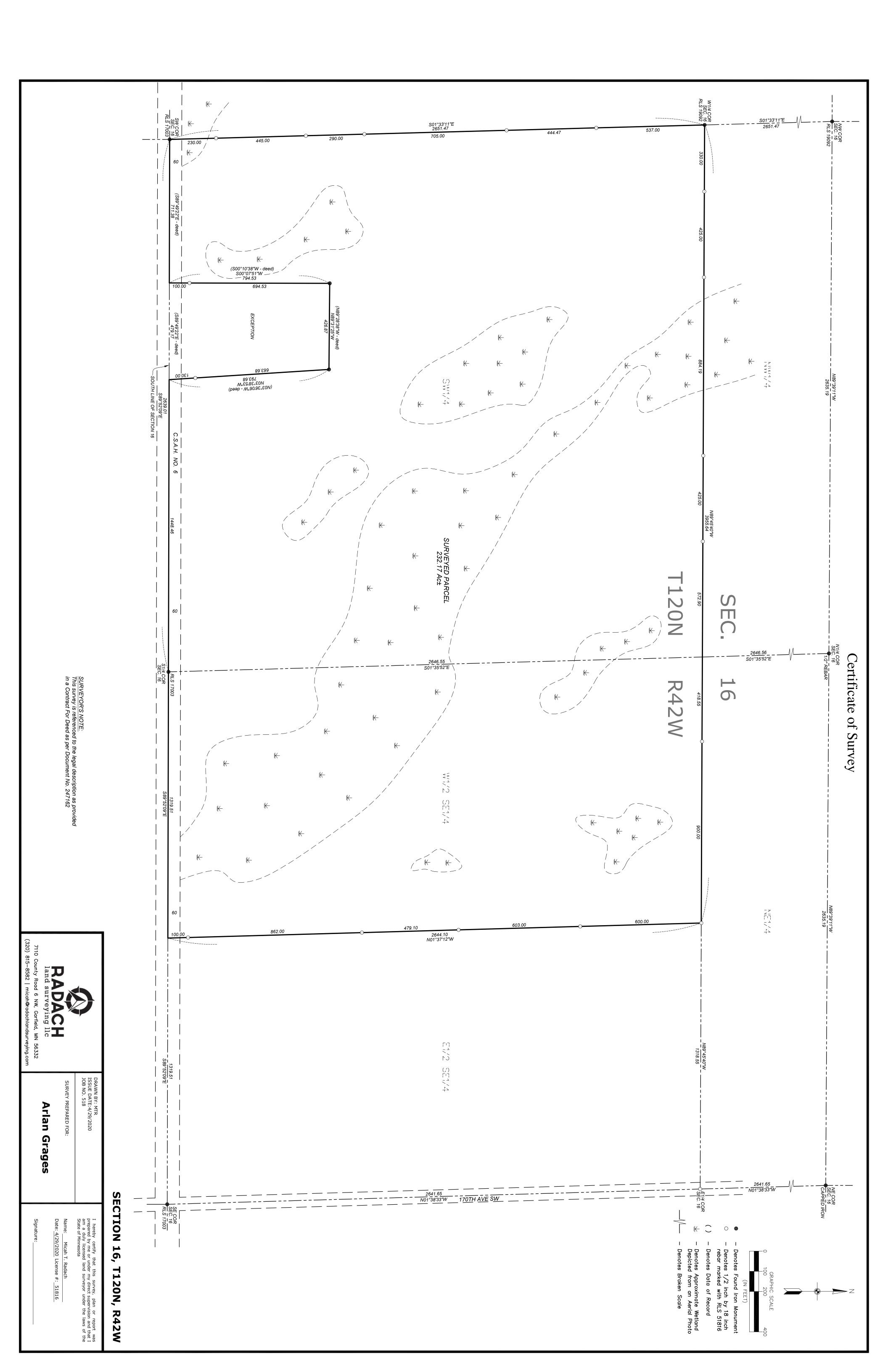
# FSA AND SURVEY INFO PACKET







#### **CONSERVATION PLAN**

#### FOR STATE OF MINNESOTA CONSERVATION EASEMENTS

Conservation Easement I.D. :		County:
76-53-01-01		Swift
Total Essement Acres:	Easement Duration:	UNITE
215.9	X Perpetual	Limited (exp. date)
Principal Landowner Name:		
Rose Sundahl Trust		
Address:		
13631 186th Avenue NW		
City, State, and Zip Code:		
Elk River MN 55330		

This Conservation Plan is part of the Conservation Easement which is recorded on the land title. Any wilfull action not in compliance with this Conservation Plan is a direct violation of the Conservation Easement which is enforceable by State law.

The Grantors, all successors, assigns, and heirs, as identified in the Conservation Easement and herein collectively referred to as "Landowners", are required to establish and maintain the conservation practices described in this Conservation Plan for the duration of the Conservation Easement. The Landowners shall establish all conservation practices described in this Conservation Plan in accordance with the easement program Conservation Practice Specifications and within the schedule provided in the attached Conservation Practice Plan.

The Landowners shall appoint a "Principal Landowner" to serve as the primary contact for implementing and distributing information pertaining to the conservation practices identified in this Conservation Plan.

The local soil and water conservation district (SWCD) will provide the Principal Landowner with the following supporting information which are considered as "attachments" to this Conservation Plan:

- a) Conservation Practice Plan
- b) Conservation Plan Map
- c) Planting Plans (if necessary)
- d) Construction Plans (if necessary)
- e) Operation and Maintenance Requirements
- f) Supplementary Information (as appropriate):

LISA A. TOLLAKSON
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2007

The State will cost-share for the establishment of these conservation practices up to the payment limits provided in Minnesota Statutes Section 103F.515. A State Cost-Share Voucher certifying completion is required from the SWCD before any eligible cost-share payments can be made by the State. The Conservation Easement must be finalized and recorded before any cost-share payment can be made by the State. If the Conservation Easement is not finalized, the State is not obligated for any conservation practice establishment costs incurred.

## **CONSERVATION PRACTICE PLAN**

Conservation Easement I.D.:	Principal Landowner Name:	
76-53-01-01	Rose Sundahl Trust	
Prepared By:	Date Prepared:	
Thomas Orr	5-9-03	

PRACTICE AREA	SIZE OF AREA	CONSERVATION PRACTICE TYPE			EAR established)
	(acres)	PRIMARY	SUPPORTING	PRIMARY	SUPPORTING
1	63.2	RR-2FB		2003	
2	48.9	RR-2FB		2003	
3	14.6	RR-2		2003	
4	5.3	RR-2		2003	
5	46.3	RR-8	RR-2	2003	2003
6	1.2	RR-8	RR-2	2003	2003
. 7	.4	RR-8	RR-2	2003	2003
8	.9	RR-8	RR-2	2003	2003
9	.7	RR-8	RR-2	2003	2003
10	.6	RR-8	RR-2	2003	2003
11	23.8	RR-8		2003	2000
12.	2.8	RR-8	RR-2	2003	2003
13	7.2	RR-8	RR-2	2003	2003
			_		2003
1					

215.9

= Total Easement Acres

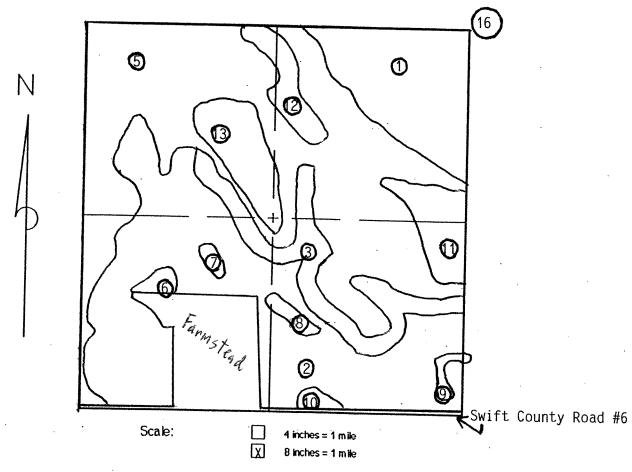
### CONSERVATION PRACTICE CODES AND DESCRIPTIONS

RR-1 RR-2	-2 Native Grasses and Legumes -3 Tree and/or Shrub Planting -4 Field Windbreak -5 Diversion -6 Erosion Control Structure -7 Grass Waterway	RR-9	Vegetative Cover - Grass and/or Legumes		
RR-3 RR-4		RR-10	- Already Established Vegetative Cover - Trees and/or Shrubs - Already Established		
RR-5 RR-6 RR-7		RR-11 RR-12	Highway Windbreak Wetland Creation		
RR-8			Existing Wetland Wildlife Food Plot		

## **CONSERVATION PLAN MAP**

Conservation Essement I.D.:	Principal Landowner Name:
76-53-01-01	Rose Sundahl Trust
Prepared By:	Date Prepared:
Thomas Orr	5-9-02

Section(s) 16 T. 120 N., R. 42 W.

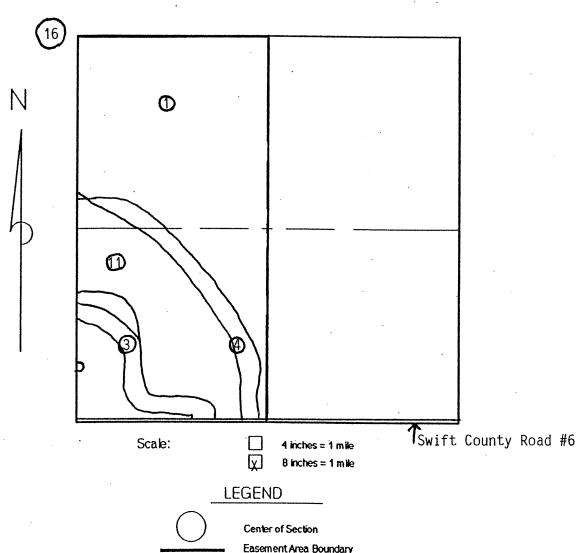


Center of Section
Easement Area Boundary
Practice Area Boundary
Practice Area Designation
Grass Waterway
Diversion
Erosion Control
Structure

#### **CONSERVATION PLAN MAP**

Conservation Essement I.D.:	Principal Landowner Name:
76-53-01-01	Rose Sundahl Trust
Prepared By:	Date Prepered:
Thomas Orr	5-9-02

Section(s) 16 , T. 120 N., R. 42 W.



Center of Section
Easement Area Boundary
Practice Area Boundary
Practice Area Designation
Grass Waterway
Diversion

Erosion Control Structure

212727

#### OFFICE OF COUNTY RECORDER COUNTY OF SWIFT, MINN.

thereby certify that the within instrument was filed in this office for record on the 23rd day of January

A.D. 2003 at 4 district P.M. and was duly recorded in Book 166 of Deeds on page 924

JAN 23 2003

Sylon Julia

COUNTY AUDITOR

SWIFT COUNTY, MINN

SWIFT COUNTY, MINN CREP Easement (12/98)

EASEMENT I.I	<b>)</b> . #	76-53-01-01	

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

This conservation easement, hereinafter referred to as "Easement", is made this 27th day of December 2002,
between Miles R. Knutsen, Trustee of the Rose Sundahl Trust under agreement dated April 13, 1993, and as
amended April 10, 1996.
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 <u>RIM</u> conservation easement to the State of Minnesota.
NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of
Ninety One Thousand Nine Hundred Seventy Two and 98/100 DOLLARS
(\$ 91,972.98 ), 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 Swift 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 $215.9$ acres, of which $17.9$ 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 $5-22-02$
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:

- 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 attentions 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.

- Shall not appropriate water from y existing or restored wetlands within the eas nt area unless obtaining the prior written 3. consent of the State and all necessary governmental permits.
- Shall not produce agricultural crops on the easement area, except as provided in the state approved Conservation Plan for wildlife 4. 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.
- 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.
- Shall not graze livestock on the easement area. Interim grazing land use established in accordance with the agreement for 6. Conservation Easement will not be a violation of this Easement.
- 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.
- Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to 8. protect the public health on the easement area.
- Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as 9. described in the Conservation Plan, without the prior written approval of the State.
- Shall restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement 10. necessary to maintain a public drainage system or public utility system.
- Shall not use any wetlands restored under the RIM Reserve program to mitigate other wetland losses. 11.
- 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 12. the title or interest in the land described herein.
- Shall pay when due all taxes and assessments, if any, that may be levied against the easement area. 13.
- Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement. 14.
- Other provisions: The State expressly recognizes the federal CRP 15-year contract # 1283 15. 5-22-02 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				
Miles R. Knutsen, Trustee of the Rose Sundahl Trust	Délale			
STATE OF <u>Mennesota</u> COUNTY OF <u>Mennepin</u>	The foregoing instrument was acknowledged before me this  27 day of <u>December</u> , 2002			
by Miles R. Knutsen, Trustee of the Rose Sundahl Trus  10, 1996.  (Notary Stamp or Seal)	t under agreement dated April 13, 1993, as amended April			
	Notary Signature Mare E. Social  Commission expires on 1-31-05			

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

212727

Easement Number 76-53-01-01

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

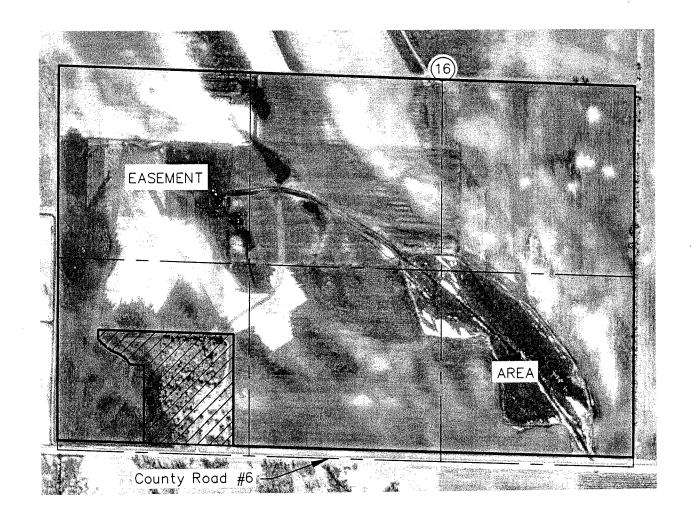
That part of the SW1/4 and that part of the W1/2 of the SE1/4, both in Section 16, T. 120 N., R. 42 W. lying north of the County Road #6 right-of-way and shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement.

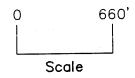
Easement I.D. No: <u>76-53-01-01</u> Map <u>1</u> of <u>1</u>

#### 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 16 T. 120 N., R. 42 W., Swift County





Prepared By:	<u>LEGEND</u>
Board of Water and Soil Resources	Center of Section
Dated:	Boundary of Described Lands
	Lands Included in Easement
March 21, 2002	Lands Not Included in Easement
_	—— — Section/Quarter/Sixteenth Line