

ATTACHMENT 1 to Quitclaim Deed dated  
April 26, 1994 to  
Gary R. Walsh and Paula R. Walsh  
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(s) attached hereto as Exhibit A, and is described as follows:

TRACT 1

That part of the Northwest Quarter of Section 17, Township 127, Range 37, Douglas County, Minnesota described as follows:

Commencing at the northeast corner of said Northwest Quarter; thence North 87 degrees 34 minutes 25 seconds West, assumed bearing, 456.32 feet along the north line of said Northwest Quarter to the point of beginning; thence continuing North 87 degrees 34 minutes 25 seconds West 2026.35 feet along said north line of the Northwest Quarter to the east line of the Soo Line Railway Company Railroad; thence South 2 degrees 40 minutes 52 seconds West 320.04 feet along said east line of the Soo Line Railway Company Railroad; thence South 87 degrees 34 minutes 25 seconds East 2026.35 feet; thence North 2 degrees 40 minutes 52 seconds East 320.04 feet to the point of beginning.

together with

TRACT 2

Commencing at the northeast corner of said Northwest Quarter; thence North 87 degrees 34 minutes 25 seconds West 2482.67 feet to the east line of the Soo Line Railway Company Railroad; thence South 2 degrees 40 minutes 52 seconds West 767.04 feet along said east line of the Soo Line Railway Company Railroad to the point of beginning; thence continuing South 2 degrees 40 minutes 52 seconds West 571.09 feet; thence South 86 degrees 29 minutes 45 seconds East 755.72 feet; thence North 4 degrees 24 minutes 45 seconds East 581.51 feet; thence North 87 degrees 16 minutes 02 seconds West 773.21 feet to the point of beginning.

together with

### TRACT 3

That part of the Southwest Quarter of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter, all in Section 17, Township 127, Range 37, Douglas County, Minnesota, described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North 87 degrees 58 minutes 47 seconds West, assumed bearing, 1337.57 feet along the south line of said Northeast Quarter to the southeast corner of said Southwest Quarter of the Northeast Quarter, the point of beginning; thence North 1 degree 13 minutes 19 seconds East 1325.51 feet along the east line of said Southwest Quarter of the Northeast Quarter to the northeast corner thereof; thence North 87 degrees 58 minutes 30 seconds West 728.09 feet along the north line of said Southwest Quarter of the Northeast Quarter; thence South 1 degree 02 minutes 25 seconds West 1119.09 feet; thence South 84 degrees 22 minutes 22 seconds East 278.44 feet; thence South 12 degrees 21 minutes 16 seconds East 422.64 feet; thence South 58 degrees 40 minutes 51 seconds West 187.17 feet; thence South 24 degrees 40 minutes 30 seconds West 64.47 feet; thence South 14 degrees 38 minutes 42 seconds West 106.10 feet; thence South 0 degrees 31 minutes 30 seconds East 334.14 feet; thence South 40 degrees 42 minutes 11 seconds West 77.15 feet; thence South 16 degrees 08 minutes 18 seconds West 468.84 feet to the south line of said Northwest Quarter of the Southeast Quarter; thence South 88 degrees 07 minutes 42 seconds East 716.13 feet along said south line of the Northwest Quarter of the Southeast Quarter to the southeast corner thereof; thence North 1 degree 11 minutes 12 seconds East 1333.31 feet along the east line of said Northwest Quarter of the Southeast Quarter to the point of beginning.

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:

All that part of the Northwest Quarter (NW 1/4) lying East of the Railroad right-of-way; Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4); Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4); Northwest Quarter of the

Southeast Quarter (NW 1/4 SE 1/4) and Parcel 4 of Douglas Co. W. A. No. 6, all being in Section 17, Township 127 North, Range 37 West.

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 or under the control of the landowner, including: cutting or mowing; cultivation; grazing; harvesting wood products; burning; placing of refuse, wastes, sewage, or other debris; draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or diverting or affecting the natural flow of surface or 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.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided:

- 1.) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;
- 2.) the easement manager shall consult with the landowner to determine the need for and the scope of fencing; and
- 3.) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

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 to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right 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 to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the easement area.

#### 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 et seq.. 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.

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 Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). 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 records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

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. 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.

OFFICE OF COUNTY RECORDER }  
County of Douglas, Minn. } SS

I hereby certify that the within instrument was filed in this office for record on the 12th day of May A.D. 1994 at 4:00 o'clock P.M. and was duly recorded as

Doc No

138742

**MICROFILMED**

County Recorder

UNITED STATES OF AMERICA ACTING THROUGH FARMERS HOME ADMINISTRATION  
 CONSERVATION EASEMENT FOR FMHA INVENTORY PROPERTY  
 TASK ORDER NO. 1

DOUGLAS COUNTY, MINNESOTA  
 62.48 ACRES (MORE OR LESS)

APR 1 1993

LARRY A. DIDIER,

TRACT 1  
 14.89 AC.

TRACT 2  
 10.11 AC.

RICHARD E. &  
 PATRICIA DITTES

TRACT 3  
 37.48 AC.

RICHARD A. & GERALDINE CARTER

EAST LINE OF THE 500  
 LINE RAILROAD COMPANY

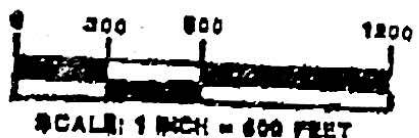
NW 1/4

SW 1/4 OF  
 NE 1/4

NW 1/4 OF  
 SE 1/4

SW COR. OF  
 THE NW 1/4, SEC. 17

THE BASIS OF  
 BEARINGS ASSUMED  
 THE SOUTH LINE  
 OF THE SOUTHEAST  
 QUARTER BEARS  
 N87°58'47"W



- ⊙ DENOTES CAST IRON MONUMENT
- DENOTES FOUND IRON MONUMENT
- DENOTES 1/2" IRON PIPE MONUMENT
- SET AND CAPPED PLS NO. 15087

S 1/4 COR.,  
 SEC. 17-187-37

I hereby certify that this survey, plan plat, preliminary plat or report 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.

*[Signature]*

16097      MAR 31 1993      E93016      4444  
 Reg. No.      Date      Job No.      Book No.

FILED MAY 1 2 '94 AT 4 P. M.

138742

DARLENE CHERMAK, COUNTY RECORDER