

----- (Above Space is Reserved for Recording Information) -----

EASEMENT

1. For the sum of one dollar and other valuable consideration, and as a condition to the issuance of Rice Creek Watershed District ("District") permit number 16-076 issued pursuant to the duly adopted rules of the District, the City of Blaine, a home charter city of the State of Minnesota ("Grantor"), hereby conveys to the District, a political subdivision of the State of Minnesota with powers and purposes set forth at Minnesota Statutes Chapters 103B and 103D, and to its successors and assigns, an easement on and under the parcel lying in Anoka County, Minnesota, and legally described as follows:

That part of the north 330 feet of the south 2030 feet of the East Half of the Southeast Quarter of Section 11, Township 31, Range 23, Anoka County, Minnesota lying westerly and southwesterly of the following described line:

Commencing at the northeast corner of said East Half of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 05 minutes 57 seconds West, along the east line of said East Half of the Southeast Quarter, a distance of 615.26 feet to its intersection with the north line of said south 2030 feet of said East Half of the Southeast Quarter; thence South 89 degrees 54 minutes 16 seconds West, along said north line of the south 2030 feet, a distance of 364.25 feet to the point of beginning of the line to be described; thence South 12 degrees 01 minute 09 seconds East a distance of 30.02 feet; thence South 23 degrees 32 minutes 52 seconds East a distance of 48.98 feet; thence South 14 degrees 39 minutes 47 seconds East a distance of 54.72 feet; thence South 20 degrees 04 minutes 08 seconds East a distance of 16.41 feet; thence South 58 degrees 56 minutes 16 seconds East a distance of 26.97 feet; thence southwesterly, southeasterly and northeasterly a distance of 205.73 feet along a non-tangential curve concave to the northeast, having a radius of 67.00 feet, a central angle

of 175 degrees 56 minutes 32 seconds and a chord that bears South 45 degrees 50 minutes 45 seconds East; thence South 52 degrees 19 minutes 18 seconds East, not tangent to said curve, a distance of 130.47 feet to the south line of the north 330 feet of said south 2030 feet of the East Half of the Southeast Quarter and said line there terminating.

("Burdened Property").

2. Attachment A, appended hereto and incorporated herein, legally describes and delineates the area subject to this easement ("Easement Area"). This easement grants the District and its authorized representatives the right in perpetuity to enter the Easement Area to monitor, modify and maintain hydrological and vegetative conditions, including the right to:

- a. Alter land contours and realign channels within the Easement Area.
- b. Direct and redirect surface water flows; flood or drain lands, wholly or partly; and otherwise preserve surface flows through the Easement Area. This does not include the right to increase flood elevation, drain or redirect surface flows on or across any lands outside of the Easement Area.
- c. Install, operate, maintain and remove structures to manage water flow and water elevation.
- d. Plant, remove and otherwise manage vegetation through means including but not limited to mowing, weeding, use of approved herbicides and controlled burns.
- e. Install, maintain and remove sign or markers identifying Easement Area boundaries or describing terms applicable to the Easement Area.
- f. Install, operate, maintain and remove equipment to sample or monitor soils, surface water or groundwater, including appurtenances such as power supply for the equipment.
- g. Ingress and egress, equipment staging and use, material stockpiling and other actions as reasonably necessary or convenient for the work described.

Notwithstanding the foregoing, the District may exercise a right granted under this section 2 only with Grantor's prior written approval or pursuant to other source of legal authority.

3. Grantor also conveys to the District and its authorized representatives the right to cross and recross the Burdened Property to reach the Easement Area. The route will be determined through mutual consultation, but will provide a reasonable means of access. If a route cannot be mutually determined after reasonable effort, the District may cross and recross in a manner that minimizes disruption and damage to the Burdened Property. The District will repair or compensate Grantor for any damage to the Burdened Property.

4. Grantor reserves all rights and privileges associated with ownership of the Burdened Property except as specifically provided in this easement. Grantor will not place any structure or improvement within, on or under the Easement Area; remove, destroy, cut, mow or otherwise alter vegetation within the Easement Area, or apply fertilizers, herbicides or pesticides on or to the Easement Area; fill, excavate or otherwise alter land contours within the Easement Area; or place waste material, including waste vegetation, permanently or temporarily within the Easement Area. Notwithstanding, Grantor may:

- a. With prior written approval of District staff, construct or install a structure or improvement for passive use of or recreation within the Easement Area;
- b. Build, maintain and replace typical agricultural fences on and over the Easement Area if surface flows are not restricted;
- c. Include the Easement Area or a part thereof within a subdivision as permitted by local ordinance for lot size or density purposes, provided that no alteration or development is permitted within the Easement Area except as elsewhere herein allowed, and no right conveyed to the District by this easement is diminished;
- d. With prior written approval of District staff, install utility system components including, without limitation, water, sewer, power, fuel, and communications lines and related facilities;

e. With prior written approval of District staff, manage vegetation to prevent or control infestation, noxious weeds, disease, fire, personal injury or property damage, or to improve the hydrological function and value of the water resources within or associated with the Easement Area.

f. With the District's prior written approval, implement a management plan, action or improvement with the principal purpose to preserve or enhance the water and other natural resources within or adjacent to the Easement Area, or to serve public educational and passive recreational purposes.

5. No one other than Grantor holds any right, title or interest in the Easement Area or any part thereof.

6. This easement extends only to the District, its successors and assigns, and their authorized representatives, and grants no right of access to the Burdened Property to any other party or member of the public. Nothing in this easement restricts the City's authority to allow public use of the site in conjunction with and in accordance with the terms of a management plan, action or improvement under paragraph 4.f, above.

7. This easement is unlimited in duration without being re-recorded, and will run with and burden the Burdened Property and bind Grantor, Grantor's successors and assigns, and all those who use the Burdened Property by right of the Grantor in perpetuity. This easement is appurtenant to the surface waters and related water resources lying on and proximate to the Burdened Property and the protection of which lies within the mandate and authority of the District pursuant to Minnesota state statutes.

8. This easement may be amended only by a duly recorded instrument executed by the District and Grantor, or their successors or assigns. Specifically, but not exclusively, the easement may be amended to redefine the Easement Area in the event that future development on the Burdened Property, and the application of District rules to that development, result in an adjustment of the buffer edge that forms the boundary of the Easement Area.

IN WITNESS WHEREOF, this ____ (Day) ____ day of ____ (Month) ____, 2017.

(Grantor's Legal Signature)

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this (Day) day of (Month), 2017, by Grantor's Full Legal Name) [marital status if individual(s)].

(Notary Signature with Seal)
Notary Public

IN WITNESS WHEREOF, this (Day) day of (Month) , 2017.

(District's Legal Signature)

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this (Day) day of (Month), 2017, by Grantor's Full Legal Name) [marital status if individual(s)].

(Notary Signature with Seal)
Notary Public

This Document was Drafted By:
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