

131438

COUNTY RECORDER

County of Traverse, Minnesota

I hereby certify that the within instrument was filed in this Office for record on the 30th day of June A.D. 2003 at 3:15 o'clock P. M. and was duly recorded in book 17 of Misc. page 259

Judy Kallerman  
COUNTY RECORDER  
By DeAnn Leyton Deputy

CREP Easement (12/98)

EASEMENT I.D. # 78-02-00-01

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

This conservation easement, hereinafter referred to as "Easement", is made this 25th day of June, 2003, between David Duffield and Candace Duffield, husband and wife; Clare Duffield and Verna Duffield, 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 Minn. Stat. Sec. 103F.501 et. seq., along with Section 84.95, 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 marginal lands, and/or drained 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 Twenty Thousand Four Hundred Eleven and 20/100 DOLLARS (\$ 20,411.20 ), 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 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 Traverse 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(s), which is attached hereto and incorporated herein. The easement area consists of a total of 53.5 acres, of which 0.0 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 including the 15-year CRP contract dated March 1, 2002.

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 perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the 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 State 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 State and all necessary governmental permits.
4. Shall not produce agricultural crops on the easement area, except as provided in the state approved Conservation Plan 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 without violating this Easement.
5. 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.
6. Shall not graze livestock on the easement area. Interim grazing land use established in accordance with the agreement for Conservation Easement will not be a violation of this Easement.
7. 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.
8. 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.
9. 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.
10. 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.
11. Shall not use any wetlands restored under the RIM Reserve program to mitigate other wetland losses.
12. 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.
13. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
14. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
15. Other provisions: The State expressly recognizes the federal CRP 15-year contract # 821 dated March 1, 2002 encumbering some or all of this RIM easement. To the extent that any inconsistencies exist between the CRP contract and the RIM easement, the later is subordinated to the former and the provisions in the CRP contract shall control over the RIM easement for the duration of the 15-year CRP contract.

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 natural vegetation or 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

See attached Exhibit "B" for additional grantor signatures and acknowledgment

David Duffield  
David Duffield

Candace Duffield  
Candace Duffield

STATE OF MINNESOTA  
COUNTY OF TRAVERSE

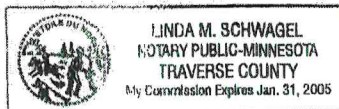
The foregoing instrument was acknowledged before me this  
25 day of JUNE, 2003

by David Duffield and Candace Duffield, husband and wife.  
(Notary Stamp or Seal)

Notary Signature [Signature]

Commission expires on JAN 31, 2005

Instrument 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  
Exhibit "B"

ADDITIONAL GRANTORS

+ Clare Duffield  
Clare Duffield

+ Verna Duffield  
Verna Duffield

STATE OF Minnesota )  
COUNTY OF Traverse ) SS  
by Clare Duffield and Verna Duffield, husband and wife.

The attached Board of Water and Soil Resources Conservation  
Easement Program document was acknowledged before me this  
25<sup>th</sup> Day of June, 20 03

(Notary Stamp or Seal)



Notary Signature Mary E. Hansen  
Commission expires on 1-31-2005

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
by \_\_\_\_\_

The attached Board of Water and Soil Resources Conservation  
Easement Program document was acknowledged before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_  
Commission expires on \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
by \_\_\_\_\_

The attached Board of Water and Soil Resources Conservation  
Easement Program document was acknowledged before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_

(Notary Stamp or Seal)

Notary Signature \_\_\_\_\_  
Commission expires on \_\_\_\_\_

Easement Number 78-02-00-01

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

That part of the north 1720 feet of the SW1/4 of Section 28, T. 125 N., R. 49 W: lying east of the west 120 feet thereof, west of the State Highway #4 right-of-way, shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement, and EXCEPTING the following described tracts:

The railroad right-of-way, if any, and subject to easement acquired by the United State of America as set out in the Notice of Lis Pendens dated May 1, 1941, and recorded in the office of the Register of deeds of Traverse County, Minnesota on May 5, 1941, in book 59 of Mortgages, on Page 343.

That portion of the NW1/4 of SW1/4 of said Section 28 lying west of a line described as follows:

Beginning at a point on the north line of said NW1/4 of the SW1/4, 170.0 feet east of the Northwest corner thereof;  
thence South 15 degrees 58 minutes East 310.0 feet;  
thence South 3 degrees 45 minutes East, 643.4 feet;  
thence South 31 degrees 40 minutes West, 346.6 feet;  
thence South 14 degrees 25 minutes West, 90.3 feet, more or less, to a point on the south line of said NW1/4 of the SW1/4, 120 feet east of the Southwest corner thereof.

AND the following described tract:

Commencing at a point along the east line of said SW1/4, 86 rods south of the Northeast corner of said SW1/4 (said point being the point of beginning);  
thence north along the east line of said SW1/4 a distance of 86 rods to the Northeast corner of said SW1/4;  
thence west along the north line of said SW1/4 a distance of 86 rods;  
thence southeasterly in a straight line to the point of beginning.

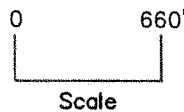
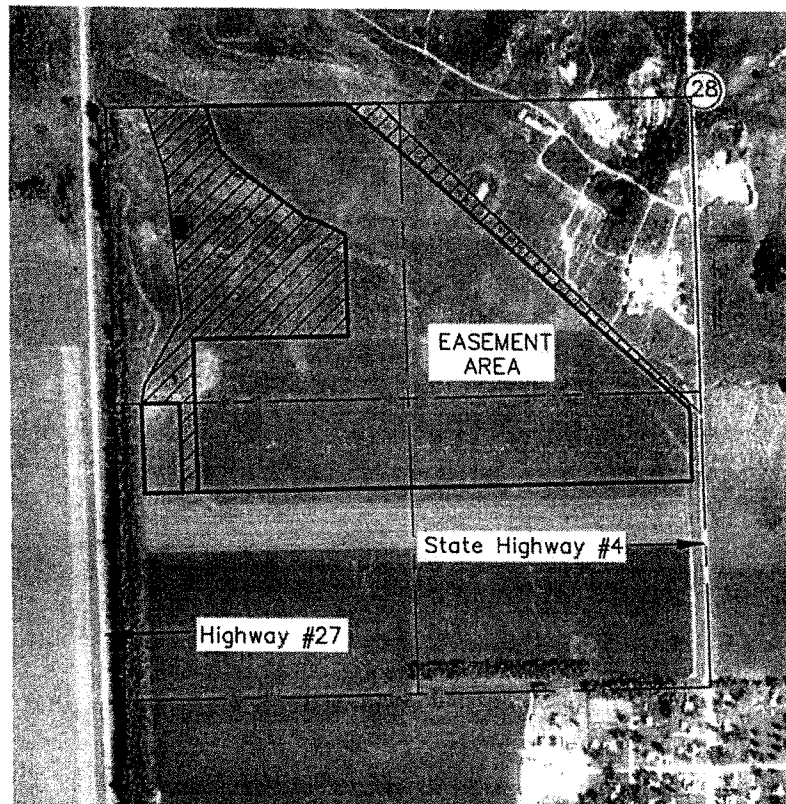
Easement I.D. No: 78-02-00-01

Map 1 of 1

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 easement conveyance.

Section 28 T. 125 N., R. 49 W., Traverse County



Prepared By:

Board of Water and Soil Resources

Dated:

December 11, 2001

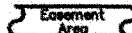
LEGEND



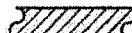
Center of Section



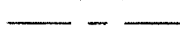
Boundary of Described Lands



Lands Included in Easement



Lands Not Included in Easement



Section/Quarter/Sixteenth Line

