

277937

BOOK 088 PAGE 458

## MISCELLANEOUS RECORD

STATE OF MINNESOTA }  
COUNTY OF MARSHALL }I hereby certify that the within instrument,  
was filed in this office for record on the 20<sup>th</sup>  
day of August A.D. 1999 at 10:00of which 11 and was duly recorded in Book  
88 at Page 458-461Marion C. Halverson  
County RecorderE. J. Halverson  
DeputyAtt: Rocco Allet Co.  
Rochester, MnRECORDED /  
INDEXED /  
TRACTED /

RIM/WRP Easement (03/98)

EASEMENT I.D. # 45-06-97-02PERPETUAL RIM CONSERVATION EASEMENT  
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES

This conservation easement, hereinafter referred to as "Easement", is made this 17<sup>th</sup> day of August 1999,  
between Carl Roger Van Horn and Linda A. Van Horn, 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., along with Section 84.95 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 marginal lands, and/or drained or existing wetlands and/or cropland adjacent to these lands, and desire to convey such lands as a perpetual PWP conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of \_\_\_\_\_  
Ten Thousand Nine Hundred Eighteen and 31/100 DOLLARS  
(\$ 10,918.31), 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 Marshall 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 118.4 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 30-year WRP easement granted to the U. S. dated August 17, 1999 and recorded as document # 277936 in Book 88 of Misc. Page 449-457 on August 20, 1999.

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 until the end of the current growing season of the year this Easement is recorded, 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 and terminated within 60 days of the recording date of this 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 or PWP programs 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 WRP 30-year conservation easement, dated August 17, 1999 and recorded as document number 277936 in Book 88 of Misc. Page 449-457 on August 20, 1999 encumbering some or all of this RIM easement. To the extent that any inconsistencies exist between the WRP and the RIM easements, the later is subordinated to the former and the provisions in the WRP easement shall control over the RIM easement for the duration of the 30-year WRP easement.

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

Carl Roger Van Horn  
Carl Roger Van Horn

Linda A. Van Horn  
Linda A. Van Horn

STATE OF Minnesota  
COUNTY OF Ramsey

The foregoing instrument was acknowledged before me this  
17th day of August, 1999

by Carl Roger Van Horn and Linda A. Van Horn, husband and wife  
(Notary Stamp or Seal)



Notary Signature Phyllis Ose  
Commission expires on 1/31/2000

Instrument Drafted By: Board of Water and Soil Resources  
One West Water Street, Suite 200  
St. Paul, Minnesota 55107

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Easement Number 45-06-97-02

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

That part of the SE1/4 of Section 32, T.155 N., R.44 W. lying north of the Soo Line Railroad right-of-way, east of the Township Road right-of-way, west of the Township Road right-of-way and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

WR-01012-03 (12/93)

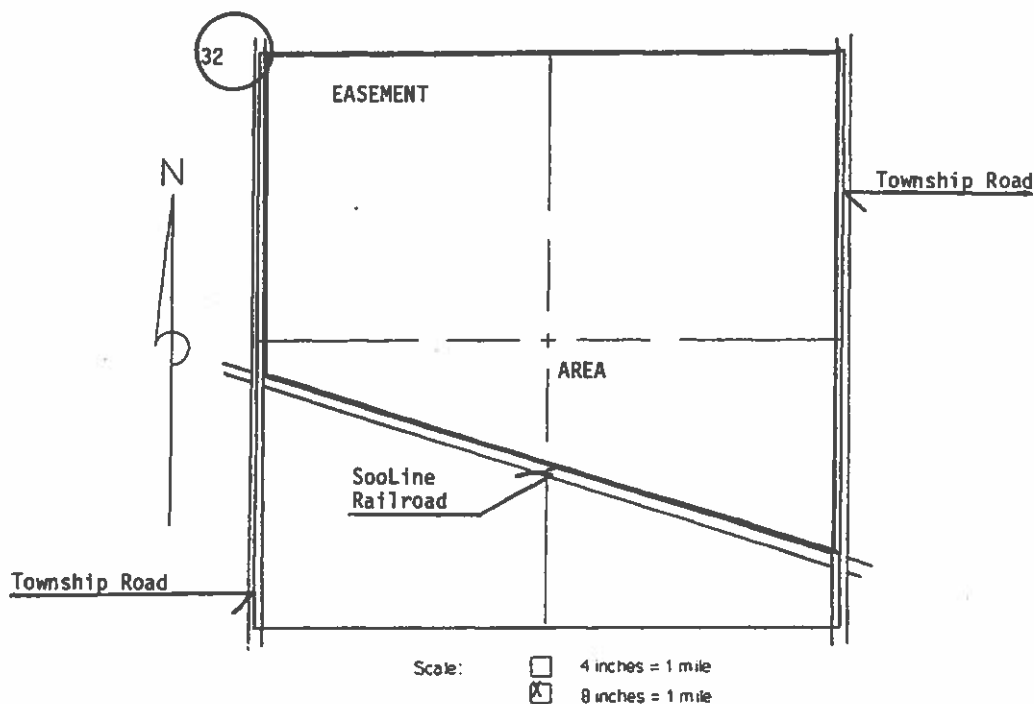
Easement I.D. No: 45-06-97-02

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 conservation easement conveyance.

Section 32, T. 155 N., R. 44 W., Marshall County



## LEGEND

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

For County Recorder Use Only:

Prepared By:

Board of Water and Soil Resources

Dated:

August 31, 1998

277936

MISCELLANEOUS RECORD

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RECORDED ☒  
 INDEXED ☒  
 TRACTED ☒

STATE OF MINNESOTA } ss  
 COUNTY OF MARSHALL }  
 I hereby certify that the within instrument  
 was filed in this office for record on the 20<sup>th</sup>  
 day of August A.D. 1999, at 10:00  
 o'clock A.M. and was duly recorded in Book  
 88, page 449-457  
 Marion C. Halverson  
 County Recorder  
 By *[Signature]* Deputy  
 \$19.50 pd  
 At: Roseau also to  
 Roseau, Minn.

U.S. DEPARTMENT OF AGRICULTURE NRCS-LTP-1255 (30 years)  
 COMMODITY CREDIT CORPORATION 10-96  
 OMB No. 0578-0013

THIRTY YEAR

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM  
 AGREEMENT NO. 66-6322-8-8868

THIS WARRANTY EASEMENT DEED is made by and between CARL ROGER VAN HORN and LINDA A. VAN HORN, husband and wife as joint tenants, of [redacted] (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring entity is the Commodity Credit Corporation (CCC) of the Department of Agriculture. A cooperating Federal agency is the Fish and Wildlife Service of the Department of the Interior.

Witnesseth

**Purposes and Intent.** The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

EXEMPT FROM STATE DEED TAX  
 (L. 1971, C. 835; MINN. STAT.  
 ANNO. SECTION 287.22).

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **Twenty-two Thousand Two Hundred and 00/100 DOLLARS (\$22,200.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for 30 years, all rights, title and interest in **118.4 acres** of land, more or less, in **Marshall County, Minnesota**, which lands comprise the easement area described in Part I together with appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land for 30 years and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT TO the rights of Wikstrom Telephone Company, Incorporated, by virtue of its telephone line right of way easement dated September 2, 1975, recorded March 11, 1976 in Book 47 of Miscellaneous, page 217.

\* PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A, depicted in EXHIBIT A-1 which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

## MISCELLANEOUS RECORD

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and,
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

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A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter onto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, delineate the boundary, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to CCC in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:



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1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII. Special Provisions (if any): None

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns for 30 years. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

## MISCELLANEOUS RECORD

Dated this 17th day of August, 1999.

Landowners:

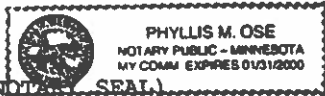
Carl Roger Van Horn  
 Carl Roger Van Horn

Linda A. Van Horn  
 Linda A. Van Horn

## Acknowledgment

STATE OF MINNESOTA )  
 ) ss  
 COUNTY OF LeMay )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 17th day of August, 1999, by Carl Roger and Linda A. Van Horn, husband and wife.



Phyllis Ose  
 Notary Public

My Commission Expires:

This instrument was drafted by the Office of the General Counsel,  
 U.S. Department of Agriculture, Washington, D.C. 20250-1400.

## OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office (IRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 9578-0013), Washington, DC. 20503.

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CARL ROGER VAN HORN EASEMENT DESCRIPTION

A conservation easement in, over and upon a parcel of land situated in the SE1/4 of Section 32, Township 155 North, Range 44 West, Marshall County, Minnesota, described as follows:

That part of the SE1/4 of Section 32 lying Northerly of the right-of-way of the Soo Line Railroad Company EXCLUDING road right-of-ways.

Said conservation easement contains 118.4 acres, more or less.

END OF DESCRIPTION

EXHIBIT A

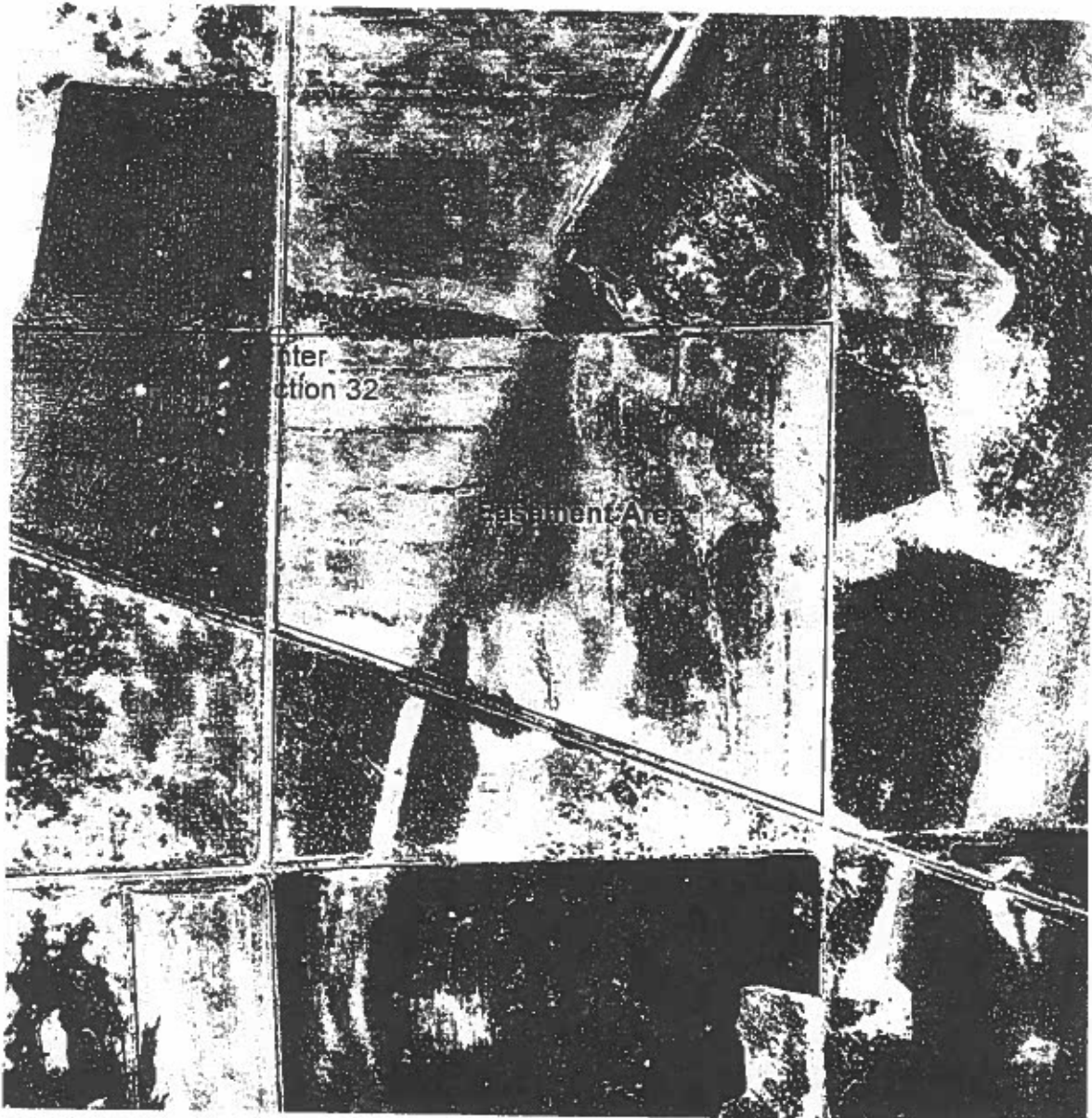
MISCELLANEOUS RECORD

Carl Roger Van Horn Easement  
Marshall County, Minnesota

Part of SE1/4 Section 32 T155N R44W

Administered by USDA Natural Resources Conservation Service (NRCS)  
Approximately 118.4 acres

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660 0 660 Feet

**EXHIBIT A-1**

This drawing was prepared for the administrative use of USDA-NRCS,  
an agency of the U.S. Government, for use in administering WRP.  
THIS IS NOT A SURVEY PLAT AND NOT INTENDED FOR USE AS A SURVEY PLAT.

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CARL ROGER VAN HORN ACCESS DESCRIPTION

Access to the conservation easement described in Exhibit A will be from the road right-of-way utilizing the following: the 50 feet northerly of the southeast corner of the easement, or the 50 feet northerly of the southwest corner of the easement, or the 50 feet southerly of the northeast corner of the easement.

5/9/99

EXHIBIT B