

----- (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 19-036 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:

The South 123.38 feet of the North Half of the Northeast Quarter of Section 11, Township 31, Range 23, except the West 1170 feet of said Northeast Quarter, and the North 176.62 feet of the South Half of the Northeast Quarter of Section 11, Township 31, Range 23, except the West 1170 feet of said Northeast Quarter, EXCEPT Parcel 48, Anoka County Highway Right-of-Way Plat No. 61. ("Burdened Property").

2. Attachment A, appended hereto and incorporated herein, 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.

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;
 - f. Access and maintain Blaine Municipal Well 19 and all associated appurtenances located within the Easement Area as permitted under District Permit #19-036;
 - 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.
5. No one other than Grantor [identify any other parties holding interests affecting the Easement Area, for which a consent & subordination agreement must be executed and attached] 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.
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. 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.

IN WITNESS WHEREOF, this _____ day of _____, 2019.

Tom Ryan, Mayor, City of Blaine

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tom Ryan, Mayor, City of Blaine.

Notary Public

IN WITNESS WHEREOF, this _____ day of _____, 2019.

Rice Creek Watershed District

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

Notary Public

This Document was Drafted By:
City of Blaine
10801 Town Square Drive

Blaine, MN 55449