



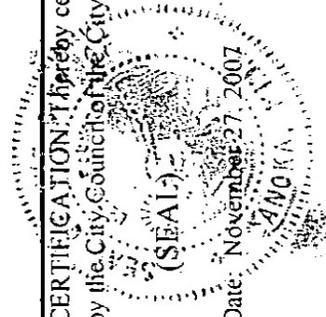
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CONSERVATION EASEMENT
Grantor: City of Anoka, Minnesota
Grantee: Anoka Conservation District

CERTIFICATION: I hereby certify that the attached Easement is a true and correct copy of an Easement approved by the City Council of the City of Anoka, Minnesota.



Date: November 27, 2007

Amy T. Oehlers, City Clerk
City of Anoka, Minnesota

CONSERVATION EASEMENT

This is a perpetual CONSERVATION EASEMENT (“Easement”) granted by the City of Anoka, a political subdivision of the State of Minnesota, (“Owner”) to the Anoka Conservation District, a county level subdivision of the State of Minnesota organized under Mn Stat. Chapter 103C (“Easement Holder”).

RECITALS:

1. **OWNER.** The City of Anoka, 2015 – 1st Ave N. Anoka, MN 55303 is the current owner of approximately two hundred (200) acres of real property located in Anoka County, Minnesota. That real property is more fully described below as the “Protected Property.”
2. **PROTECTED PROPERTY.** The Protected Property is that real property legally described in Exhibit A and generally depicted as Parcels C and D on the “Property Map” in Exhibit B. Both exhibits are attached to this Easement and incorporated by this reference.

The Protected Property includes land within the Rum River Nature Area adjacent to the Rum River containing river shoreland, wetlands, backwater areas, open fields, and woodland. The Protected Property is currently used for low-impact recreational activities by the public. Existing improvements on the Protected Property include improved and unimproved trails and signs indicating ownership and use restrictions. At the time of conveyance of this Easement there are no structures on the Protected Property.
3. **EASEMENT HOLDER.** Anoka Conservation District, 16015 Central Ave NE Suite 103 Ham Lake, MN 55304 is a governmental agency, organized and operated exclusively for public and educational purposes, including the preservation and protection of land in its natural, scenic or other open space condition. The Easement Holder is an organization qualified to hold conservation easements under Minnesota Statutes Chapter 103C and Section 170(h) of the Internal Revenue Code and related regulations.

4. **CONSERVATION VALUES.** The Protected Property has the following natural, scenic and open space qualities of significant importance:

- 4.1. Offers the general public opportunities to experience, appreciate, and learn about the natural environment through low-impact outdoor recreation, educational and permitted activities.
- 4.2. Approximately 9,737 feet of undeveloped river frontage that help protect the water quality of the Rum River from impacts of non-point source pollution and provide habitat for flora and fauna;
- 4.3. Approximately 21 acres of floodplain wetlands providing valuable vegetative and aquatic habitat and also important for the protection and enhancement of water quality in the Rum River;
- 4.4. Approximately 13 acres of floodplain forests that provide habitat and diversity of vegetative species;
- 4.5. Undeveloped vegetated buffers and uplands, including open spaces and significant stands of oak savanna woodland, that provide habitat for flora and fauna and protect the

property's wetlands from non-point source pollution impacts that could be associated with future development, or other uses of surrounding land including the Protected Property;

- 4.6. Scenic views from the Rum River of an undeveloped river frontage and upland, and scenic views to the Rum River from the shoreland and upland areas; and
- 4.7. Historic values of the property from human usage such as its role in logging activity and Work's Progress Administration (WPA) programs.

Collectively, these natural, scenic and open space qualities of the Protected Property comprise its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the use, maintenance, or construction of those structures and improvements that are authorized below.

5. **CONSERVATION POLICY.** Preservation of the Protected Property will further those governmental policies established by the following:

- 5.1. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.
- 5.2. Minnesota Statutes Chapter 103F, which includes the Minnesota Wild and Scenic River Act authorizing the identification of wild and scenic rivers for the protection of their scenic and water quality characteristics. The Rum River adjacent to the Protected Property was designated a Wild and Scenic River in 1978 by the Minnesota Department of Natural Resources.
- 5.3. Minnesota Statutes 103G, Minnesota Water Law, establishing shoreland protection areas and shoreland wetland protection zones for the protection of the scenic and water quality functions of lands and wetlands adjacent to public waters of the state.
- 5.4. The Metropolitan Surface Water Act, Minnesota Statutes Section 103B, which specifically identifies the importance of protecting the natural surface waters and groundwater of the Metropolitan Area.
- 5.5. City of Anoka floodplain, environmental and wild and scenic regulations.
6. **CONSERVATION INTENT.** The Owner and the Easement Holder are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current owner and all future owners of the Protected Property and that conveys to the Easement Holder the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the facts recited above and the mutual covenants contained herein and as an absolute and unconditional gift, the Owner hereby conveys and warrants to the Easement Holder and its successors and assigns a perpetual conservation easement over the Protected Property.

This conservation easement consists of the following rights, terms, and restrictions (the "Easement"):

7. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property identified above by confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- 7.1. The protection of a relatively natural habitat of fish, wildlife, and plants as that term is used in section 170 (h) of Internal Revenue Code and related regulations;
- 7.2. The protection of the water quality of the Rum River, pursuant to the public policies set forth above.
- 7.3. Preserving the open and natural character of the Protected Property for low-impact recreation and scenic enjoyment by the general public within the property and from the Rum River.
- 7.4. Protecting natural habitat for wildlife and plants, both terrestrial and aquatic.

8. **LAND USE RESTRICTIONS.** Any activity on or use of the Protected Property that is inconsistent with the purposes of this Easement is prohibited. This prohibition specifically includes any intrusion or future development that would diminish the scenic and ecological functions and values of the Protected Property or the visual enjoyment of the open and natural character of the Protected Property by the general public.

Except as specifically permitted in paragraph 9. below, and without limiting the general prohibition immediately above, restrictions imposed upon the Protected Property expressly include the following:

8.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed, except for events permitted under paragraph 9.3 below.

8.2. Events. No organized events may take place, except for events permitted under paragraph 9.3 below.

8.3. Agricultural Use. No commercial agricultural use of the Protected Property is allowed unless it is part of the approved management plan.

- 8.4. Residential Development. No residential use or development of the Protected Property is allowed.
- 8.5. Right of Way. No right of way shall be granted across the Protected Property in conjunction with any industrial, commercial, or residential use or development of other land not protected by this Easement; except that a right of way may be granted to allow access to activities on Parcel B as shown on the Property Map. Such excepted right of way shall be located and designed in such a manner as to minimize adverse effects on the Conservation Values.
- 8.6. Subdivision. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes.
- 8.7. Structures and Improvements. No temporary or permanent buildings, structures, or other improvements of any kind may be placed or constructed on the Protected Property except as set forth in paragraph 9.3.
- 8.8. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended, and replaced. This includes, without limitation, all systems and facilities necessary to provide on-site power, fuel, water, waste disposal, and communication or utilities crossing the site but does not permit communication towers, wind turbines, or above-ground structures, without the prior written approval of the Easement Holder.
- Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall be restored in a timely manner to a condition consistent with the conservation purposes of this Easement.
- 8.9. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes.
- 8.10. Roads and Trails. Existing roads may be maintained or improved but may not be widened or relocated without the prior written approval of the Easement Holder.
- 8.10.1. Paved and unpaved paths or foot trails may be established on the Protected Property for non-motorized recreational uses.
- 8.10.2. A road allowing access to activities on Parcel B as shown on the Property Map shall be allowed and shall be located and designed in such a manner as to minimize adverse effects on the Conservation Values.
- 8.10.3. No other roads or other rights of way may be established or constructed on the Protected Property without the prior written approval of the Easement Holder.
- 8.11. Fences. Fences may be constructed, maintained, improved, replaced or removed to mark boundaries, to secure the Protected Property, or as needed in carrying out activities permitted by this Easement with prior written approval of the Easement Holder. Written requests from the owner for approval of a fence shall be processed by the Easement Holder within 30 days of receipt of the request.

- 8.12. Outdoor Lighting. No permanent outdoor lighting is allowed.
- 8.13. Dumping. No trash, non-compostable garbage, hazardous or toxic substances, junk, or other unsightly material may be dumped or accumulated on the Protected Property. This does not prohibit composting of excess brush or other plant material collected by the City of Anoka pursuant to storm clean-up activities. In all cases, handling of plant materials will be done in a manner that minimizes the potential for the spread of invasive species.
- 8.14. Mining. No mining, drilling, exploring for, or removing of any minerals or fossil fuels from the Protected Property is allowed.
- 8.15. Topography And Surface Alteration. No alteration or change in the topography of the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this Easement.
- 8.16. Water. The City of Anoka maintains a dam on the Rum River north of Main Street. Said dam controls the flow of water in the Rum River adjacent to the Protected Property. This Easement shall not limit the City of Anoka's ability to maintain and operate said dam. No additional alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water or creation of new wetlands or water bodies is allowed on or adjacent to the Protected Property except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing ecosystems. The owner reserves the right, where necessary, to remove downed trees or dead timber for public safety purposes.
- 8.17. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:
- 8.17.1. In conjunction with habitat management as specifically permitted in paragraph 9.2. below.
 - 8.17.2. As reasonably required to construct and maintain permitted structures, trails and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with the conservation purposes of this Easement.
 - 8.17.3. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury, or property damage.
- The Owner reserves the right, where necessary, to remove downed or dead timber for public safety purposes.
- 8.18. Vehicles. Motorized vehicles are prohibited on the Protected Property except for emergency vehicles, maintenance vehicles, and vehicles deemed necessary to

implement the Management Plan and to monitor the site as authorized by the Owner and Easement Holder, and except for motorized vehicles allowed on an improved road constructed as allowed under section 8.10.2 allowing access to Parcel B as shown on the Parcel Map.

8.19. Transfer of Density. The number of dwelling units that would have been allowed under the City of Anoka shoreland district regulations at the time of the transfer of this Easement if the Protected Property were developed instead of protected, shall be considered available to Anoka to be used in a future transfer of density program on properties other than the Protected Property. This is estimated to be 650 single and multi-family units. This Easement, however, shall effectively sever the dwelling units from the Protected Property thus prohibiting the future use of such dwelling units on the Protected Property.

9. **RESERVED RIGHTS.** The Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Easement Holder before exercising any reserved right that might have an adverse impact on the Conservation Values associated with the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the Owner may use and allow others to use the Protected Property as follows:

9.1. Right to Convey. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property in its entirety without subdivision provided written notice is provided to the Easement Holder in accordance with Section 13.8 of this Easement.

9.1.1. Any conveyance or encumbrance of the Protected Property is subject to this Easement.

9.1.2. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to the Protected Property.

9.1.3. The Owner will notify the Easement Holder of any conveyance within fifteen (15) days after closing and will provide the Easement Holder with the name and address of the new owner and a copy of the deed transferring title.

9.1.4. The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subparagraph (9.1).

9.1.5. The Protected Property will not be conveyed in a manner that prohibits access to the any portion of the Protected Property by the Easement Holder to fulfill the Easement Holder's obligations under this Easement.

9.1.6. In the event that the fee title to the Protected Property is conveyed to a third party, under a separate agreement and at its own expense, the City of Anoka will assume Easement Holder's enforcement authority and responsibilities for this Easement as described in subpart 10 of this Easement.

9.2. Forest and Vegetation Management Plan: The Owner may remove timber and other wood products and otherwise manage the vegetation on the Protected Property in accordance with a management plan (“Management Plan”) approved by the Easement Holder in writing. Such Management Plan shall be developed in good faith by the Owner and the Easement Holder and may be revised or supplemented from time to time. The Management Plan shall be consistent with the Conservation Values and shall state in clear, simple terms the management goals and planned management activities.

9.3. Recreational and Educational Uses and Events. The Protected Property may be used for low-impact recreational and educational programs, activities or events in a manner that does not degrade or impair the conservation values of the Protected Property. In the event that the City of Anoka is no longer the Owner of the property, the Easement Holder will have the authority to approve, approve with modifications or conditions, or deny events. Events shall be approved by the Easement Holder so long as such events embrace the Conservation Values of the Protected Property. Written notification of events shall be provided to the easement holder, preferably prior to the event. Structures shall be allowed as set forth below:

9.3.1. Temporary structures and appurtenances may be placed on the property in conjunction with events and shall be removed upon completion of the event and associated impacts to the conservation values will be remedied to the satisfaction of the Easement Holder.

9.3.2. Permanent structures such as benches, picnic shelters, restroom facilities, informational kiosks and interpretive centers must be approved by the Easement Holder prior to construction. The Easement Holder shall approve such permanent structures unless the Easement Holder can show that the proposed structure does not embrace the conservation values of the protected property.

9.4. Habitat. The Protected Property may be used to create, maintain, restore, or enhance habitat for wildlife and native biological communities in accordance with the Management Plan referred to in Section 9.2.

10. **EASEMENT HOLDER’S RIGHTS AND REMEDIES.** In order to accomplish the purposes of this Easement, the Easement Holder has the following rights and remedies:

10.1. Right to Enter. The Easement Holder has the right to enter the Protected Property at reasonable times and in a reasonable manner for the following purposes:

10.1.1. To inspect the Protected Property and to monitor compliance with the terms of this Easement.

10.1.2. To obtain evidence for use in seeking judicial or other enforcement of this Easement.

10.1.3. To survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement. Installing, replacing and maintaining adequate boundary demarcation signage and associated costs are the responsibility of the Owner. The Easement Holder will provide the Owner the opportunity to replace missing signage prior to taking any action thereto.

10.1.4. To otherwise exercise its rights under this Easement.

In order to enter the Protected Property, the Easement Holder has a right of access over connecting public property or other connecting property controlled by the owner.

10.2. Right of Enforcement. The Easement Holder has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against the Owner or other responsible party in any court of competent jurisdiction.

10.2.1. Notice. The Easement Holder may not initiate judicial action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to correct the situation. This provision shall not apply if, in the sole discretion of the Easement Holder, immediate judicial action is necessary to prevent or mitigate significant damage to the Protected Property or if reasonable, good faith efforts to notify the Owner are unsuccessful.

10.2.2. Remedies. Remedies available to the Easement Holder in enforcing this Easement include the right to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement, to require restoration of the Protected Property to its highest condition since the time of this conveyance or as otherwise necessitated by a violation of this Easement, to seek specific performance or declaratory relief and to recover damages resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement resulting from a violation of this Easement.

These remedies are cumulative and are available without requiring the Easement Holder to prove actual damage to the Conservation Values protected by this Easement. The Easement Holder and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

Prior to filing for a judgment of specific performance or declaratory relief, the Easement Holder shall engage the Owner in non-binding mediation with a mediator meeting the requirements of a qualified neutral of the State of Minnesota.

The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

10.2.3. Costs of Enforcement. The Owner shall be responsible for all reasonable costs incurred by the Easement Holder in enforcing this Easement, including without limitation the costs of suit, attorneys' fees, and expenses related to restoration of the Protected Property. If, however, the Owner ultimately prevails in a judicial enforcement action, the losing party shall be responsible for all costs and attorneys' fees.

10.2.4. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Easement Holder. The Easement Holder does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Easement Holder in discovering a violation or initiating enforcement proceedings.

- 10.2.5. Acts Beyond the Owner's Control. The Easement Holder may not bring any action against the Owner for any change to the Protected Property resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm, natural deterioration or the unauthorized acts of persons other than the Owner or the Owner's agents, employees or contractors or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.
- 10.2.6. Right to Report. In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
- 10.3. Signs. The Easement Holder has the right to place on the Protected Property signs that identify the land as protected by this Easement. The number and location of any signs are subject to the Owner's approval, not withstanding the Owner's obligations under subpart 10.1.3.
- 10.4. Limitation on Rights. Nothing in this Easement gives the Easement Holder the right or responsibility to exercise physical control over day-to-day operations on the Protected Property or to become involved in management decisions under emergency situations involving the use, handling or disposal of hazardous substances or to otherwise become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor statutes or laws whether federal, state or local in nature, regarding responsibility for environmental conditions associated with contamination.

11. **PUBLIC ACCESS.** Public access to the Protected Property shall be at the sole discretion of the Owner provided it is consistent with this Easement and the Conservation Values preserved herein. The Owner shall hold harmless and indemnify the Easement Holder for any and all liabilities associated with private or public use of the Protected Property.

12. **DOCUMENTATION.** The current uses of the Protected Property, the state of any existing improvements, and the specific Conservation Values of the Protected Property that are briefly described in this Easement are more fully described in a property report on file at the office of the Easement Holder. The Owner and the Easement Holder acknowledge that this property report will accurately represent the condition of the Protected Property at the time of this conveyance and may be used by the Easement Holder in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This property report, however, is not intended to preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

13. **GENERAL PROVISIONS.**

13.1. Continuing Communication Required. For the purpose of ensuring regular communication between the parties to facilitate the smooth administration of this Easement, regular communication is required between the Owner and the Easement Holder. Such regular communication shall be comprised of written contact at least one time per calendar year. Additional written or face-to-face contact is encouraged. Required annual written contact may be initiated by either party; however, the

Easement Holder shall take responsibility for initiating contact at least once per calendar year to identify any issues of compliance with the easement and to ensure the Owner is aware of the terms of the easement.

13.2. Assignment. This Easement may be assigned or transferred by the Easement Holder only with the prior written authorization of the Owner approving the entity to which the Easement is proposed to be assigned or transferred. The Easement Holder shall notify the Owner of its intent to assign or transfer and provide the name and address of the proposed assignee or transferee at least ninety (90) days prior to the proposed date of such assignment or transfer. Such assignment or transfer shall only be to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and which is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the Easement Holder by this Easement. As a condition of any assignment or transfer, the Easement Holder shall require any future holder of this Easement to continue to carry out the conservation purposes of this Easement in perpetuity.

13.3. Amendment. This Easement may be modified or amended upon written agreement by both parties. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Easement Holder, it: (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Minnesota law or the status of the Easement Holder under Sections 170(h) of the Internal Revenue Code.

Any amendment or modification must be in writing and recorded in the same manner as this Easement.

13.4. Extinguishment. Extinguishment or termination of this Easement is subject to the following:

13.4.1. This Easement may be extinguished only through judicial proceedings and only under the following circumstances:

13.4.1.1. if unexpected change in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the conservation purposes set out above impossible or impractical, or

13.4.1.2. pursuant to the proper exercise of the power of eminent domain.

13.4.2. The Owner recognizes that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. The Owner also recognizes that neighboring properties may, in the future, be put entirely to uses not permitted on or consistent with the Protected Property by this Easement.

The Owner and the Easement Holder believe that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected changes and shall not be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

- 13.5. Warranties. The Owner represents and warrants as follows:
- 13.5.1. The Owner is the sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the Easement Holder.
- 13.5.2. The Protected Property is free and clear of all encumbrances other than those subordinated to this Easement.
- 13.5.3. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property that is in violation of a federal, state, or local environmental law and will defend, indemnify and hold the Easement Holder harmless against any claims of contamination from such substances.
- 13.6. Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of the Easement Holder created by this Easement. The Easement Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
- 13.7. Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. The Owner agrees to defend, indemnify, and hold the Easement Holder harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Protected Property or the existence of this Easement. The Owner will name the Easement Holder as an additional insured on any general liability insurance policy carried by the Owner with respect to the Protected Property.
- 13.8. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:
- 13.8.1. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses. In the event that either party changes its official mailing address, it shall notify the other party within fifteen business days following the change of address:

To the Owner:

City of Anoka
Attn: City Manager
2015 1st Ave. North
Anoka, MN 55303

To the Easement Holder:

Anoka Conservation District
Attn: District Manager
16015 Central Ave NE Suite 103
Ham Lake, MN 55304

- 13.8.2. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least thirty (31) days prior to the date proposed for initiating the activity in question.
- 13.8.3. Content. The notice or request for approval must include sufficient information to allow the Easement Holder to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum, this would include (i) the location, nature, and scope of the proposed activity; (ii) the proposed use, design, and location of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Protected Property.
- 13.8.4. Approval. For any activity requiring the approval of the Easement Holder under the terms of this Easement, the Easement Holder may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Easement Holder to reach an informed decision. The Easement Holder may condition its approval on the Owner's acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.
- 13.9. Binding Effect. This Easement shall run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current owner of the Protected Property, all successors in title to the Protected Property and all other parties entitled to possess or use the Protected Property.
- This Easement creates a property right immediately vested in the Easement Holder and its successors and assigns that cannot be terminated or extinguished except as set out herein.
- If at any time the Easement Holder or other holder of this Easement becomes the owner of all or a portion of the fee interest in the Protected Property, this Easement shall not be deemed to merge with the underlying fee interest but shall remain in force and effect unless otherwise terminated or extinguished as set out herein.
- 13.10. Definitions. Unless the context requires otherwise, the term "Owner" includes, jointly and severally, the current owner of the Protected Property identified above and representatives, heirs, successors and assigns in title to the Protected Property. The term "Easement Holder" includes the Easement Holder and its successors or assigns to its interest in this Easement.
- 13.11. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property; provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.
- 13.12. Recording. The Easement Holder will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The Easement Holder may re-record this Easement or any other documents necessary to

protect its rights under this Easement or to assure the perpetual enforceability of this Easement.

- 13.13. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 13.14. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 13.15. Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Easement Holder to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
- 13.16. Entire Agreement. This document sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.
- 13.17. Counterparts. This Easement may be executed in one or more counterparts, each of which shall be deemed an original. The signatures to this Easement may be executed and notarized on separate pages and when attached to this document shall constitute one complete document.

ACCEPTANCE

The _____ EASEMENT HOLDER hereby accepts the foregoing Conservation Easement this 24 day of Oct, 2007.

EASEMENT HOLDER

By: Jean Coleman

Title: Vice Chair

State of MINNESOTA)

County of Anoka)

The foregoing instrument was acknowledged before me this 24 day of 2007, by Sean M Sullivan, the Vice Chair of the Easement Holder,

a county level subdivision of state government under the laws of the State of Minnesota, on behalf of said entity.



Amy Terese Oehlert
Notary Public

My Commission Expires: 1/31/2010

This document drafted by:

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2634 Vincent Ave. North
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EXHIBIT A

Legal Description of Protected Property

CONSERVATION EASEMENT DESCRIPTION

Government Lot 1 and that part of Government Lot 2, Section 25, Township 32, Range 25, Anoka County, Minnesota lying northerly of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 said Anoka County and also lying westerly of the following described line its extensions:

Commencing at the intersection of the north line of said ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31 and the east line of said Government Lot 2; thence North 89 degrees 30 minutes 08 degrees West, assumed bearing, along the said north line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, a distance of 134.21 feet and the point of beginning of the line to be described; thence North 02 degrees 53 minutes 41 seconds East a distance of 22.31 feet; thence North 24 degrees 56 minutes 04 seconds East a distance of 103.21 feet; thence North 09 degrees 29 minutes 10 seconds East a distance of 164.58 feet; thence North 16 degrees 38 minutes 03 seconds East a distance of 226.71 feet to said east line of Section 25 and said line there terminating.

AND

The Southwest Quarter of the Northwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota.

AND

The Northwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota.

AND

That part of the Northeast Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota lying westerly of the following described line and its extensions:

Commencing at the Southwest Corner of said Northeast Quarter of the Southwest Quarter; thence on an assumed bearing of North 89 degrees 43 minutes 14 seconds East, along the south line of said Northeast Quarter of the Southwest Quarter, a distance of 180.00 feet to the point of beginning of the line to be described; thence North 00 degrees 45 minutes 26 seconds East a distance of 1175.00 feet; thence North 30 degrees 00 minutes 00 seconds West a distance of 163.00 feet to the north line of said Northeast Quarter of the Southwest Quarter and there terminating.

AND

That part of the Southeast Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota lying northerly of the to be described "Line X" and also lying westerly of the following described line and its extensions:

Commencing at the Northwest Corner of said Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of North 89 degrees 43 minutes 14 seconds East, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 180.00 feet to the point of beginning of the line to be described; thence South 00 degrees 45 minutes 26 seconds West a distance of 61.92 feet to the intersection with said "Line X" and said described line there terminating.

"Line X" is described as commencing at the Southeast Corner of said Southwest Quarter; thence on an assumed bearing of North 00 degrees 00 minutes 03 seconds West, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 88 degrees 37 minutes 29 seconds West, along said right-of-way line, a distance of 805.93 feet; thence westerly, along said right-of-way line, along a tangential curve concave to the south, said curve having a radius of 1984.86 feet and central angle of 00 degrees 24 minutes 06 seconds, a distance of 13.91 feet to the point of beginning; thence North 01 degree 22 minutes 31 seconds West, not tangent to said curve, a distance of 395.84 feet; thence northwesterly along a tangential curve concave to the southwest, said curve having a radius of 300.00 feet and central angle of 42 degrees 54 minutes 13 seconds, for a distance of 224.64 feet to the point of beginning of said "Line X"; thence South 88 degrees 37 minutes 29 seconds West, not tangent to last described curve, for a distance of 565.37 feet and said "Line X" there terminating.

AND

That part of the Southwest Quarter of the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota lying northerly and westerly of the following described line and its extensions:

Beginning at the point of beginning of the aforescribed "Line X"; thence on a bearing of South 89 degrees 08 minutes 16 seconds West, along said "Line X" a distance of 565.37 feet; thence North 78 degrees 36 minutes 00 seconds West a distance of 120.00 feet; thence South 85 degrees 20 minutes 00 seconds West a distance of 210.00 feet; thence South 06 degrees 35 minutes 00 seconds West a distance of 325.00 feet; thence North 88 degrees 04 minutes 00 seconds West a distance of 290.00 feet; thence North 84 degrees 54 minutes 00 seconds West a distance of 618.00 feet; thence South 08 degrees 49 minutes 00 seconds West a distance of 177.43 feet; thence South 16 degrees 38 minutes 03 seconds West a distance of 136.36 feet to the west line of said Southwest Quarter of the Southwest Quarter and said line there terminating.

DESCRIPTION OF INGRESS/EGRESS AND DRAINAGE AND UTILITY EASEMENT

A permanent 80.00 foot easement for ingress/egress and drainage and utility purposes over, under and across the Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota.

The centerline of said easement is described as follows:

Commencing at the Southeast Corner of said Southwest Quarter; thence on an assumed bearing of North 00 degrees 30 minutes 49 seconds East, along the east line of said Southwest Quarter, a distance of 668.74 feet to the intersection with the northerly right-of-way line of ANOKA

COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 31, said Anoka County, Minnesota; thence South 89 degrees 08 minutes 16 seconds West, along said right-of-way line, a distance of 769.77 feet; thence North 00 degree 51 minutes 44 seconds West a distance of 395.79 feet; thence northwesterly along a tangential curve concave to the southwest said curve having a radius of 350.00 feet and a central angle of 42 degrees 54 minutes 13 seconds for a distance of 262.08 feet to a point of beginning of the centerline to be described; thence northwesterly on a compound curve, said curve having a radius of 300.00 feet and central angle of 78 degrees 51 minutes 00 seconds for a distance of 412.86 feet; thence westerly, along a reverse curve concave to the north, said reverse curve having a radius of 300.00 feet and central angle of 31 degrees 45 minutes 13 seconds for a distance of 166.26 feet; thence South 89 degrees 08 minutes 16 seconds West, tangent to said reverse curve, a distance of 135.77 feet to a point hereinafter referred to as "Point B" and said centerline there terminating.

AND

A permanent easement for ingress/egress and drainage and utility purposes over, under and across said Southwest Quarter of Section 30, Township 32, Range 24, Anoka County, Minnesota lying within the circumference of a circle with a radius of 80.00 feet. The center of said circle is the aforescribed "Point B".

ANOKA COUNTY MINNESOTA

Document No.: 1997619.003 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 12 11 2007 1:55:00 PM

Fees/Taxes In the Amount of: \$46.00

MAUREEN J. DEATNE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

B.M.C. Deputy



Record ID: 1877882