

0905160

Office of the County Recorder
St. Louis County, Minnesota

Recorded on 07/08/2003
at 3:48 PM

Document No. 00905160

Mark A. Monacelli
County Recorder

By Wendy Levitt, Deputy
AFR 4455

Ream to: Mesabi
AFR # 4455
Cash 50 Chg
wc

No delinquent taxes and transfer entered
this 16th day of June 2003
GORDON D. MCFAUL, ST. LOUIS COUNTY AUDITOR

BY J. Sahfanay
Deputy



DO NOT REMOVE

UNITED STATES DEPARTMENT OF AGRICULTURE

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farm Service Agency (FSA), United States Department of Agriculture, CONVEYS and QUITCLAIMS to **James A. Eisner and Karen M. Eisner, husband and wife as joint tenants, 2223 Alango Rd., Cook, MN 55723, Grantee, for the sum of Forty-Two Thousand and no/100 Dollars (\$42,000.00)** all interest in the following described real estate situated in the County of St. Louis, State of Minnesota, to-wit:

The Southeast Quarter of the Northwest Quarter (SE1/4 of NW1/4), the South Half of the Northeast Quarter (S1/2 of NE1/4), and the East Half of the Southeast Quarter (E1/2 of SE1/4), all in Section Five (5), Township Sixty-two North (62N), Range Nineteen West (19W).

350 -10 -740, 690, 700, 790 + 820

The above property being conveyed is subject to the attached Exhibit 1 "Conservation Easement Reservations in the United States".

This deed is executed and delivered pursuant to the provisions of the accepted offer dated August 1, 2002, authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

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Dated 9/4/02

UNITED STATES OF AMERICA (Grantor)

By [Signature]

John Monson, State Executive Director, Farm Service Agency,
successor in interest to the Farmers Home Administration
State of Minnesota
United States Department of Agriculture

Tax statements for the property described in this statement should be sent to:

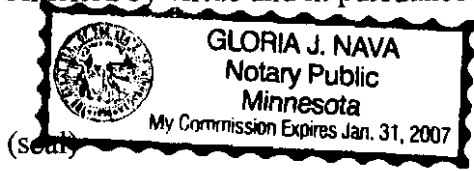
Mr. and Mrs. James A. Eisner
2223 Alango Rd.
Cook, MN 55723

ACKNOWLEDGMENT

This deed is exempt from realty transfer tax pursuant to M.S.A. 287.22F.

STATE OF MINNESOTA)
) SS:
COUNTY OF Itkin)

On this 4th day of September, 2002, before me personally appeared John Monson, to me known to be the person who executed the foregoing instrument, and to me known to be the State Executive Director for the State of Minnesota, Farm Service Agency, successor in interest to the Farmers Home Administration, United States Department of Agriculture, and acknowledged that this person executed the foregoing instrument as the free act and deed of the United States of America by virtue and in pursuance of authority duly conferred upon that person.



[Signature]
Notary Public

My commission expires
1-31-07

This document was drafted by the Office of the General Counsel, United States Department of Agriculture, Washington, DC.

Exhibit 1 to Quitclaim Deed dated

September 4, 2002

James A. Eisner and Karen M. Eisner**From the United States of America****CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES**

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is delineated on the map attached hereto as Exhibit A, and described as follows:

68.05 acres in SE1/4NW1/4, S1/2NE1/4, and E1/2SE1/4 all in Section 5, Township 62, Range 19 of St. Louis County, Minnesota.

The exact legal description is attached as Exhibit B.

Without limiting the general and specific rights of access in paragraph III-A for access to the easement area, a right of way for easement management access over the property conveyed by this deed as follows:

East Half of Southeast Quarter (E1/2 of SE1/4), South Half of Northeast Quarter (S1/2 of NE1/4), Southeast Quarter of Northwest Quarter (SE1/4 of NW1/4), Section Five(5), Township Sixty-two(62), Range Nineteen(19).

The above right of way shall be sufficiently wide (not to exceed 16 feet) to accommodate access by vehicles and equipment deemed necessary or desirable by the easement manager for easement management. In the event that the location of a road or trail becomes impractical due to erosion, Acts of God, or other cause, said location can be reasonably adjusted to accommodate access in accordance with the rights of paragraph III-A herein.

II. COVENANTS BY THE LANDOWNER.

- A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.
- B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding, and related activities; or (8) diverting or affecting the natural flow of surface or the underground waters into, within, or out of the easement area.
- C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all Federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

- A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.
- B. The right but not the obligation to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

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- C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.
- D. The right but not the obligation to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.
- E. The right to conduct predator management activities.
- F. The right but not the obligation to construct and maintain fences in order to prevent or regulate grazing or other type of encroachment on the easement area.
- G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.
- H. The right to exclude landowner and/or public entry, if such entry is deemed to pose a threat to fish and wildlife or their habitat.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

- A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

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- B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

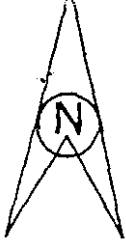
V. GENERAL PROVISIONS.

- A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Natural Resources Conservation Service of the United States Department of Agriculture. Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.
- B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.
- C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.
- D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land recorded of the respective county in which the property is located.
- E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.
- F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.
- G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

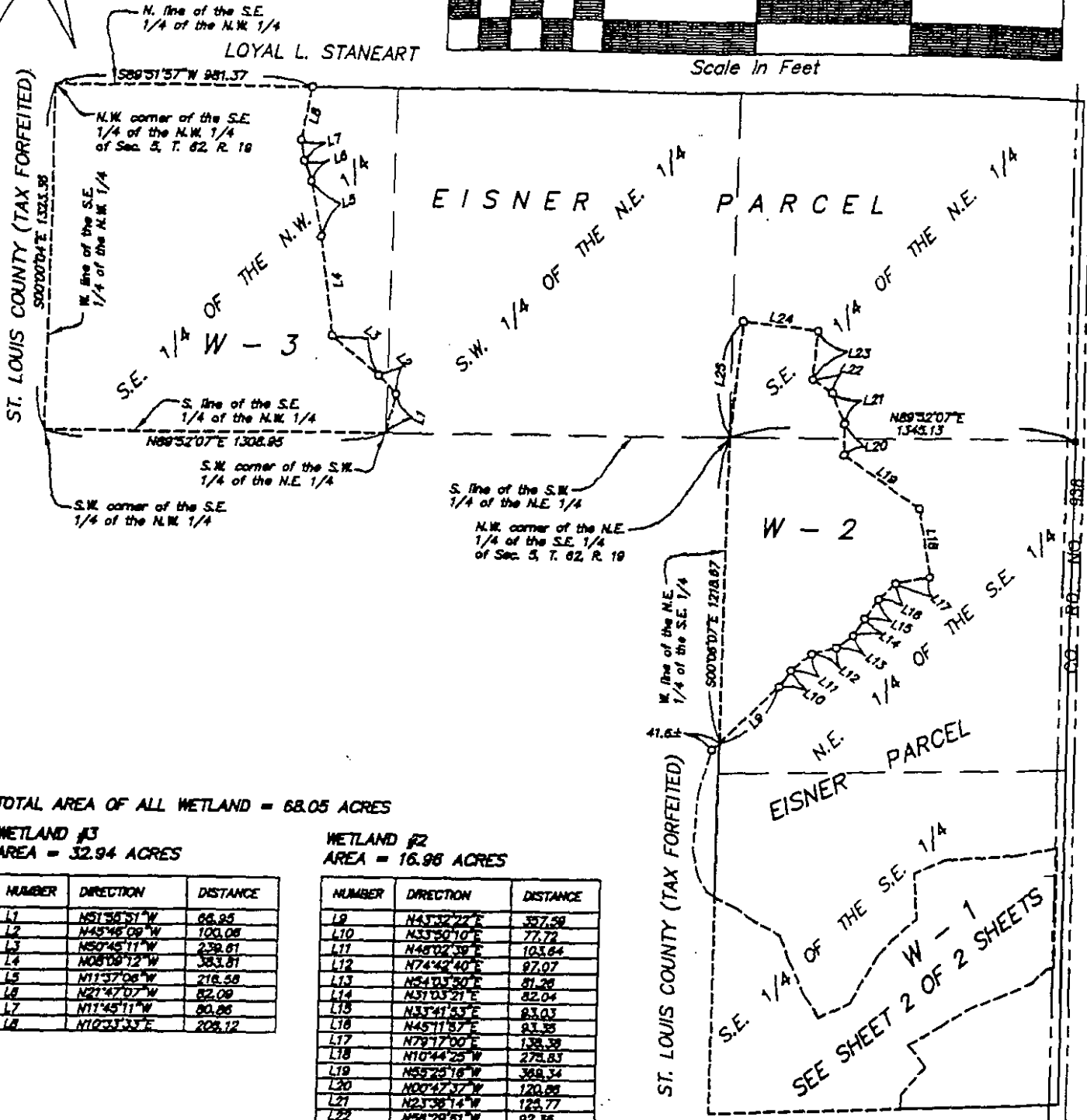
- H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement [except that the power to release or modify, in any manner, the terms of this easement may be exercised only by a designated employee of the United States Department of Agriculture. Any such succession or assignment of authority must be by express written language, and no power to modify or release all or part of the easement may be inferred from or implied by the conduct of any individual, entity or governmental entity. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

EISNER PARCEL
FIELD TOWNSHIP
ST. LOUIS COUNTY, MINNESOTA

0905160



Scale in Feet



TOTAL AREA OF ALL WETLAND = 68.05 ACRES

WETLAND #3
AREA = 32.94 ACRES

WETLAND #2
AREA = 16.98 ACRES

NUMBER	DIRECTION	DISTANCE
L1	N51°56'51"W	66.85
L2	N45°46'09"W	100.08
L3	N50°45'11"W	238.81
L4	N08°09'12"W	383.81
L5	N11°37'06"W	218.58
L6	N21°47'07"W	82.08
L7	N11°45'11"W	80.86
L8	N10°33'33"E	208.12

NUMBER	DIRECTION	DISTANCE
L9	N43°32'27"E	357.59
L10	N33°50'10"E	77.72
L11	N48°02'39"E	103.84
L12	N74°42'40"E	87.07
L13	N54°03'50"E	81.28
L14	N51°03'21"E	82.04
L15	N33°41'53"E	83.03
L16	N45°11'57"E	83.35
L17	N79°17'00"E	138.38
L18	N10°44'25"W	278.83
L19	N59°25'16"W	368.34
L20	N00°47'37"W	120.88
L21	N21°36'14"W	125.77
L22	N58°28'51"W	82.35
L23	N04°19'36"E	180.15
L24	N83°14'36"W	287.00
L25	S04°37'40"W	448.26

MONUMENTATION:
● monument found in place
○ iron pipe set and marked
R.L.S. No. 14343



Web Site:
www.ottoassociates.com
9 West Division St.
Buffalo, MN 55313
Ph: (763)682-4727
Fax: (763)682-3522

I hereby certify that this Survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Edward J. Otto 2/01/01
Edward J. Otto, L.S. #14343 Date

0905160

*UNITED STATES OF AMERICA ACTING THROUGH
FARMERS HOME ADMINISTRATION*

DESCRIPTION
OF THE

Conservation Easement for FmHA Inventory Property

EISNER PARCEL

St Louis, Minnesota

Containing 68.05 Acres

Description Prepared By:

EDWARD J. OTTO, L.S.
OTTO ASSOCIATES, ENGINEERS AND LAND SURVEYORS, INC.
Minnesota License No. 14343

February 1, 2001

DESCRIPTION OF THE
Conservation Easement for FmHA Inventory Property

The following described tract of land is located in St. Louis County, Minnesota, approximately 3 miles North and 5 miles West of the town of Cook, Minnesota, and being part of the land described as follows:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter all in Section 5, Township 62, Range 19.

- W-1** That part of the Southeast Quarter of the Southeast Quarter of Section 5, Township 62, Range 19, St. Louis County, Minnesota, described as follows:
Beginning at the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence on an assumed bearing of North 00 degrees, 06 minutes, 07 seconds East along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 852.75 feet; thence South 61 degrees, 43 minutes, 24 seconds East, a distance of 82.49 feet; thence South 54 degrees, 32 minutes, 34 seconds East, a distance of 85.09 feet; thence South 60 degrees, 56 minutes, 51 seconds East, a distance of 122.14 feet; thence South 19 degrees, 56 minutes, 29 seconds East, a distance of 111.84 feet; thence a distance of South 25 degrees, 54 minutes, 01 seconds East, a distance of 141.99 feet; thence South 32 degrees, 38 minutes, 08 seconds East, a distance of 103.62 feet; thence North 64 degrees, 22 minutes, 58 seconds East, a distance of 132.40 feet; thence North 29 degrees, 37 minutes, 03 seconds East, a distance of 224.71; thence North 43 degrees, 22 minutes, 58 seconds East, a distance of 82.38 feet; thence North 48 degrees, 33 minutes, 51 seconds East, a distance of 116.98; thence North 04 degrees, 11 minutes, 27 seconds West, a distance of 180.45 feet; thence North 65 degrees, 48 minutes, 09 seconds East, a distance of 130.64 feet; thence North 86 degrees, 07 minutes, 51 seconds East, a distance of 279.84 feet; thence North 79 degrees, 08 minutes, 27 seconds East, a distance of 160.41 feet; thence South 00 degrees, 03 minutes, 32 seconds West, a distance of 474.18 feet; thence South 79 degrees, 14 minutes, 42 seconds West, a distance of 28.56 feet; thence South 43 degrees, 53 minutes, 21 seconds West, a distance of 71.18 feet; thence South 66 degrees, 54 minutes, 08 seconds West, a distance of 140.71 feet; thence South 69 degrees, 23 minutes, 53 seconds West, a distance of 114.70 feet; thence South 57 degrees, 53 minutes, 49 seconds West, a distance of 139.46 feet; thence South 59 degrees, 02 minutes, 25 seconds West, a distance of 150.48 feet; thence South 38 degrees, 56 minutes, 18 seconds East, a distance of 110.88 feet; thence South 39 degrees, 53 minutes, 54 seconds West, a distance of 147.96 feet; thence South 00 degrees, 37 minutes, 52 seconds East, a distance of 52.13 feet to the South line of said Southeast Quarter of the Southeast Quarter, thence South 87 degrees, 51 minutes, 29 seconds West along said South line 737.75 feet to the Point of Beginning.
- W-2** That part of the Northeast Quarter of the Southeast Quarter the Southeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 5, Township 62, Range 19, St. Louis County, Minnesota described as follows:
Beginning at the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees, 06 minutes, 07 seconds West along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 1218.67 feet; thence North 43 degrees, 32 minutes, 22 seconds East, a distance of 316.04 feet; thence North 33 degrees, 50 minutes, 10 seconds East, a distance of 77.72 feet; thence North 48 degrees, 02 minutes, 39 seconds East, a distance of 103.64 feet; thence North 74 degrees, 42 minutes, 40 seconds East, a distance of 97.07 feet; thence North 54 degrees, 03 minutes, 50 seconds East, a distance of 81.26 feet; thence North 31 degrees, 03 minutes, 21 seconds East a distance of 82.04 feet; thence North 33 degrees, 41 minutes, 53 seconds East, a distance of 93.03 feet; thence North 45 degrees, 11 minutes, 57 seconds East, a distance of 93.35 feet; thence North 79 degrees, 17 minutes, 00 seconds East, a distance of 138.38 feet; thence North 10 degrees, 44 minutes, 25 seconds West, a distance of 275.83 feet; thence North 55 degrees, 25 minutes, 16 seconds West, a distance of 369.34 feet; thence North 00 degrees, 47 minutes, 37 seconds West, a distance of 120.86 feet; thence North 23 degrees, 36 minutes, 14 seconds West, a distance of 125.77 feet; thence North 56 degrees, 29 minutes, 51 seconds West, a distance of 92.35 feet; thence North 04 degrees, 19 minutes, 36 seconds East, a distance of 190.15 feet; thence North 83 degrees, 14 minutes, 58 seconds West, a distance of 287.00 feet; thence South 04 degrees, 40 minutes, 34 degrees West, a distance of 449.26 feet to the Point of Beginning.

W-3 That part of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 5, Township 62, Range 19, St. Louis County, Minnesota described as follows:
Beginning at the Southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 13 degrees, 42 minutes, 16 seconds East, a distance of 155.60 feet; assuming that the South line of said Southwest Quarter of the Northeast Quarter bears North 89 degrees, 52 minutes, 07 seconds East; thence North 45 degrees, 46 minutes, 09 seconds West, a distance of 100.06 feet; thence North 50 degrees, 45 minutes, 11 seconds West, a distance of 239.61 feet; thence North 08 degrees, 09 minutes, 12 seconds West, a distance of 383.81 feet; North 11 degrees, 37 minutes, 06 seconds West, a distance of 216.58 feet; thence North 21 degrees, 47 minutes, 07 seconds West, a distance of 82.09 feet; thence North 11 degrees, 45 minutes, 11 seconds West, a distance of 80.86 feet; thence North 10 degrees, 33 minutes, 33 seconds East, a distance of 206.12 feet to the North line of said Southeast Quarter of the Northwest Quarter; thence South 89 degrees, 51 minutes, 57 seconds West along said North line, a distance of 981.37 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter thence South 00 degrees, 00 minutes, 04 seconds East along the West line of said Southeast Quarter of the Northwest Quarter a distance of 1323.36 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter, thence North 89 degrees, 52 minutes, 07 seconds East along the South line of said Southeast Quarter of the Northwest Quarter, a distance of 1308.95 feet to the Point of Beginning.

ST. LOUIS COUNTY RECORDER

MARK A. MONACELLI, COUNTY RECORDER

P.O. Box 157, Duluth, MN 55801-0157

Telephone 218-726-2677

ABSTRACT FILING REQUEST

AFR # 4785

Date 6-13-03

Client file 8879

Name _____

Address _____

Return to MESABI ABSTRACT COMPANY

**613 Missabe Bldg.
227 West 1st Street
Duluth, MN 55802**

Phone (____) _____

Fax (____) _____

Amount enclosed _____

Check _____

Cash _____

Dep. Acct. _____

Return: Mail _____

Pick-Up

Other (specify) _____

06252003

Signature Pallich Law Firm

Record Order	Documents--Prioritized	Other services for this doc.	File in Torrens?	Space Below for Recorders's Use Only				
				CW	CC	WC	DT & MT	Rec & SC
²⁸⁸ 1	GCD	Well Cert				30	DT MT	15 5
²⁸⁹ 2	mtg						DT MT	
3							DT MT	
4							DT MT	
5							DT MT	
6							DT MT	
7							DT MT	

Checks for filing fees should be payable to: COUNTY RECORDER.

Checks for deed, mortgage or real estate taxes or division fee should be payable to: COUNTY AUDITOR.

Note: Documents presented with this request are not filed until they are fully processed in the office of the COUNTY RECORDER.

For RECORDER's Use Only.		Do Not Write In this Box	
Return <u>M 37</u>	Status <u>H</u>	Deposit Acct.# _____	Coded <u>9</u> Logged _____
R.E. on _____	\$ _____	Div. on _____	\$ _____
DOCUMENT# From <u>0905160</u>	To <u>0905161</u>		