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**TANYA WEST**  
**WRIGHT COUNTY RECORDER**  
WRIGHT COUNTY, MN  
Pages: 8 Fee Amount: \$46.00  
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**PERPETUAL CONSERVATION EASEMENT  
FOR WETLAND BANK**

BWSR Easement No. 86-02-21-05

**Grantor(s):** *DJ Terning Family Limited Partnership*, hereinafter "Grantor(s)".

**Grantee:** State of Minnesota, acting by the Board of Water and Soil Resources, hereinafter "State".

**Location:** Section 4, Township 118 N., Range 28 W., County of Wright

This Perpetual Conservation Easement for Wetland Bank ("Easement") is made this 18 day of January 2023, by and between the undersigned Grantor(s) and the State. The parties agree as follows:

A. This Easement is made pursuant to and in furtherance of the Wetland Conservation Act of 1991, Minn. Stat. §§ 103G.221-.2375 ("WCA"), and the rules implementing the WCA, Minn. R. ch. 8420 ("WCA Rules"), as amended, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

B. This Easement lies over and upon land legally described and identified as "Easement Parcel(s)" in the attached Certificate of Survey, which is incorporated herein by this reference.

C. Such Easement Parcel(s) are the subject of a wetland mitigation plan ("Plan"), prepared in accordance with Minn. R. 8420.0700-.0755. The Plan includes, but is not limited to, all executed forms provided to Grantor(s) by the State, supporting maps, engineering plans and drawings, the monitoring plan, the vegetation establishment plan, the management plan, and the facilities maintenance plan, where applicable. The local government unit ("LGU") charged under the WCA with approving the Plan is Wright SWCD. A complete copy of the Plan is on file with the LGU at the following address: 311 BRIGHTON AVE #C BUFFALO MN 55313..

D. The WCA is administered by the State.

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E. The term "Grantor(s)" includes all fee owners of the Easement Parcel(s). **The Grantor(s), and successor fee owner(s), are jointly and severally responsible for complying with the terms of this Easement, and for payment of costs associated with it.**

F. Banking applicant(s) that are not fee owner(s) of the Easement Parcel(s) are responsible with fee owner(s) for preservation of the banked wetland's functions. Further, they are jointly and severally responsible for success of the banking project according to the approved banking plan and for maintaining the banking project according to the conditions of this Easement. However, non-fee owner applicant(s) are not responsible for maintenance after the monitoring requirements have been completed if they no longer own credits associated with the banked wetland. Where applicable, non-fee owner applicant(s) have acknowledged these responsibilities in a Wetland Banking Plan Applicant (Non-Fee Owner) Acknowledgment form attached hereto and incorporated herein by this reference.

G. This Easement and the duties and restrictions contained herein shall run with the land.

H. This Easement pertains to both wetlands and uplands within the Easement Parcel(s).

I. Pursuant to Minn. Stat. § 103G.222, subd. 1(h), once wetlands are restored or created as a result of an approved replacement plan, the Easement Parcel(s) are no longer eligible for the exemptions set forth in Minn. Stat. § 103G.224.

J. All references in this Easement to Minnesota Statutes and to Minnesota Rules are to the statutes and rules currently in effect, and as amended or renumbered in the future.

K. The purpose of this Easement is to maintain and improve the ecological values of the Easement Parcel(s) through the means identified in the Plan, and to preserve the Easement Parcel(s) in a natural condition in perpetuity.

IN ADDITION, THE GRANTOR(S), FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT THAT THEY:

1. Shall maintain wetlands and upland buffers within the Easement Parcel(s), as specified in the Plan approved by the LGU and on file at its offices. Wetland and upland buffer areas shall generally be the size and type specified in the Plan or as approved by the LGU or any federal agency with jurisdiction over the Easement Parcel(s), based on information obtained through monitoring or site inspections after completion of the activities specified in the Plan. Grantor(s) shall not make any use of the Easement Parcel(s) that would adversely affect any of the functions or values of the area. Those functions and values are identified in Minn. R. 8420.0522, subp. 1 and the Plan.

2. Shall pay the costs of maintenance, repairs, and reconstruction of wetlands and upland buffers within the Easement Parcel(s), which the LGU or State may deem necessary to comply with the specifications for Easement Parcel(s) in the Plan. The Grantor's obligations under this paragraph include the payment of any lawful taxes or assessments on the Easement Parcel(s).

3. Shall maintain visible monuments such as signs, numbered fence posts or survey posts at prominent locations along the boundary of the Easement Parcel(s) in accordance with the approved Plan. If numbered fence posts are used, the Plan must contain a survey or scaled drawing of the property corresponding to fence post numbering. Posts must be at least four (4) feet high and notably visible on the landscape. If signs are used, such signs must have a surface area of at least one quarter (¼) square feet, be mounted on a fence post at least four (4) feet above ground, and display the phrase: "Conservation Easement Boundary -- Land Protected by Minnesota Board of Water and Soil Resources Wetland Bank Easement -- Landowner Permission Required to Access." Such posts and signs must be made of non-degradable material.

4. Shall allow repairs and inspections necessary to maintain existing drainage systems or public utilities within the Easement Parcel(s). Repairs and inspections for existing drainage systems are subject to Minnesota Statutes chapter 103E, local rules and ordinances, and/or any applicable legal agreements. The location of the drainage system(s) and public utilities must be shown on figures or design sheets included in the Plan or provided to the LGU and State prior to the maintenance work. Grantor(s) shall be responsible for restoration of the Easement Parcel(s) to the restored condition(s) described in the Plan or to the condition(s) present immediately prior to the maintenance work as soon as site conditions allow after the maintenance activities are completed.

5. Grants to the LGU and State, and their agents and employees, a perpetual right to access the Easement Parcel(s), and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. Ingress and egress routes shall be over and across areas specified on the attached Certificate of Survey, or, if not specified therein, the most reasonably direct and convenient route between Easement Parcel(s) and a public road. If the Easement Parcel(s) have been used to mitigate wetland losses under the Federal Water Pollution Control Act ("FWPCA"), the U.S. Army Corps of Engineers ("USACE"), and its agents, employees and successors, are also granted a perpetual right to access, and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. If the Easement Parcel(s) have been used to satisfy wetland conservation compliance responsibilities for agricultural producers under federal farm programs, the Natural Resources Conservation Service ("NRCS"), and its agents, employees and successors, are also granted a perpetual right to access, and an ingress and egress route over and across the Easement Parcel(s) for inspection, monitoring and enforcement purposes. This Easement does not grant the general public access or entry to the Easement Parcel(s).

6. Acknowledge that this Easement shall be unlimited in duration, without being re-recorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. ch. 84C.

7. Acknowledge that unless expressly authorized in writing by the LGU, and by federal agencies that have approved the Plan as a means of providing wetland mitigation, Grantor(s):

- (a) Shall not produce agricultural crops on the Easement Parcel(s), except that this provision does not restrict the harvest of seeds of native vegetation if only the seed-head is removed in the process of harvest and does not involve the use of vehicular, motorized equipment;
- (b) Shall not cut hay, mow vegetation, or cut timber on the Easement Parcel(s) except as allowed or prescribed in the Plan;
- (c) Shall not make any vegetative alterations on the Easement Parcel(s) that do not enhance or would degrade the ecological functions and values of Easement Parcel(s). Vegetative alterations shall be limited to those listed in the approved Plan;

- (d) Shall not graze livestock on the Easement Parcel(s);
- (e) Shall not place any materials, substances or other objects on the Easement Parcel(s), or erect or construct any type of structure, whether temporary or permanent, on the Easement Parcel(s);
- (f) Shall not allow vehicular traffic on the Easement Parcel(s) except for the purpose of implementing construction or maintenance activities specifically authorized in the Plan;
- (g) Shall not alter the topography of the Easement Parcel(s) by any means including plowing, dredging, filling, mining or drilling; and
- (h) Shall not modify the hydrology of the Easement Parcel(s) in any way or by any means, including pumping, draining, ditching, diking, impounding or diverting surface or ground water into or out of the Easement Parcel(s).

8. Acknowledge that Grantor(s) are responsible, at their cost, for weed control on the Easement Parcel(s) by complying with noxious weed control laws, and for emergency control of pests necessary to protect the public health.

9. Acknowledge that this Easement may be modified only by the joint written approval of the LGU and State. If the Easement Parcel(s) have been used to mitigate wetland losses under FWPCA, the USACE must also agree to the modification in writing and must be provided with at least 60 days' advance notice before any action is taken to void or modify this Easement, including the transfer of title to, or the establishment of any other legal claims over, the Easement Parcel(s). If the Easement Parcel(s) have been used to satisfy conservation compliance responsibilities for agricultural producers under federal farm programs, the NRCS must also agree to modification of this Easement in writing.

10. Acknowledge that this Easement may be enforced, at law or in equity, by the LGU or State. The LGU and State shall be entitled to recover an award of reasonable attorney's fees from Grantor(s) in any action to enforce this Easement. The right to enforce the terms of this Easement is not waived or forfeited by any forbearance or failure to act on the part of the LGU or State. If the Easement Parcel(s) are to be used partially or wholly to fulfill permit requirements under the FWPCA or federal farm programs, then the provisions of this Easement running to the LGU or State may also be enforced by the federal government in a court of competent jurisdiction.

11. Shall notify the State in writing of the names and addresses of new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.

12. 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 Parcel(s), 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.

SIGNATURE OF GRANTOR(S)

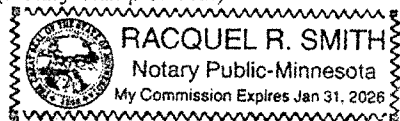
DJ Terning Family Limited Partnership

Dean R. Terning  
Dean R. Terning, General Partner

STATE OF Minnesota )  
 )ss.  
COUNTY OF Wright )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 2022 by Dean R. Terning, General Partner of DJ Terning Family Limited Partnership, a Limited Partnership under the laws of Minnesota, on behalf of the Partnership.

(Notary Stamp or Seal)



Notary Signature Racquel Smith  
Commission expires on 12-31-2022

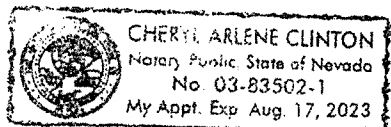
DJ Terning Family Limited Partnership

Dennis L. Terning  
Dennis L. Terning, General Partner

STATE OF Nevada )  
 )ss.  
COUNTY OF Clark )

The foregoing instrument was acknowledged before me this 29 day of December, 2022, by Dennis L. Terning, General Partner of DJ Terning Family Limited Partnership, a Limited Partnership under the laws of Minnesota, on behalf of the Partnership.

(Notary Stamp or Seal)



Notary Signature Cheryl Arlene Clinton  
Commission expires on Aug 18, 2023  
Notary Public

ACCEPTANCE

The State accepts the foregoing Easement.

MINNESOTA BOARD OF WATER AND SOIL RESOURCES:

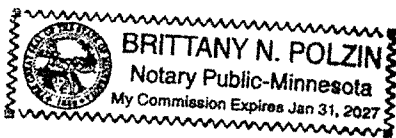
By: David W. [Signature]  
Its: Assistant Director

ACKNOWLEDGEMENT:

STATE OF Minnesota  
COUNTY OF Ramsey

This instrument was acknowledged before me this 18 day of January, 2023,  
by David Weirens, Assistant Director for Programs and Policy of the Board of Water and Soil  
Resources, State of Minnesota.

Notary Stamp or Seal



[Signature]  
Notary Public

This instrument was drafted by the Board of Water and Soil Resources  
520 Lafayette Road, St. Paul, MN 55155

# CERTIFICATE OF SURVEY LEGAL DESCRIPTION

EASEMENT NO.: 86-02-21-05

## EASEMENT PARCEL A:

That part of the West Half of the Southwest Quarter of Section 4, Township 118, Range 28, Wright County, Minnesota, described as follows:

Commencing at the northeast corner of said West Half of the Southwest Quarter; thence on an assumed bearing of South 01 degrees 03 minutes 33 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 60.24 feet to the point of beginning; thence continue South 01 degrees 03 minutes 33 seconds West, along the east line of said West Half of the Southwest Quarter, a distance of 533.76 feet; thence North 89 degrees 05 minutes 01 seconds West, a distance of 726.00 feet; thence North 01 degrees 03 minutes 33 seconds East, a distance of 544.27 feet; thence South 88 degrees 15 minutes 17 seconds East, a distance of 726.05 feet to said east line of the West Half of the Southwest Quarter and to the point of beginning, and as shown as the "EASEMENT PARCEL A" on the survey map attached hereto and made a part of.

## EASEMENT PARCEL B:

That part of the East half of the Southwest Quarter of said Section 4, described as follows:

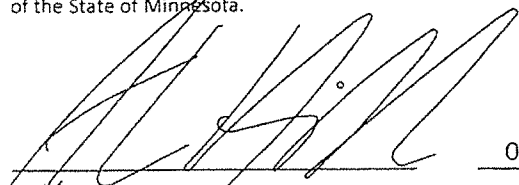
Commencing at the northwest corner of said East Half of the Southwest Quarter; thence on an assumed bearing of South 01 degrees 03 minutes 33 seconds West, along the west line of said East Half of the Southwest Quarter, a distance of 60.24 feet to the point of beginning; thence North 17 degrees 51 minutes 46 seconds East, a distance of 62.97 feet, to the north line of said Southwest Quarter; thence South 89 degrees 05 minutes 01 seconds East, along said north line, a distance of 1301.48 feet, to the northeast corner of said Southwest Quarter; thence South 01 degrees 00 minutes 49 seconds West, along the east line of said Southwest Quarter, a distance of 1339.77 feet, to the southeast corner of the Northeast Quarter of the Southwest Quarter; thence North 88 degrees 37 minutes 54 seconds West, along the south line of said Northeast Quarter of the Southwest Quarter, a distance of 660.38 feet, to the northeast corner of the West Half of the Southeast Quarter of the Southwest Quarter; thence South 01 degrees 02 minutes 11 seconds West, along the east line of said West Half of the Southeast Quarter of the Southwest Quarter, a distance of 1302.07 feet, to the northerly right of way line of 70<sup>th</sup> Street; thence North 88 degrees 00 minutes 42 seconds West, along said northerly right of way line, a distance of 660.98 feet, to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 03 minutes 33 seconds East, along said west line, a distance of 2564.02 feet, to the point of beginning, and as shown as the "EASEMENT PARCEL B" on the survey map attached hereto and made a part of.

## SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.
2. Bearings shown on this survey are based on the North line of the Southwest Quarter of Section 4, having a bearing of South 89 degrees 05 minutes 01 seconds East.
3. Field survey was completed January 18, 2021.
4. Distances are in feet.

## SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



09-21-2022

Andrew Hill

Date

License Number 57632

Email: Andrew.Hill@bolton-menk.com

Phone: (763) 433-2851 ext. 3104

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SHEET 1 OF 2

CERTIFICATE OF SURVEY  
STOCKHOLM TOWNSHIP, WRIGHT COUNTY, MINNESOTA

THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 118,  
RANGE 28, WRIGHT COUNTY, MINNESOTA



7533 SUNWOOD DR NW, SUITE 206  
RAMSEY, MINNESOTA 55303  
(763) 433-2851

PROPERTY OWNER: DJ TERNING FAMILY LP

JOB NUMBER: OR1.123294

FIELD BOOK:

DRAWN BY: FRD

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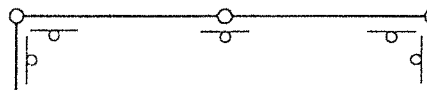
# CERTIFICATE OF SURVEY

EASEMENT NO.: 86-02-21-05  
0 400

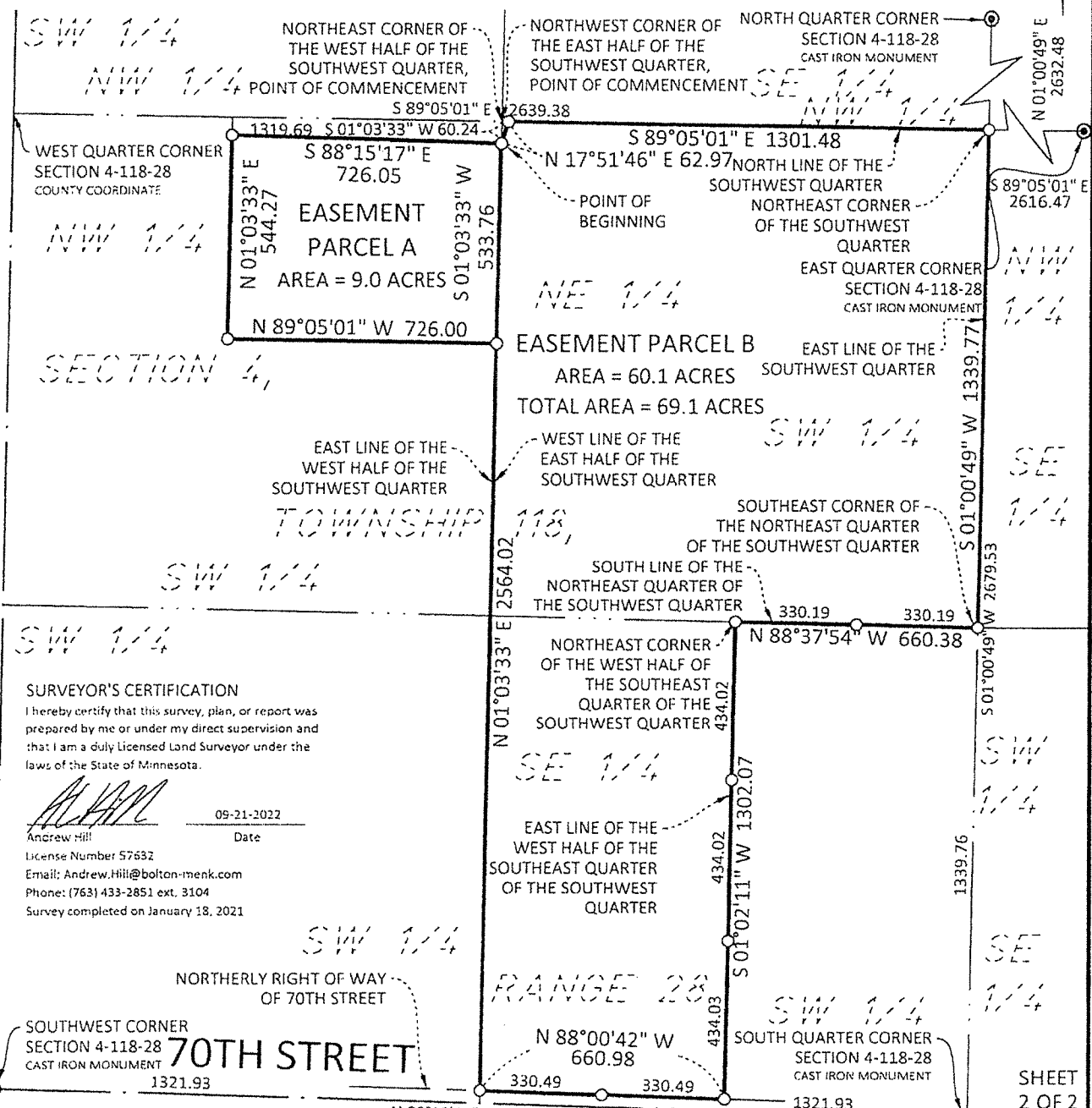
## LEGEND

- 3/4" O.D. X 24" IRON PIPE MONUMENT TO BE SET AFTER CONSTRUCTION AND MARKED BY LIC. NO. 57632
- ⊙ CAST IRON MONUMENT FOUND

EASEMENT SIGNS SET AT ALL MONUMENTS AND SHOWN THUS:



SCALE IN FEET




**SURVEYOR'S CERTIFICATION**  
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Andrew Hill* 09-21-2022  
Date  
Andrew Hill  
License Number 57632  
Email: Andrew.Hill@bolton-menk.com  
Phone: (763) 433-2851 ext. 3104  
Survey completed on January 18, 2021

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**CERTIFICATE OF SURVEY**  
STOCKHOLM TOWNSHIP, WRIGHT COUNTY, MINNESOTA



**BOLTON & MENK**  
7533 SUNWOOD DR NW, SUITE 206  
RAMSEY, MINNESOTA 55303  
(763) 433-2851

THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 118, RANGE 28, WRIGHT COUNTY, MINNESOTA

PROPERTY OWNER: DJ TERNING FAMILY LP

R28-T118-504-31.32.34