

EASEMENT AGREEMENT  
BUFFALO-RED RIVER WATERSHED DISTRICT  
PROJECT NO. 31 - DEERHORN CREEK BASIN FLOOD CONTROL PROJECT

THIS AGREEMENT, Made this 23<sup>rd</sup> day of August, 2000, by and between  
Randy L. Cook, Trustee of the Kenneth C. Cook and Janice M. Cook Irrevocable Asset Protection Trust, hereinafter referred to as Grantors, and BUFFALO-RED RIVER WATERSHED DISTRICT (BRRWD), hereinafter referred to as Grantee,

IN CONSIDERATION of the payment by the Grantee to the Grantors of (\$29,620.00) Twenty-nine thousand six hundred twenty and 00/100-----Dollars for a right-of-way easement. An initial partial payment representing 50% of the purchase price will be paid upon execution of this agreement, the balance of the purchase price for the right-of-way easement shall be calculated and paid upon completion of the project, based on actual acres used for construction of the project as shown on attached Exhibits A, B, and C, or as amended following completion of the project. The Grantors do hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with respect to the lands of the Grantors shown on the attached exhibits:

1. For the purpose of maintaining a floodway with no levee construction, which shall include the area shown on the attached map, said area contains 0 acres, more or less. This area will be planted and maintained in permanent grass, and Grantor shall have the right to use the area for pasture or hayland.
2. For the purpose of constructing the flood control levees and internal drainage swale, including borrow excavation sites, a temporary easement to be used only during actual construction, and shall include the area as shown on the attached map, said area contains 15.2 acres, more or less. Upon completion of the project, said area will revert back to its former use.
3. For the purpose of maintaining a floodway between the levees, and an area for actual placement of the levee and internal drainage swale, including channel excavation where shown on the project plans, including the area as shown on the attached map, said area contains 44.3 acres, more or less. Said area, levees and drainage swale will no longer be available for crop production.

4. For the purpose of constructing and maintaining road improvements necessary for the development of said levee project, which shall include the area shown on the attached map, said area contains   0   acres, more or less. This area will remain with the project/township as permanent road right-of-way.
5. Upon completion of construction, if the acreage required for development of the project has changed, new amended Exhibits A, B, and C shall be filed to reflect the changes.

The Permanent Easement for levee construction and maintenance shall be in the area as shown on the attached map and shall include borrow areas for the excavation of fill for the proposed construction.

The permanent right-of-way areas between the levees and related construction, and/or in the designated floodway, shall be maintained by the Grantee and shall not be cultivated, or utilized for any purpose detrimental to the purposes intended by the Grantee. Except, Grantor shall have the right to use the area between the levees for pasture or hayland.

No changes in the topography of the easement area may be made without the consent of the Grantee.

ALL RISKS FROM FLOODING BETWEEN THE LEVEES OR IN THE DESIGNATED FLOODWAY SHALL BE BORNE BY THE GRANTORS AND THE GRANTEE SHALL NOT BE RESPONSIBLE FOR SAME.

For the purpose of maintaining the levee system or floodway referred to herein, Grantee shall have the right of ingress and egress over the aforementioned land of the Grantors. Provided, however, that the Grantee shall be liable to the Grantors for any damage to crops in any area other than the levee sites of the permanent right-of-way easement.

Grantors hereby warrant that they have title to the aforementioned premises and have the right to convey the same.

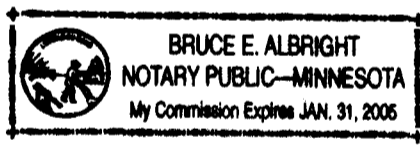
In the event the Grantor changes the topography of the land subject to the easement without the consent of the Grantee or otherwise violates the terms of this easement, the Grantor shall be liable to Grantee for any costs, including attorney's fees and engineering fees incurred by the Grantee in obtaining the restoration of the real estate to its previous condition.

IN TESTIMONY WHEREOF, The Grantors herein have hereunto set their hands this  
23 day of Aug, 2000.

Randy L Cook  
Grantor

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF WILKIN    )

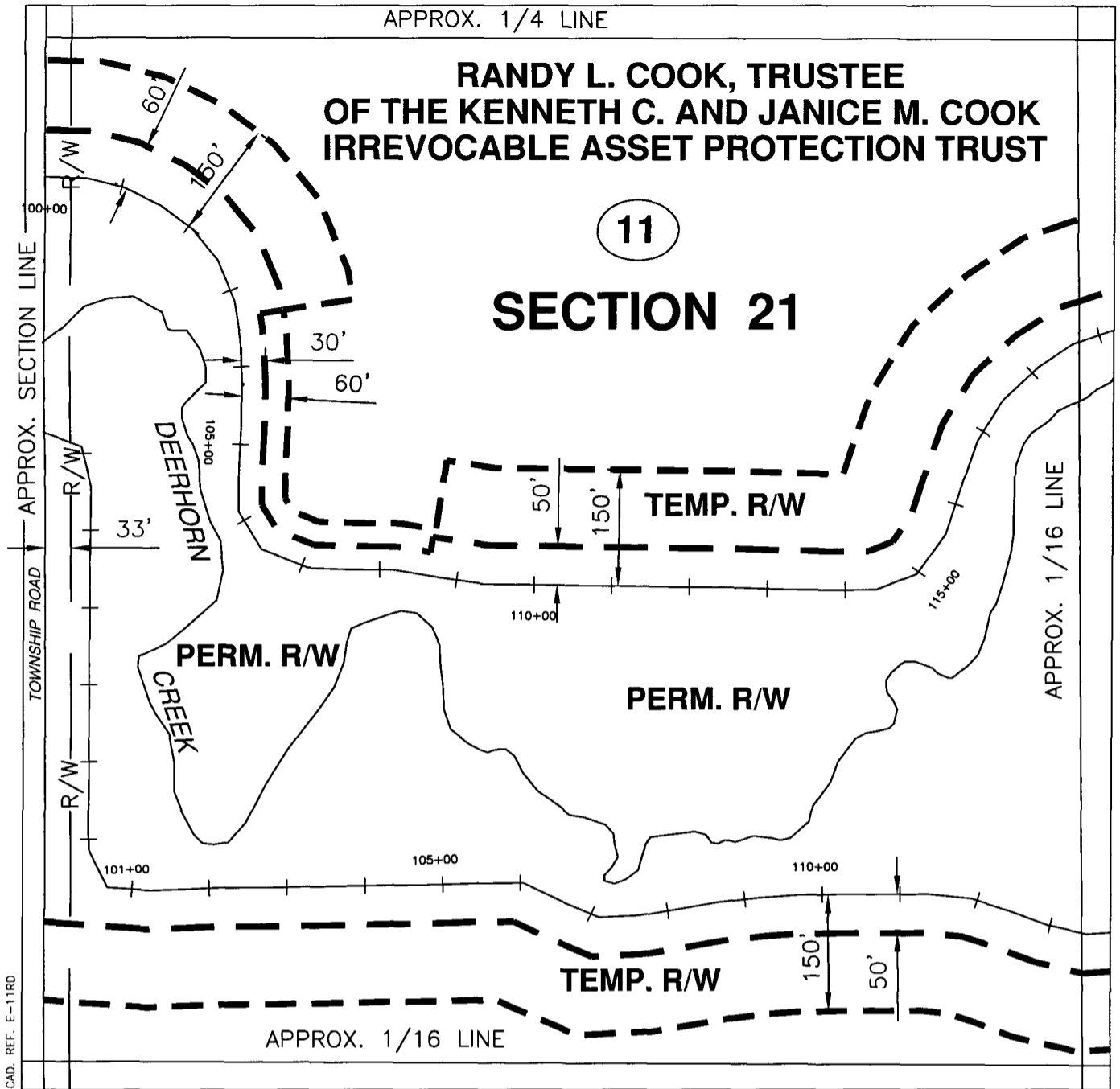
On this 23<sup>rd</sup> day of August, 2000, before me, a Notary Public within  
and for said County and State, personally appeared Randy L. Cook, ~~and~~  
Trustee of the Kenneth G. Cook and Janice M. Cook  
Irrevocable Asset Protection Trust, to me known to be the person(s) described in an who  
executed the forgoing instrument and acknowledged that they executed the same as their free act  
and deed.



Bruce E. Albright  
Notary Public  
My Commission Expires: 1/31/05

THIS DOCUMENT WAS DRAFTED BY:

Bruce E. Albright, Administrator  
Buffalo-Red River Watershed District  
123 Front Street South  
Barnesville, MN 56514  
218-354-7710

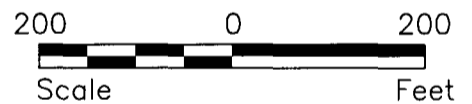


**EXHIBIT A**

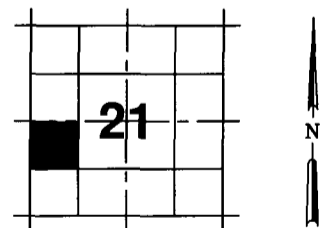
**RANDY L. COOK, TRUSTEE OF THE KENNETH C. AND JANICE M. COOK  
IRREVOCABLE ASSET PROTECTION TRUST**

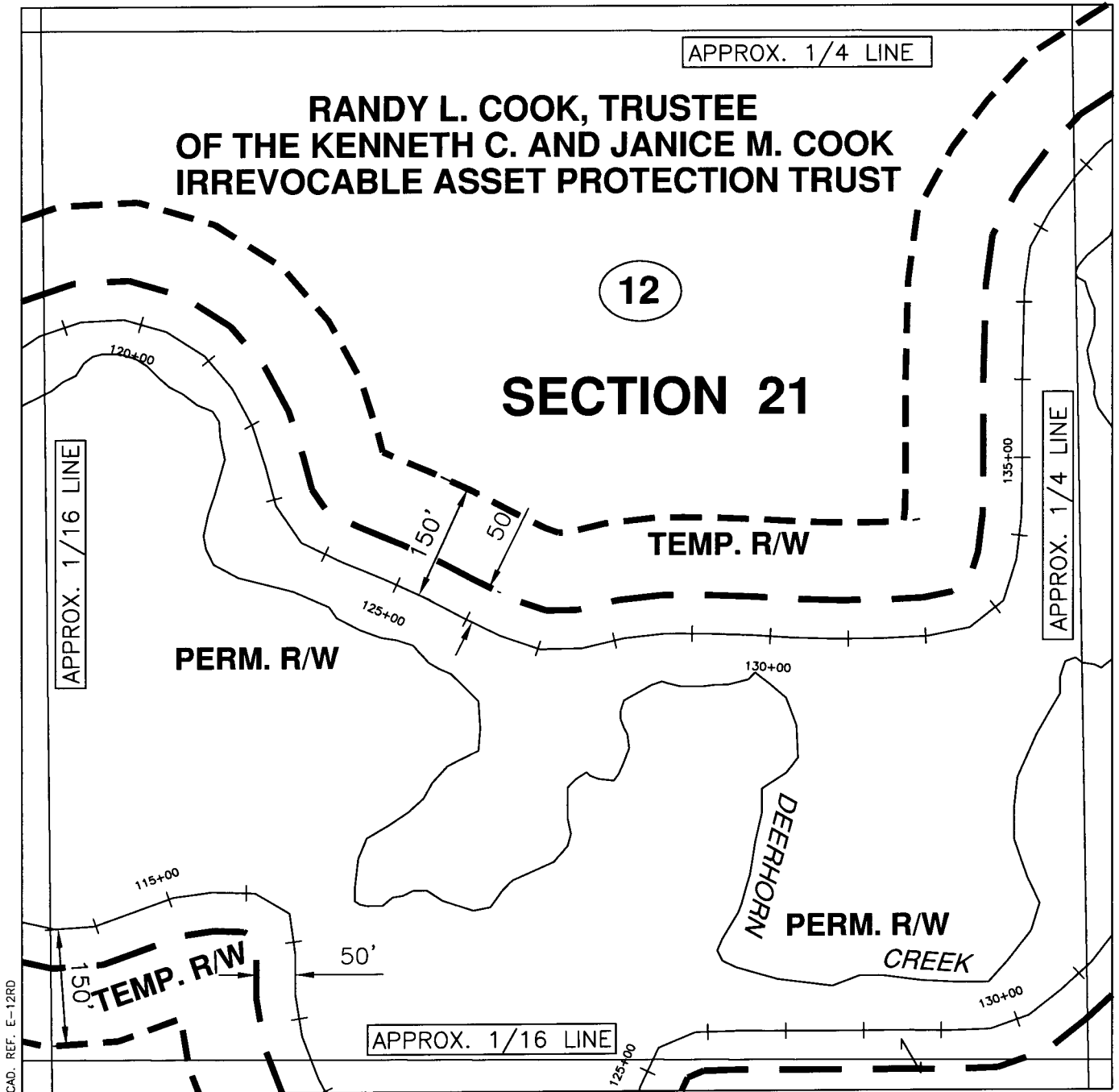
NW1/4, SW1/4,  
SEC. 21, T136N, R46W  
COUNTY OF WILKIN  
STATE OF MINNESOTA

TOTAL PERMANENT R/W AREA	=	19.8 AC.
TILLABLE AREA	=	11.0 AC.
UNTILLABLE AREA	=	8.8 AC.
TEMPORARY R/W AREA	=	6.7 AC.
APPROXIMATE AREA BELOW LEVEL PREVIOUSLY IN CRP	=	2.9 AC.



- ⊕ LEVEL
- PERMANENT R/W LIMIT
- - - TEMPORARY R/W LIMIT



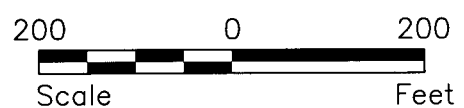


**EXHIBIT B**

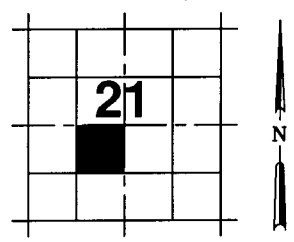
**RANDY L. COOK, TRUSTEE OF THE KENNETH C. AND JANICE M. COOK IRREVOCABLE ASSET PROTECTION TRUST**

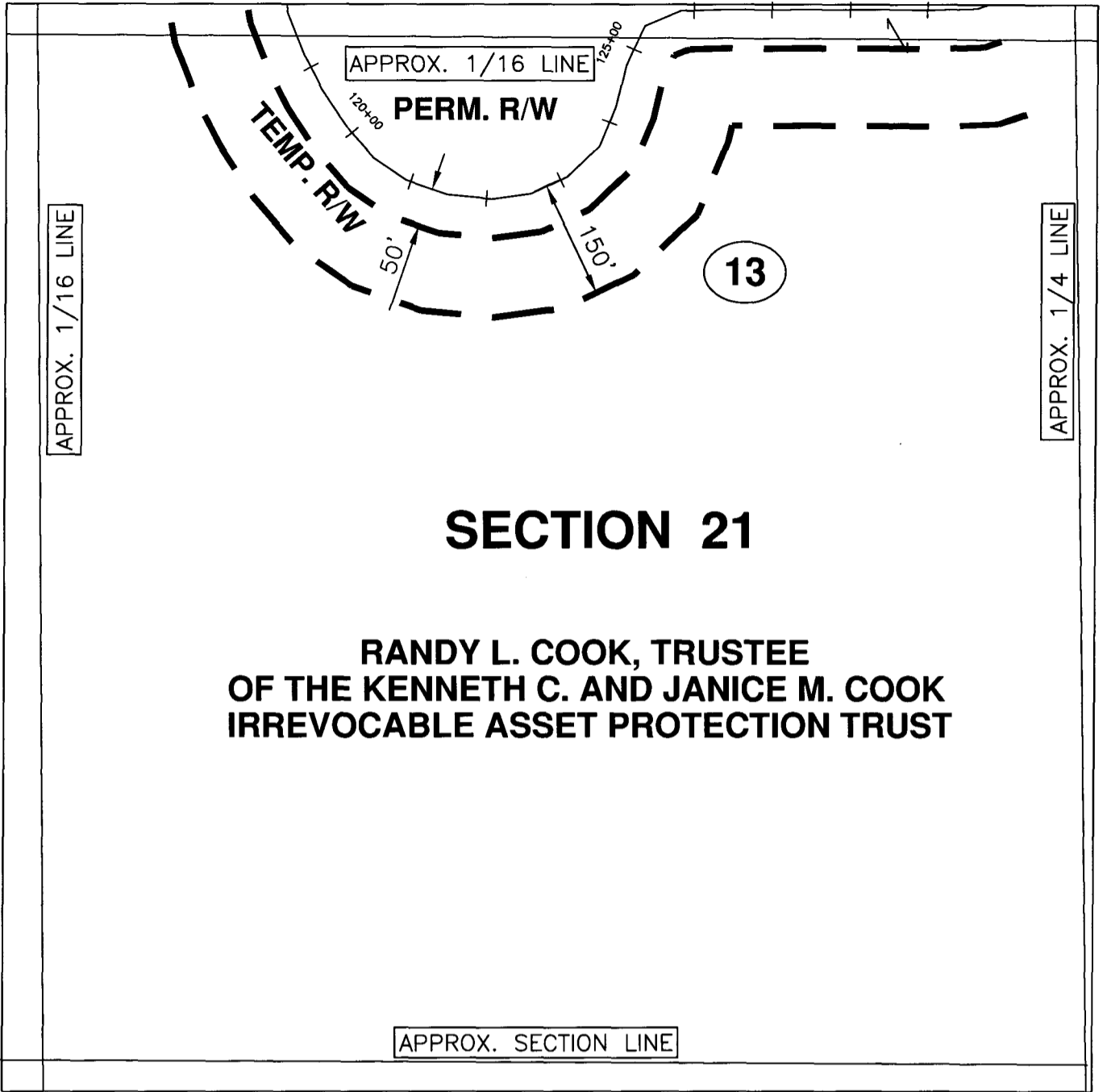
*NE1/4, SW1/4,  
SEC. 21, T136N, R46W  
COUNTY OF WILKIN  
STATE OF MINNESOTA*

TOTAL PERMANENT R/W AREA	=	22.0 AC.
TILLABLE AREA	=	9.2 AC.
UNTILLABLE AREA	=	12.8 AC.
TEMPORARY R/W AREA	=	5.4 AC.
APPROXIMATE AREA BELOW LEVEE PREVIOUSLY IN CRP	=	0.7 AC.



- ⊕ LEVEE
- PERMANENT R/W LIMIT
- - - TEMPORARY R/W LIMIT





CAD. REF. E-13RD

## SECTION 21

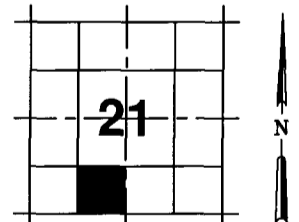
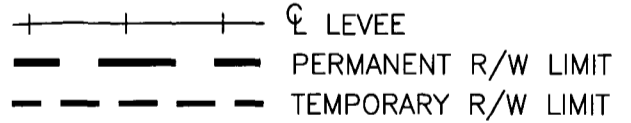
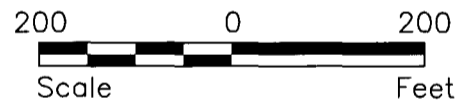
**RANDY L. COOK, TRUSTEE  
OF THE KENNETH C. AND JANICE M. COOK  
IRREVOCABLE ASSET PROTECTION TRUST**

### EXHIBIT C

### RANDY L. COOK, TRUSTEE OF THE KENNETH C. AND JANICE M. COOK IRREVOCABLE ASSET PROTECTION TRUST

~~SE1/4, SW1/4,  
SEC. 21, T136N, R46W  
COUNTY OF WILKIN  
STATE OF MINNESOTA~~

TOTAL PERMANENT R/W AREA = 2.5 AC.  
TILLABLE AREA = 1.3 AC.  
UNTILLABLE AREA = 1.2 AC.  
TEMPORARY R/W AREA = 3.1 AC.



Transfer entered July 17 2002  
Wayne Beznick County Auditor  
Wilkin County, State of Minnesota *KW*

*Pa 30 -  
Return to:  
Buffalo Field River  
Watershed  
PO Box 341  
Barnesville Mo 65514*

STATE OF MINNESOTA } ss.  
COUNTY OF WILKIN

I hereby certify that the within instrument  
was filed in this office for record on the  
20 11 day of July  
02, at 8 o'clock A. M.  
and was duly recorded as Document

No. 178621  
Rinae Nemi  
Wilkin County Recorder  
By \_\_\_\_\_ Deputy