



164380

ELAINE MARTIG
COUNTY RECORDER
BIG STONE COUNTY

RECORDED ON
06/06/2008 09:30AM

REC FEE: \$46.00

PAGES: 5

By: *Elaine Martig*

(Space Above Reserved For Recording Information)

(G&F 14009)

CONSERVATION EASEMENT

THIS INDENTURE is made this 4 day of April, 2008, between JOHN M. DREWELOW and DEANN BEHRENS, as Trustees of the John W. Drewelow and Floradeen J. Drewelow Irrevocable Trust dated July 27, 2004, Grantors, and STATE OF MINNESOTA, a sovereign body, Grantee.

WHEREAS, The Commissioner of Natural Resources, under Minnesota Statutes section 84.96 is authorized to acquire interests in land for the purpose of preserving "native prairie" of this state.

NOW, THEREFORE, the Grantors, in consideration of the sum of FORTY-THREE THOUSAND SIX HUNDRED NINETY-ONE and 52/100 DOLLARS (\$43,691.52), to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, do hereby Convey and Warrant to the Grantee, for the purpose of preserving the premises as a native prairie in its present or natural state, a perpetual easement over and upon the following described premises situated in the County of Big Stone and State of Minnesota, to wit:

That part of the North Half of the Southeast Quarter (N 1/2 SE 1/4) and that part of the North Half of the Southwest Quarter (N 1/2 SW 1/4) of Section Thirty-four (34), Township One Hundred Twenty-three (123) North, Range Forty-eight (48) West, Big Stone County, Minnesota, described as follows:

Commencing at the northeast corner of said North Half of the Southeast Quarter; thence on an assumed bearing of South along the east line of said North Half of the Southeast Quarter 435 feet to the point of beginning; thence South 87 degrees West 2655 feet; thence South 86 degrees West 385 feet; thence North 20 degrees West 360 feet; thence North 88 degrees West 355 feet; thence South 03 degrees East 285 feet; thence South 39 degrees West 420 feet; thence South 27 degrees West 270 feet; thence North 88 degrees West 560 feet; thence North 35 degrees West 420 feet; thence North 84 degrees West 580 feet to the centerline of a Township Road; thence South 08 degrees East 250 feet along the centerline of said Township Road to the centerline of State Trunk Highway Number 7; thence South 43 degrees East 500 feet along said centerline of State Trunk Highway Number 7 to the south line of said North Half of the Southwest Quarter; thence North 89 degrees East 1335 feet along said south line; thence North 150 feet; thence South 89 degrees East 815 feet to Point "A"; thence continuing South 89 degrees East 60 feet; thence North 200 feet; thence North 76 degrees East 825 feet; thence North 85 degrees

East 1895 feet to the east line of said North Half of the Southeast Quarter; thence North 150 feet along said east line to the point of beginning, containing 42.8 acres, more or less;

Also, unto the grantee, its employees and their agents only, a perpetual easement for ingress and egress over and across the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) and that part of Government Lot 1 lying north of State Trunk Highway Number 7 of Section 34, Township 123 North, Range 48 West, Big Stone County, Minnesota; said easement being a strip of land 33.00 feet in width, lying 16.50 feet on each side of the following described centerline:

Beginning at the above-described Point "A"; thence South 26 degrees East 100 feet; thence South 10 degrees East 170 feet; thence South 15 degrees East 170 feet; thence South 13 degrees East 210 feet to the centerline of Trunk Highway Number 7 and there terminating.

THE TERMS AND CONDITIONS FOR STATE PRAIRIE BANK CONSERVATION EASEMENTS ARE AS FOLLOWS:

1. The Grantors agree that there shall be:
 - A. No topographic changes or alteration of the natural landscape within or upon said premises by excavation, cultivation, drainage, filling, or any other means without a written authorization from the Commissioner of Natural Resources.
 - B. No other structures or devices, equipment or other items, whether permanent or temporary, hereafter constructed or placed on the premises without a written authorization from the Commissioner of Natural Resources.
 - C. No destruction, cutting, trimming, mowing, planting or removing of trees, shrubs, bushes or plants without a written authorization from the Commissioner of Natural Resources except that the Grantors shall remain responsible for noxious weed control and shall perform such control in a way that minimizes damage to native prairie.
 - D. No dumping of ashes, trash, junk, rubbish, sawdust, garbage, or offal upon the premises.
 - E. No conveyance of any other easement for any purpose, including but not limited to road or utility, upon or within the premises without a written authorization from the Commissioner of Natural Resources.
 - F. No use of the area by livestock for pasture or grazing purposes.
 - G. No application of pesticides including insecticides or herbicides without written authorization from the Commissioner of Natural Resources.
 - H. No use of the premises as a source of irrigation water or as a source for agricultural purposes.
 - I. No camping or fires are permitted except that fire may be used for management purposes by the Commissioner of Natural Resources, or as otherwise provided for in this easement.

- J. No use of the area by motorized vehicles except as needed by the Grantors for hunting or property management purposes, or as authorized in writing by the Commissioner of Natural Resources. Any such use will be confined to established field roads wherever possible, and done in a manner that minimizes damage to the vegetation and soil in the area. Motorized vehicles will not be used when and where rutting is likely due to moist or wet soil conditions, or in areas where gullyng or other soil erosion is likely to result from this use.
- K. No use made of the premises expressed or implied in violation of the protective covenants contained herein.
2. The Grantors agree to pay all taxes or assessments, if any, that may be levied against the premises.
3. The Grantors' responsibility for injury to persons using the premises or damage to their property is deemed limited by Minnesota Statutes sections 604A.20 to 604A.27. Grantee's liability is subject to the provisions, exclusions and limitations of the Minnesota Tort Claims Act.
4. Grantors warrant that they are lawfully seized of the premises described above in fee simple and have good right to convey the same and warrant to the Grantee, its successors and assigns that they shall defend the title thereto against all persons who may lawfully claim the same.
5. The Grantee is granted an easement for public access to the premises for education, nature observation and research purposes.
6. The Grantee shall have the right to designate and post the premises as a State Scientific and Natural Area consistent with the conditions contained herein. Rights held by the Grantors under the terms and conditions of this easement are not altered by this designation.
7. The Grantee shall have the right to enter upon the premises in a reasonable manner and at reasonable times to assure compliance with the terms of this easement. The Grantee may enforce compliance of the terms and conditions of this easement in law or equity and shall have the right to restore the premises to its condition prior to any violation at Grantors' expense, the right to compensation for damages of whatever nature to the premises, including damage to wildlife and plants and the right to compensation for any legal costs necessary to enforce compliance with the terms of this easement.
8. The Grantee shall have the right to enter upon the premises and undertake prairie management activities, including but not limited to, periodic prescribed burning, periodic mowing of the premises, cutting, removing or destroying trees, shrubs and plants and fencing, and other management activities necessary to maintain and protect the native prairie on said premises. The State will notify the Grantors prior to entering the premises to the extent practical.
9. These conditions shall run with the land, shall be binding on all persons and entities who shall come into ownership or possession of the premises or any part thereof as described herein. Grantors shall notify Grantee in writing at least 30 days prior to the sale or transfer of the premises.

10. No development rights in or to the Premises, or any part thereof which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Premises, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

11. The premises shall remain in unified ownership and shall not be subdivided, either legally or physically.

TO HAVE AND TO HOLD THE SAME, to the Grantee, its successors and assigns, forever.

as Trustee of the John W. Drewelow & Floradeen J. Drewelow Irrevocable Trust

John M. Drewelow

JOHN M. DREWELOW,

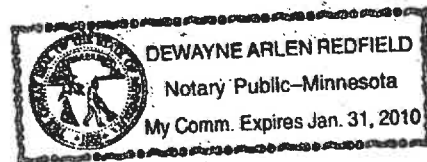
DeAnn Behrens as Trustee of the John W. Drewelow & Floradeen J. Drewelow Irrevocable Trust and DEANN BEHRENS, as Trustees of the John W. Drewelow and Floradeen J. Drewelow Irrevocable Trust dated July 27, 2004

STATE OF MINNESOTA)
COUNTY OF Big Stone) ss.

The foregoing instrument was acknowledged before me this 4 day of April, 2008, by JOHN M. DREWELOW, as Trustee of the John W. Drewelow and Floradeen J. Drewelow Irrevocable Trust dated July 27, 2004, Grantor.

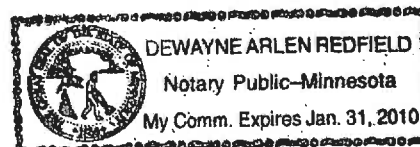
Dewayne Arlen Redfield
Notary Public
My commission expires: 1-31-2010

STATE OF MINNESOTA)
COUNTY OF Big Stone) ss.



The foregoing instrument was acknowledged before me this 4 day of April, 2008, by DEANN BEHRENS, as Trustee of the John W. Drewelow and Floradeen J. Drewelow Irrevocable Trust dated July 27, 2004, Grantor.

Dewayne Arlen Redfield
Notary Public
My commission expires: 1-31-2010



ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by the State of Minnesota, Department of Natural Resources on this 17 day of APRIL, 2008.

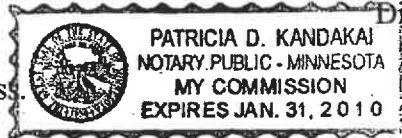
STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES



Marty K. Vadis

MARTY K. VADIS, Director
Division of Lands and Minerals

STATE OF MINNESOTA)
COUNTY OF RAMSEY)



The foregoing instrument was acknowledged before me this 17 day of April, 2008, by MARTY K. VADIS, Director of the Division of Lands and Minerals, on behalf of the State of Minnesota, Department of Natural Resources.

Patricia D. Kandakai

Notary Public

This instrument was drafted by:
SAMANTHA K. JUNEAU
Assistant Attorney General
445 Minnesota Street, #900
St. Paul, MN 55101-2127

AG: #1957829-v1