FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall not subdivide, either legally or physically, lands under Easement and agree to operate and maintain all lands in a manner that will be compatible with the mission of military operations at Camp Ripley. In addition, Grantor agrees to establish and maintain any required vegetative or structural practices in accordance with the Conservation/Management Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Any amendment to the Conservation/Management Plan shall be mutually agreed to by the landowner, the SWCD and the State.

2. Shall not be allowed to transfer any development rights associated with the lands under easement to any location outside the easement area, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

3. Shall not undertake any residential, industrial, or commercial development projects within the easement area. Normal maintenance and upgrades to existing structures shall be permitted, as well as construction of outbuildings that compliment and support the existing use as a single landowner occupied farming operation.

4. Shall not hold the State or the National Guard Bureau responsible for any negative impact on production, health or overall well-being of any present or future livestock .

5. Shall not use any portion of the Easement area acreage to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage, or open space under otherwise applicable laws, regulations, or ordinances controlling land use.

6. Shall not use the property for dumping, storage, processing or landfill of solid or hazardous wastes, including municipal sewage sludge and/or bio-solids application.

7. Shall not extract or mine any gravel, rock, topsoil or minerals from the site by surface or subsurface mining.

8. 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.

9. 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.

2 L.A. SWCD A/R 46.-

10. Shall not alter wildlife habitat, natural features, or other management practices on the easement area as described in the Conservation/Management Plan, without the prior written approval of the State.

11. Shall be responsible for the restoration of the easement area to the condition described in the Conservation/Management Plan after any lawful installation, repair, improvement or inspection necessary to maintain a public or legal private drainage system or public utility system.

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: Shall be responsible for the restoration of the easement area to the condition described in the Conservation/Management Plan, within a reasonable timeframe and at Grantor's expense, after damage or alteration in relation to any prior reservation of a mineral interest or mineral rights.

Further, the following rights are conveyed to Grantee:

1. to monitor and enforce the terms of this Easment that are intended to preserve and protect the agricultural and forestry viability of the Property;

2. to monitor and enforce the terms of this Easement that are intended to preserve and protect the Conservation Values of the Property;

3. to enter the Property at reasonable times to monitor the terms of this Easement; and

4. to enforce the terms of this Easement to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features that may be damaged by any inconsistent activity or use.

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 limiting development, protecting soil, improving water quality, and enhancing fish and wildlife habitat.

Easement Number 49-05-09-04

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

This is not a legal survey and not intended for use as a survey plat.

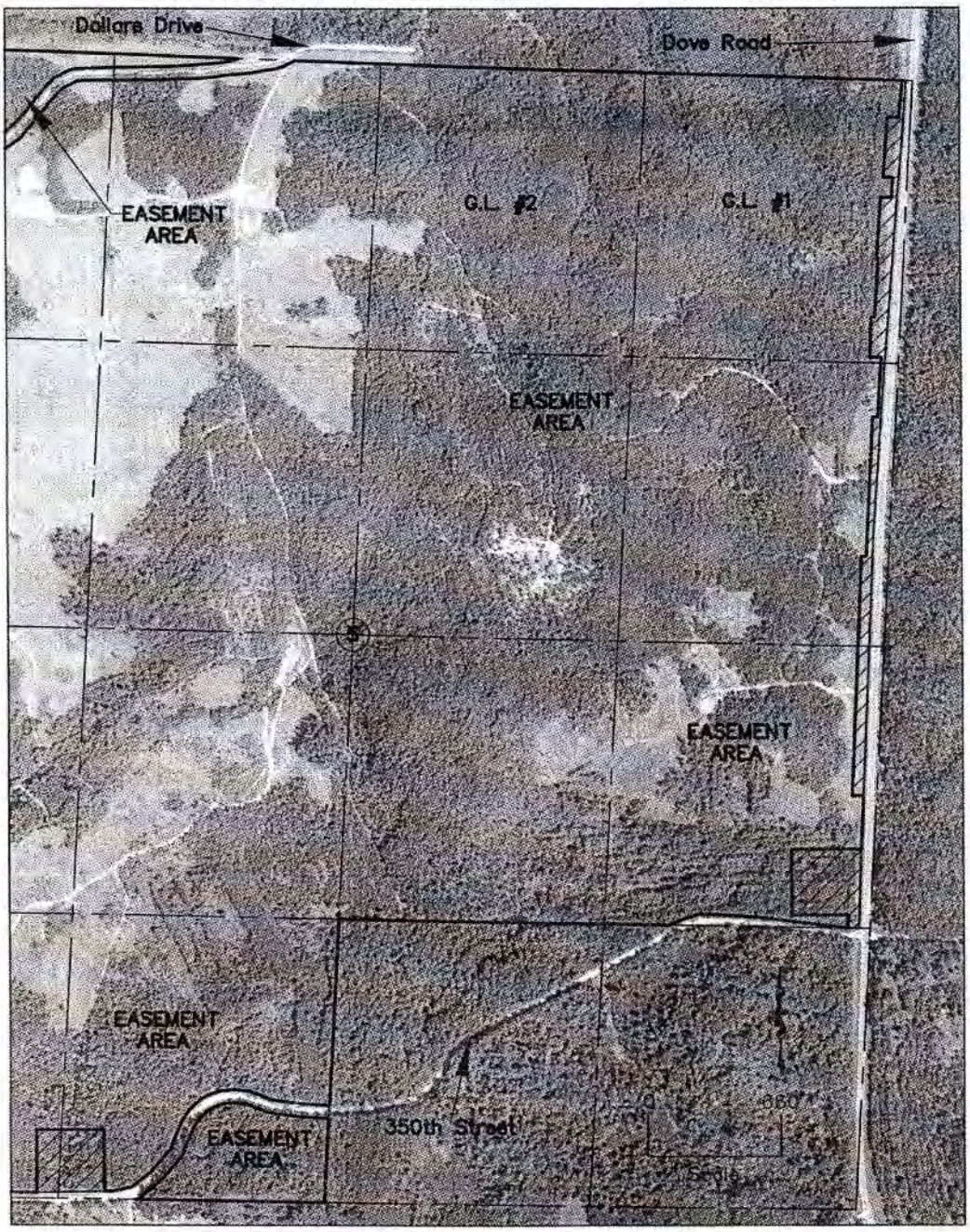
That part of G.L. #1 (NE1/4 of the NE1/4), G.L. #2 (NW1/4 of the NE1/4), that part of the S1/2 of the NE1/4, and that part of the N1/2 of the SE1/4 lying Westerly of the Dove Road right-of-way and Northerly of the 350th Street right-of-way, and that part of the W1/2 of Section 5 lying Northerly and Southerly of the Dollars Drive right-of-way and Northerly and Southerly of 350th Street right-of-way, G.L. #1 (NE1/4 of the NE1/4), the SE1/4 of the NE1/4, lying Northerly and Southerly of the Dollars Drive right-of-way, the SW1/4 of the NE1/4 lying Southerly and Easterly of the Dollars Drive right-of-way, and that part of the SE1/4 of Section 6 lying Northerly of the 350th Street right-of-way, all in T. 132 N., R. 30 W., and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

Easement I.D. No: 49-05-09-04
Map 1 of 2

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. ***This is not a legal survey, and not intended for use as a survey plat.***

Section 5 T. 132 N., R. 30 W., Morrison County



Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND

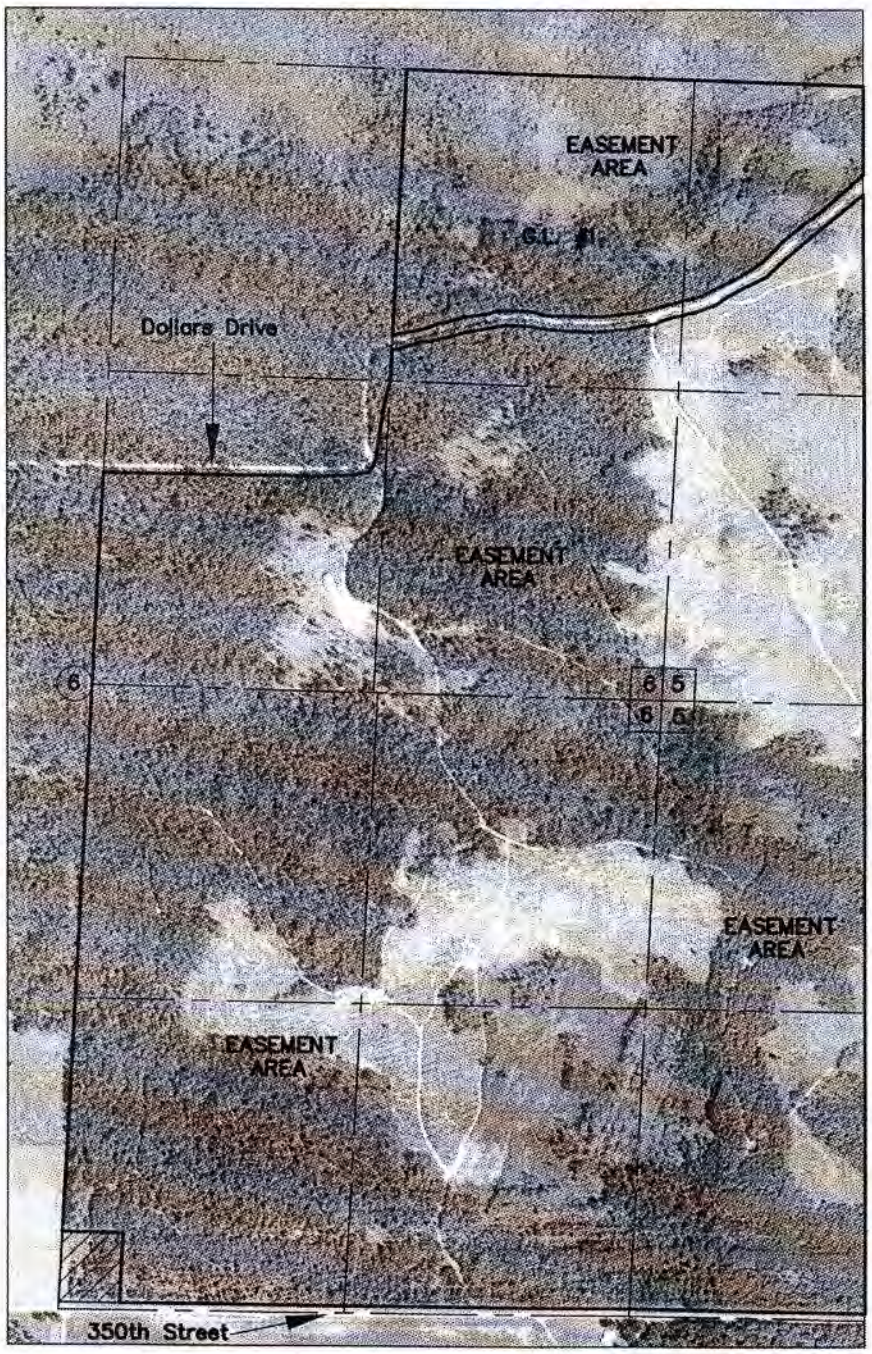
- Center of Section
- Boundary of Described Lands
- Easement Area — Lands Included in Easement
- Lands Not Included in Easement

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

Easement I.D. No: 49-05-09-04
Map 2 of 2

This map delineates the easement area(s) referred to in the attached easement conveyance. ***This is not a legal survey, and not intended for use as a survey plat.***

Section 5/6 T. 132 N., R. 30 W., Morrison County



0 660'
Scale

Prepared By:

Board of Water and Soil Resources

Dated:

May 29th, 2009

LEGEND

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

Easement Number 49-06-09-04

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

This is not a legal survey and not intended for use as a survey plat.

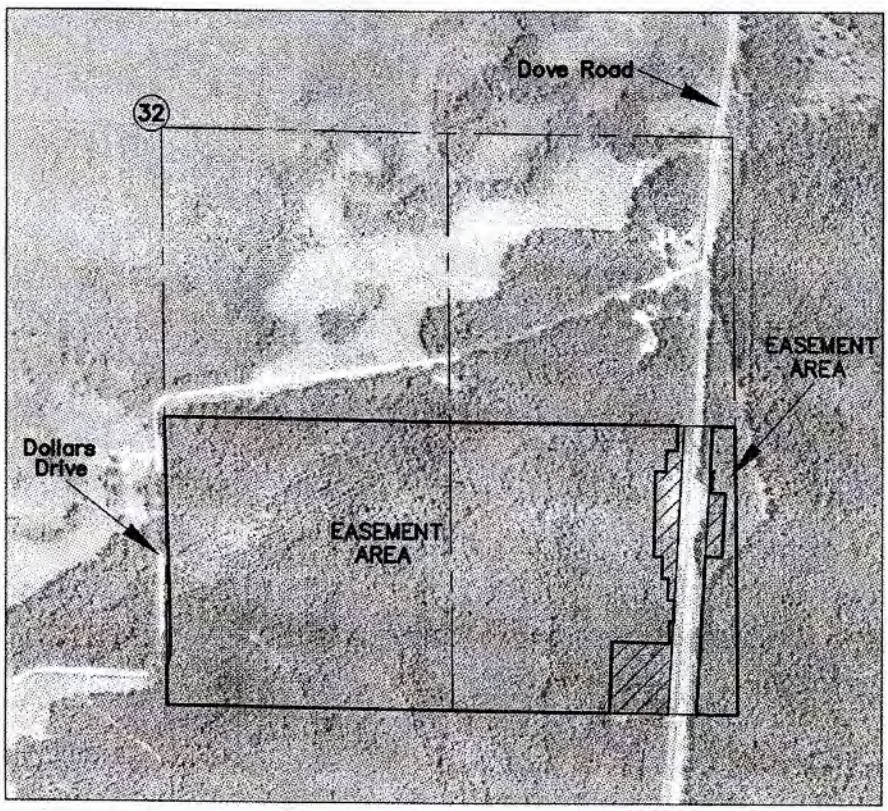
That part of the S1/2 of the SE1/4 of Section 32, T. 133 N., R. 30 W., lying Easterly of the Dollars Drive right-of-way, Westerly of the Dove Road right-of-way and Easterly of the Dove Road right-of-way, and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

Easement I.D. No: 49-06-09-04
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. ***This is not a legal survey, and not intended for use as a survey plat.***

Section 32 T. 133 N., R. 30 W., Morrison County



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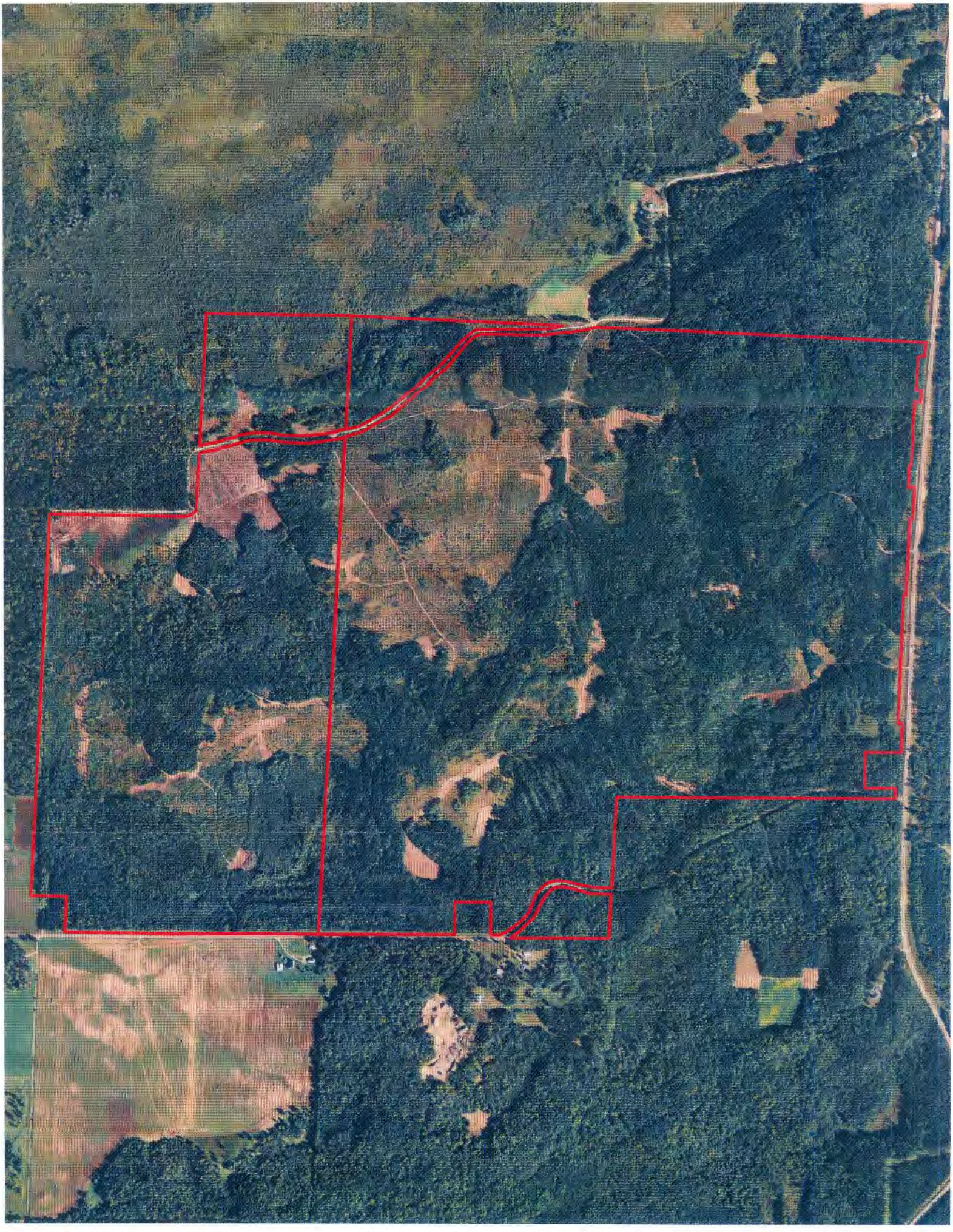
Scale

Prepared By:
Board of Water and Soil Resources
Dated:
March 4th, 2009

LEGEND
Center of Section
Boundary of Described Lands
Easement Area — Lands Included in Easement
Lands Not Included in Easement
Section/Quarter/Sixteenth Line