner, Thomas - NRCS-CD, Montevideo, MN <Thomas.Warner@mn.nacdn.net>
Sent: Monday, September 17, 2018 12:49 PM
To: Rick Stermer
Subject: FW: Attached Image
Attachments: 2028_001.pdf

Rick, attached is the recorded RIM easement for the Unger RIM easement below Wegdahl, along the Minnesota River. Please contact me if you have any questions.

Tom

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