

Receipt:# 511196

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Return to:
DCA TITLE
1250 N FRONTAGE ROAD
HASTINGS MN 55033

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Recorded on: 8/7/2017 11:53 AM

By: SJS, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

RECORDED IN ORDER
AS SHOWN ON
TRANSMITTAL

22

**PERMANENT NATURAL AREA CONSERVATION EASEMENT
BETWEEN THE COUNTY OF DAKOTA AND
MJFH SMITH FAMILY LIMITED PARTNERSHIP
TRACT No. 426**

This grant of a permanent Natural Area Conservation Easement (hereinafter referred to as the "Easement") is made and entered this 1st day of June, 2017, by MJFH Smith Family Limited Partnership (hereinafter referred to as the "Grantor"), having an address at P.O. Box 3087, Burnsville, MN 55337 and the County of Dakota (hereinafter referred to as the "Grantee"), a political subdivision of the State of Minnesota, having a mailing address at 1590 Highway 55, Hastings, Minnesota 55033, as set forth herein.

1.0 RECITALS.

1.1. Land Ownership. Grantor is the fee simple owner of approximately 64 acres, more or less, of real property (hereinafter referred to as the "Property") located in Dakota County, Minnesota.

1.2. Qualified Organization. Grantee is a qualified political subdivision under the laws of the State of Minnesota and is authorized by Minnesota Statute §375.18, subd.12 to acquire development rights in the form of a conservation easement under Minnesota Statute Chapter 84C; and is an organization qualified under Section 170(h) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated there under, to receive qualified conservation contributions.

1.3. Protected Property. Grantor is willing to grant an Easement on approximately 7.4 acres of the Property, legally described in **Exhibit A**, and generally depicted in **Exhibit A-1** attached hereto (hereinafter referred to as the "Protected Property").

- A. The Protected Property is located in the eastern, developing portion of the City of Lakeville.
- B. The Protected Property includes 1,420 feet of the principle tributary to North Creek and consists of 5.8 acres of floodplain and 1.6 acres of cultivated land.
- C. There are no existing improvements on the Protected Property.
- D. The Protected Property is currently used as a buffer to the tributary and for row-crop-cultivation.
- E. The Protected Property is a component of/consistent with a habitat corridor identified in the Metro Conservation Corridors, the Regional Park and Greenway System Plan, the North Creek Regional Greenway Master Plan, and the Dakota County Natural Areas Protection Plan. An adjoining 100-foot wide, 4.5-acre County Park Conservation Area is being acquired by Dakota County for a future regional greenway trail. The corridor extends north to a Dakota County natural area conservation easement and a city park and extends to the south to contiguous parcels owned by the cities of Lakeville, Apple Valley and Farmington and Dakota County.

- F. The scenic attributes of the Protected Property include the surface water and adjoining natural vegetation which is visible from 173rd Street West on the north and Cedar Avenue from the west.
- G. The public does not have access to the Protected Property without the landowners' permission. The Grantee has legal, physical access to monitor the Protected Property.
- H. The Protected Property is located in an area experiencing increasing residential development.
- I. The Protected Property is also important because it protects and improves habitat and water quality by strategically widening the recreational corridor

The Protected Property and this Easement are subject to the following encumbrances:

- J. Building and zoning laws, ordinances, State and Federal Regulations
- K. Utility, drainage and other easements and documents of record
 - i. Permanent Utility and Temporary Construction Easement with rights to ingress and egress contained in Deed recorded in Book 284 at page 496.
 - ii. Permanent Utility Easement and Temporary Construction easement recorded as Document No. 425283.
 - iii. Utility easement shown in Document No. 1568922.

1.4. Conservation Values. The Protected Property, as outlined above, has significant natural, scenic, aesthetic, scientific, and educational values (individually and collectively, referred to as the "Conservation Values"), that provides "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h) (4) (A) (ii) of the Internal Revenue Code and in the regulations promulgated thereunder. These Conservation Values have not been and are not likely to be significantly impaired by the continued use of the Protected Property as described above or as authorized in this Easement; or by the use, maintenance of any structures and improvements that presently exist on the Protected Property; or that are authorized below. Preservation and protection of these Conservation Values will provide significant benefit to the public. Grantor and Grantee are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity for the benefit of this and future generations. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current landowner and all future owners of the Protected Property.

1.5. Conservation Policy. Protection of the Conservation Values of the Protected Property is consistent with and will further governmental policies, including those established by the following:

- A. Article XI, Section 15 of the Minnesota Constitution established the Outdoor Heritage Fund (hereinafter referred to as the "OHF"), dedicated for the benefit of Minnesotans, to restore, protect, and enhance wetlands, prairies, forests, and habitat for fish, game, and wildlife. Minnesota Statutes Section 97A.056 governs the OHF.
- B. Minnesota Statutes Chapter 103A, which promotes protection of the state's waters and their adjacent lands and Section 103A.206, in particular, which recognizes the economic and environmental importance of maintaining and enhancing the soil and water resources of the state and the role of private lands in these conservation efforts, to among other reasons, preserve natural resources, protect water quality, preserve wildlife, and protect public lands and waters.
- C. Minnesota Statutes Section 103A.201, which specifically promotes the protection of wetlands and Minnesota Statutes Section 103A.202, which specifically declares that it is in the public interest to preserve wetlands of the state in order to conserve surface waters, maintain and improve water quality, preserve wildlife habitat, reduce runoff, provide for floodwater retention, reduce stream sedimentation, contribute to improved sub-surface soil moisture and enhance the natural beauty of the landscape.

- D. Minnesota Statutes Section 89A.02, which specifically states that it is the policy of the state to pursue sustainable management, use and protection of the state's forest resources to achieve the state's economic, environmental and social goals and to encourage cooperation and collaboration between the public and private sectors in the management of the state's forest resources.
- E. Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational or open space use, protecting natural resources and maintaining or enhancing air or water quality.
- F. Dakota County has adopted a comprehensive and long-term land conservation vision and implementation programs to protect and improve natural areas; productive farmland; shoreland along all rivers, streams and undeveloped lakeshore; regional parks; and multi-purpose regional greenways throughout the County.

1.6. Conservation Intent. Grantor and Grantee are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity for the benefit of this and future generations. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current landowner and all future owners of the Protected Property.

1.7 State Funding. Funding for this Easement has been provided by the Outdoor Heritage Fund (hereinafter referred to as "OHF"), as recommended by the Lessard-Sams Outdoor Heritage Council (hereinafter referred to as the "LSOHC"). Specifically, for this Easement, funding was included in M. L. 2014, Chap. 256, Article 1, Subd. 5(c), under grant number 3-61298, for the purposes of acquiring permanent conservation easements and enhance habitats in rivers and lake watersheds. Grantee is required to record a "Notice of Funding Restriction" that references the initial state funding agreement and Minnesota Statute Section 97A.056.

2.0 GRANT OF CONSERVATION EASEMENT.

For and in consideration of the facts recited above, the mutual covenants, terms, conditions, and restrictions herein contained, and pursuant to the laws of the State of Minnesota, in particular Minn. Stat. Chapter 84C, and in consideration of the payment of Twenty Seven Thousand Three Hundred Dollars (\$27,300.00) to Grantor, Grantor hereby grants and conveys unto Grantee, and its successors and assigns forever an Easement in perpetuity that runs with the Protected Property consisting of specific terms and conditions as set forth herein.

3.0 EASEMENT PURPOSE.

It is the purpose of this Easement to ensure that the Protected Property will be retained forever substantially unchanged from its present condition as natural open space, to protect water quality and to prevent any use that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the purpose of this Easement. However, more restrictive applicable Federal, State or local laws shall prevail in determining permitted uses of the Protected Property.

4.0 COVENANTS AND RESTRICTIONS.

All activities on or uses of the Protected Property must be consistent with the purpose of this Easement. The following activities and uses are expressly prohibited, except as provided in each of the respective sub-sections of this Easement:

4.1. Industrial Use and Development. No industrial use, development or right of ingress or egress across or upon the Protected Property for industrial use is allowed.

4.2. Commercial Use and Development. No commercial use, development or right of ingress or egress across or upon the Protected Property for commercial use is allowed except for forest management, minimal recreational, and/or home business use described and allowed in the Natural Resource Management Plan described in Section 4.5 of this Easement or other use specifically permitted in Sections 4 and 5 of this Easement, or except as incidental to other uses or activities specifically permitted in this Easement.

4.3. Agricultural Use. Approximately 1.3 acres of cultivated land, located outside of the designated floodplain, delineated wetlands and/or the Vermillion River Watershed Joint Powers Organization buffer, may continue to be cultivated for row crop production for up to the end of the 2018 growing season. Construction of agricultural wells, new drainage ditches, or new tiling is prohibited. Cultivation must be in accordance with the NRMP to minimize harmful impacts to the Conservation Values of the Protected Property, as determined by Grantee. Grantor or his tenant may harvest any or all crops from the designated cultivated area and the cultivated area must be planted with soybeans during the final growing season to facilitate future ecological restoration. Use of systemic insecticides or other agricultural inputs that would negatively affect water quality and wildlife, including pollinators, must follow requirements described in Section 4.12. Agricultural use of the remaining 6.1 acres is prohibited.

4.4. Residential Use and Development. No residential use, development or right of ingress or egress across or upon the Protected Property for residential use is allowed.

- A. Grantor shall not divide, subdivide, or partition, either legally or physically, the Protected Property. The Protected Property may be conveyed only in its entirety as a single ownership (joint or undivided) regardless of whether it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

This general provision described above does not prohibit the following:

1. Division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation entity described in Section 7.4 of this Easement.
 2. Boundary line adjustments in the case of technical errors made in the survey or legal description. Any correction or adjustment to the Protected Property boundary must be reviewed and approved by the Grantee.
- B. There are 1.3 acres of development rights on the Protected Property currently allowed by local ordinance. The 1.3 acres of the Protected Property can be used to satisfy land area requirements for other property not subject to this Easement and as allowed by local ordinance, for purposes of calculating building density, transferring development rights, lot coverage, or park dedication under otherwise applicable laws, regulations, or ordinances controlling land use.

4.5. Natural Resource Management Plan. All natural resource management practices on the Protected Property shall be in accordance with a jointly developed and approved preliminary and final Natural Resources Management Plan (hereinafter referred to as the "NRMP"). A preliminary NRMP that describes the current and preferred natural resource conditions, goals and activities for the Protected Property, dated _____, 2017, has been completed and approved by Grantee and Grantor prior to conveying this Easement. The final NRMP which, along with the Agreement, as defined in Section 4.6 of this Easement, must be completed and approved by Grantee and Grantor by the date of closing. Grantee and Grantor agree to consult with one another periodically with respect to updating the NRMP, and further agree that the NRMP may be revised or modified as necessary to reflect changed conditions or circumstances, so as to assure that the original intent and purpose of this Easement are carried out in perpetuity. Grantee shall be responsible for any modifications to the NRMP, which shall not contradict the terms of this Easement, and which shall take effect only upon written agreement by both Grantee and Grantor. Grantee and Grantor will each retain an updated copy of the NRMP.

4.6. NRMP Implementation Implementation of the NRMP shall be in accordance with a Natural Resource Management Agreement (hereinafter referred to as the "Agreement") developed and approved by the Grantor and Grantee. The Agreement shall include a three-year work plan, commencing at the time of final NRMP approval, which describes priority management activities, responsibilities, estimated costs, and schedule for implementing the NRMP during a defined time period. Since Grantor agrees to donate fee title to the Protected Property in the future when the adjoining property to the east owned by the Grantor is developed, the Grantor is not required to provide cash or in-kind services over the three-year period commencing at the time of final NRMP, to implement the NRMP on the Protected Property (hereinafter referred to as the "Contribution"). Except for the fee title Contribution, Grantor shall not be required to contribute any funding or in-kind services for implementing or complying with the NRMP or the Agreement.

Grantor agrees to work cooperatively with partners mutually agreed upon by Grantor and Grantee, to implement the NRMP if partners provide materials and services at no additional cost to Grantor and all activities will follow the NRMP and are approved by the Grantor and Grantee. Grantee and Grantor agree to consult with one another to modify the Agreement as necessary and for developing and approving any subsequent Agreements to assure that the original intent and purpose of this Easement are carried out in perpetuity. Grantee and Grantor shall be responsible for any modifications to the original Agreement and any subsequent Agreement, which shall not contradict the terms of this Easement. The Agreement shall take effect only upon written agreement by both Grantee and Grantor no later than six (6) months after the closing. Grantee and Grantor will each retain an updated copy of the Agreement.

4.7. Buildings, Structures and Improvements There shall be no temporary or permanent buildings, or permanent structures of any kind placed or constructed on the Protected Property, except as set forth below or specifically provided for in the NRMP.

- A. Utility Services – Maintenance, repair, replacement, removal, and relocation of existing electric, gas, and water facilities, sewer lines and/or other public or private utilities, including telephone or other communication services over or under the Protected Property for the purpose of providing electrical, gas, water, sewer, or other utilities to serve improvements outside of the Protected Property for such purposes, is permitted. Grantor shall be allowed to grant or facilitate extension of regional water and sewer utilities that currently exist outside of the Protected Property to be constructed through the Protected Property. Grantor shall not permit or grant easements for new utility transmission or distribution facilities or systems without the written consent of Grantee. Notification and written approval by Grantee is required for any excavation. All other utilities are prohibited on the Protected Property. Following installation and construction, the surface and vegetation shall be restored to a condition consistent with the conservation purposes of this Easement in a timely and appropriate manner.
- B. Roads, Parking Areas, Paths, and Trails – There shall be no building of new roads or other rights-of-way consistent with the preservation of the Protected Property.

Grantor shall ensure that the Protected Property is restored to a condition consistent with the purpose of this Easement in a timely and appropriate manner following any construction, maintenance, repair, replacement, removal, or relocation of any improvements authorized by, or pursuant to, this section.

4.8. Public Access Although the public benefits from this easement through the preservation and protection of the Conservation Values of the Protected Property, nothing contained herein shall be construed as a dedication of title to any portion of the Protected Property to the public, or as affording the general public physical access to any portion of the Protected Property, where no such right existed prior to the conveyance of this Easement.

4.9. Water No hydrological modifications, including alteration or manipulation of natural rivers, creeks and streams, surface or subsurface springs, and shorelines of lakes, ponds, or wetlands, or other surface or sub-surface water bodies on the Protected Property is allowed. Alteration or manipulation to restore or enhance water quality, wildlife habitat, native biological communities or ecological functions,

which are approved in writing by Grantee and consistent with the NRMP described in Section 4.5 of this Easement, if applicable, is allowed. Increased storm water volumes or flow rates to the Protected Property due to changes in the topography, land use, buildings, or drainage systems on and from adjacent or nearby properties after the date of this Easement is not allowed unless it improves the Conservation Values of the Protected Property and is approved in the NRMP. No activities or uses of the Protected Property that cause soil erosion or are detrimental to water quality are allowed. Grantor is responsible for notifying Grantee if there are new storm water or erosion issues on the Protected Property and is responsible for enforcing this provision.

4.10. Topography and Surface Alteration. There shall be no change of the topography of the Protected Property, including ditching, draining, filling or excavation of soil or other material. Surface alterations incidental to any construction or other activities or uses specifically allowed by this Easement shall be allowed provided there is minimal disturbance to the topography, soils and vegetation and shall utilize proper erosion control practices. At the conclusion of any allowed activity, the surface shall be restored in a timely manner to a condition consistent with the Conservation Intent of this Easement.

Alterations to the topography and surface of the Protected Property for the purpose of maintaining, restoring or enhancing wildlife habitat or native biological communities as included in the NRMP described in Section 4.5 of this Easement shall be allowed with prior written approval of Grantee.

4.11. Mining and Extraction. No mining, drilling, exploring for or removal of any minerals, sand, gravel, or rock from the Protected Property is allowed.

4.12. Vegetation Management. Grantor shall maintain the vegetation as permanent vegetative land cover within the Protected Property in compliance with the NRMP as described in Section 4.5 of this Easement. There shall be no removal, destroying, burning, cutting, mowing or altering of trees, shrubs and other vegetation on the Protected Property except as reasonably required to maintain existing improvements, and as provided in the NRMP as described in Section 4.5 of this Easement, or as follows:

- A. **Control of Harmful Insects and Invasive Species** - There shall be no plant or animal species knowingly and willfully introduced on the Protected Property except those native species that are appropriate with the Conservation Values of this Easement and consistent with the NRMP. Activities to prevent or control harmful insects, invasive species, noxious weeds, diseases, personal injury, or property damage are permitted, if provided for in the NRMP as described in Section 4.5 of this Easement.
- B. **Herbicides and Pesticides** - There shall be no application of herbicides or systemic insecticides, neonicotinoids, seeds coated with neonicotinoids or other agricultural inputs that would negatively affect water quality and wildlife, including pollinators, on the Protected Property, except those that are necessary as part of the interim agricultural use of 1.3 acres and approved practices specified in the NRMP. Herbicide and pesticide use must comply with all applicable Federal and State regulations and Best Management Practices. Labeled and approved herbicides and pesticides may be used by spot applications to control State/County-designated noxious weeds, invasive woody species or pest insect infestations, provided their use is designed to minimize the impact on the Conservation Values of the Protected Property. Broadcast spraying of herbicides or pesticides, including aerial applications, is permitted, if known infestation is determined to be a threat to human, animal and/or plant community health, provided that, at a minimum, the following conditions are met: (a) spot treatment is not practical because of the severity of the infestation; (b) the timing of application is scheduled to minimize damage to non-target species; and (c) the type of herbicide or pesticide used has the least impact on non-target species while still being effective in controlling target species.

4.13. Animals. Livestock such as cattle, horses, goats, sheep, llamas, and alpacas shall not be permitted on the Protected Property unless for conservation grazing purposes included in the NRMP as described in Section 4.5 of this Easement. Recreational use of horses by family members, social guests or permitted parties shall be allowed on the Protected Property, so long as the same does not significantly alter or degrade the natural features and ecological functions of the Protected Property, or contradict the

provisions of the NRMP, as determined by Grantee. Domestic dogs and other domesticated animals are permitted on the Protected Property in accordance with local ordinances.

4.14. Motorized Vehicles. Trucks, tractors, all-terrain vehicles, snowmobiles or any other types of motorized vehicles used by family members, social guests or permitted parties shall be allowed on the Protected Property, so long as the vehicle use does not significantly alter or degrade the natural features, ecological functions and scenic qualities of the Protected Property or contradict the NRMP as described in Section 4.5 of this Easement, as determined by Grantee.

This provision is not intended to otherwise limit the use of motorized vehicles on existing roads, trails or driveways permitted under this Easement or in conjunction with construction or maintenance of existing or permitted buildings, structures, roads, trails, other improvements, and for natural resource management. All other motorized vehicle use is prohibited, except for administrative, habitat management, law enforcement, public safety, and emergency purposes.

4.15. Waste Disposal. There shall be no storage, accumulation, processing or disposal of mixed municipal solid waste, demolition debris, industrial waste, unserviceable vehicles, unused equipment, hazardous or toxic substances or other unsightly or offensive material on the Protected Property. Use of the Protected Property for dumping, storing, processing or landfilling solid or hazardous waste is prohibited, including, without limitation, application of municipal sewage sludge and/or bio-solids.

4.16. Signs. Commercial signs, billboards, and outdoor advertising structures may not be displayed on the Protected Property. Informational signage is permitted and is limited to the following purposes:

- A. Displaying the name of the Protected Property;
- B. Announcing the existence of this Easement;
- C. Providing interpretive and directional information;
- D. Providing the name and address of Grantor, Grantee, project partners, and/or funding sources;
- E. Delineating the boundaries of the Protected Property in order to prohibit trespass or hunting or other non-permitted activities;
- F. Providing information with regard to on-site uses and activities permitted by this Easement, for which approval will not be unreasonably withheld, conditioned, or delayed.

For all signs permitted by this section, the location, number, size, and design must not significantly diminish the Conservation Values of the Protected Property, and must be approved by the Grantor and Grantee.

4.17. Outdoor Lighting. No permanent outdoor lighting is allowed on the Protected Property.

5.0 GRANTOR'S RESERVED RIGHTS.

Grantor reserves for itself, its heirs, successors and assigns all rights to use the Protected Property for all purposes that are not expressly restricted or prohibited herein and are not inconsistent with this Easement. Grantor agrees to notify Grantee in writing before exercising any reserved right that may have an adverse impact on the natural characteristics, and the ecological and aesthetic features of the protected Property. Without limiting the applicability of the foregoing, Grantor reserves the following rights:

5.1. Conveyance. Grantor may sell, give, mortgage, lease, bequeath or otherwise encumber or convey all or a portion of the Protected Property. This right to convey the protected Property is subject to the following provisions:

- A. Any deed, lease or other conveyance or encumbrance of the Protected Property, is subject to this Easement.
- B. Grantor will reference or insert the terms of this Easement in any deed or other document by which Grantor conveys title too or any interest in the Protected Property. Grantor will also specify to what extent any rights included in this Easement have been exercised, if at all, and are no longer available for use by the new owner, and which reserved rights are specifically allocated to the property or interest being conveyed.
- C. Grantor shall notify Grantee of any proposed conveyance of title or encumbrance at least fourteen (14) days before closing. Grantor shall also provide Grantee with the name and address of the new owner of the Protected Property and a copy of the deed transferring title within fourteen (14) days of closing in accordance with Section 7.16.
- D. If the Protected Property is owned by a trust, business entity or any common or jointly held ownership, Grantor shall designate a representative authorized to receive notice on behalf of Grantor and provide Grantee with the new name, address and other contact information. Grantor shall notify Grantee of any change in the designated representative and provide Grantee with the new name, address and other contact information within fourteen (14) days after the change.
- E. Grantor will also notify Grantee of any proposed condemnation, or any claim, legal proceeding, foreclosure or other legal action that might affect the title to the Protected Property or the validity or enforceability of this Easement.

5.2. Recreational Activities. Grantor expressly reserves the right to engage in low impact, recreational and educational activities requiring no significant surface alteration of the land and posing no threat to the Conservation Values set herein, such as hiking, cross-country skiing, nature observation or study, bird watching, and other non-intensive recreational activities, and to control access of all persons for these purposes; provided that these activities do not impact the protection and conservation of any animal habitat or other Conservation Values of the Protected Property as determined by Grantee. Use of motorized vehicles for recreational use by family members and social guests shall also be permitted on the Protected Property, so long as the same does not significantly alter or degrade the natural features and ecological functions of the Protected Property or contradict the provisions of the NRMP described in Section 4.5 or use of motorized vehicles included in Section 4.14 of this Easement, as determined by the Grantee.

5.3. Natural Resource Management. The Protected Property may be used to create, maintain, restore or enhance natural resources in accordance with the NRMP described in Section 4.5 of this Easement, as jointly approved by Grantor and Grantee.

5.4. Public Use. Grantor retains the right to permit any public use of the Protected Property consistent with the protection of the Conservation Values of the Protected Property and the terms and restrictions of this Easement, including the restrictions on commercial recreational use described in Section 4.2 of this Easement.

6.0. RIGHTS AND REMEDIES OF GRANTEE.

In order to accomplish the conservation purposes of this Easement, Grantee shall have the following rights and remedies:

6.1. Remedies and Enforcement. In the event that Grantee becomes aware that Grantor is not in compliance with this Easement or the NRMP, Grantee shall give notice to Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Grantor shall work with Grantee to explore and conduct voluntary methods of compliance. Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce by

proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of Grantor set forth herein. Grantee, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period for cure to expire.

Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the conservation purpose of this Easement, whether caused by the acts or omissions of Grantor or third parties.

Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and Grantor waives any bond requirement otherwise applicable to any petition for such relief. Grantee shall have the right to report to regulatory authorities any environmental conditions or any potential or actual violations of environmental laws, including noxious weed laws, with respect to the Protected Property.

In the event either party becomes involved in legal proceedings against the other to enforce such party's respective rights or interests under this Easement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees incurred in connection with any such proceedings, if the non-prevailing party's position is determined to be frivolous by the court.

Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the purpose of this Easement, whether caused by the acts or omissions of Grantor or third parties.

6.2. Right of Entry. Grantee, or its designated representative, shall have the right to enter the Protected Property, in a reasonable manner, with advance notice to Grantor and at reasonable times, for the purpose of ensuring that this Easement and the NRMP required pursuant to Section 4.5 of this Easement are being implemented appropriately, and as needed to exercise its contingent rights, for the following purposes:

- A. Inspecting the Protected Property to determine if Grantor or Grantor's heirs, successors or assigns, are complying with the provisions of this Easement;
- B. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;
- C. With Grantor's approval, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by Grantor. Grantor shall be allowed to participate in all such observations and studies;
- D. Posting signs for the purpose of promoting provisions of this Easement, with Grantor's approval as to the size and location of signs;
- E. Inspecting the Protected Property to determine if Grantor or Grantor's heirs, successors or assigns, are complying with the provisions of the NRMP and Agreement;
- F. Removing invasive plants or animals, as agreed on by Grantor and Grantee. Such activities by Grantee shall not relieve Grantor of the responsibility of removing and controlling invasive species in accordance with appropriate Federal, State and County laws and regulations.

Grantor hereby grants and conveys to Grantee and its successors and assigns forever a right of entry for access to the Protected Property in perpetuity. Grantee will provide advance notice of its need for access and will minimize any damage to Grantor's non-protected property by selecting, at Grantee's sole discretion, appropriate vehicle(s) (if required) and time(s) for obtaining access to the Protected Property. If vegetation is damaged during access by Grantee, Grantee will restore to a condition as nearly

equal as possible to that which existed immediately prior to the entry upon that portion of Grantor's non-protected property where the access is located.

All notices to Grantor under this section may be made either in writing or verbally, at the discretion of the party providing the notice.

6.3. Limitation of Grantee's Rights. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, manager or operator of the Protected Property.

6.4. Monitoring. Upon written or verbal notice to Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the Protected Property, plant and animal populations, plant communities, and natural habitats on the Protected Property. A written summary of findings shall be provided to Grantor.

6.5. Consent to Otherwise Prohibited Activities. Grantee's consent for activities otherwise prohibited or for any activities requiring Grantee's consent under Sections 4 and 5 of this Easement may be given under the following conditions and circumstances: If, owing to unforeseen or changed circumstances, any of the activities listed in Sections 4 and 5 of this Easement are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring Grantee's consent under Section 4 and 5 of this Easement, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee shall make reasonable efforts to respond to such written request within 60 days of receipt by Grantee. Grantee may give its permission only if it determines, in its sole discretion, that such activities: (a) do not violate the purpose of this Easement; and (b) either enhance or do not significantly impair any Conservation Values of the Protected Property. Notwithstanding the foregoing, Grantor and Grantee have no right or power to agree to any activities that would result in the termination of this Easement, that would allow residential, commercial, industrial or other activities not provided for above, or contradicts Minnesota Statute Section 97A 056.

7.0 GENERAL PROVISIONS.

7.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind Grantor, Grantor's heirs, successors and assigns.

7.2. Easement Documentation. Grantor and Grantee agree that the natural characteristics, the ecological and aesthetic features, the physical condition, the present uses, and the Conservation Values of the Protected Property at the time of this Easement conveyance are documented in the Property Report. The Property Report, including reports, maps, photographs and other documentation prepared by Grantee and signed and acknowledged by Grantor and representative of Grantee, establishes the condition of the Protected Property at the time of this Easement conveyance. The Property Report includes without limitation, the status of existing roads, trails, fences, utility systems, small structures storm water conveyance, points of access, types of motorized vehicle use, other allowable uses that would otherwise be restricted by this Easement, and the planned location of signs (if any). The Property Report is not intended to preclude the use of other information and evidence to document the condition of the Protected Property in the event of any future enforcement issue. A copy of the Property Report shall be maintained at the office of Grantee and may be used by Grantee in any enforcement action.

7.3. Grantor Access. Nothing in this Easement shall be construed to preclude Grantor's own right to access all portions of the Protected Property, provided this access does not significantly alter or degrade the natural features and ecological functions of the Protected Property or contradict the provisions of the NRMP described in Section 4.5 of this Easement.

7.4. Assignment. This Easement is in gross and may be assigned or transferred by Grantee, and such transfer shall be duly recorded. Grantee agrees that, if it transfers or assigns its interest in this Easement, the following requirements shall apply:

- A. Ownership of this Easement transfers to the State of Minnesota, if Grantee or successor fails to comply with the terms and conditions of the state funding grant agreement or work/accomplishment plan, or if restrictions are placed on the Protected Property that preclude its use for the intended purpose as specified in the state funding appropriation, as described in Minnesota Statute Section 97A.056.

Grantee or successor may not convey any interest in the Protected Property acquired with the state funding appropriation without the prior review and approval of the LSOHC or its respective successors, as described in Section 1.7.

An approved transferee or assignee will be required to record a "Notice of Funding Restriction" that references the initial state funding agreement and Minnesota Statute Section 97A.056.

- B. The governmental entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.
- C. An approved transferee or assignee will be required to carry out in perpetuity the purpose that this Easement was originally intended to advance.
- D. Grantee will notify Grantor of any assignment within thirty (30) days of the assignment and will provide the Grantor with the name and address of the new holder.

7.5. Dissolution of Grantee. In the event of the dissolution of Grantee, Grantee's interest will be assigned to a governmental entity qualified to hold and monitor this Easement.

7.6. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth below, Grantor agrees that the terms, conditions, restrictions, and purposes of this Easement will either be incorporated by reference or inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or part of the Protected Property. Grantor agrees to notify Grantee of such conveyance in writing by certified mail within fifteen (15) days after closing. If ownership of the Protected Property is transferred from Grantor to another family member or entity due to death, incapacitation or other reason, Grantee shall be notified of any such conveyance in writing by certified mail within thirty (30) days. Upon conveyance of the Protected Property, Grantor is released from all covenants, representations, warranties, and any obligations created by this Easement, save and except liabilities arising solely under Section 7.12 of this Easement herein for actions, conduct or conditions which existed or occurred prior to the date of the conveyance of the Protected Property.

7.7. Amendment. This Easement may be modified or amended by written agreement of the Grantee and Grantor, subject to Minnesota Statute Chapter Section 97A.056 and Grantee's right, in its sole discretion and exclusive judgment, to refuse to agree to any proposed amendment or modification of this Easement, including any amendment in which the following apply:

- A. The amendment is inconsistent with the purpose of this Easement.
- B. The amendment will impair or interfere with the Conservation Values of the Protected Property.
- C. The amendment affects the perpetual duration of this Easement.
- E. The amendment affects the validity of this Easement under Minnesota law or other law.
- F. The amendment creates/results in impermissible private benefit as prohibited by the Internal Revenue Code.

G. Lienholders of existing liens and mortgages will not agree to subordinate their interests to the amended Easement.

Any amendment or modification of this Easement must be in writing and recorded in the same manner as this Easement.

7.8. Extinguishment. Grantor agrees that this grant of Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that this Easement, at the time of this conveyance, bears to the value of the Protected Property as a whole at the time of conveyance. The proportionate value of property rights shall remain a constant fractional share of the unrestricted value of the Protected Property.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, Grantee shall be entitled to a share of the proceeds at least equal to the proportionate value of this Easement described above, as determined by an independent fair market appraisal using the Uniform Standards of Professional Appraisal Practices.

Grantee will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h) (4) (A) (ii) of the Internal Revenue Code, as that section may be amended from time to time, and in regulations promulgated thereunder.

Funding for this Easement was appropriated from the OHF and Grantee will comply with Minnesota Statute Section 97A.056.

- A. Seek approval from the LSOHC to utilize the proceeds, based on the proportional amount of the proceeds based on the same proportional financial contribution for a reasonable equivalent conservation purpose compared to the interest being replaced, or
- B. Reimburse the OHF a proportional amount of the proceeds based on the same proportional financial contribution provided by the ENRTF towards the original acquisition cost.

7.9. Title Warranty. Grantor hereby warrants and represents that Grantor is the fee simple owner of the Protected Property and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances except those of record that have been approved by Grantee, and that Grantee and its successors and assigns shall enjoy all of the benefits derived from and arising out of this Easement. Any present or future mortgage on the Protected Property has been or will be subordinated to this Easement.

7.10. General Indemnification. Grantor shall indemnify and hold harmless Grantee, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but is not limited to any and all acts or omissions of Grantor or Grantor's officers, employees or agents, or breach of any representation, warranty, covenant or agreements contained in this Easement by Grantor or Grantor's officers, employees or agents, or violations of any Federal, State, or local laws, including all Environmental Laws as defined in Section 7.12 of this Easement.

7.11. General Liability Insurance. Grantor will name Grantee as an additional insured on any general liability insurance policy carried by Grantor with respect to the Protected Property. If Grantor provides general liability insurance policy covering the Protected Property that is at least equal to the municipal tort liability limits as defined in state statute as of the date of any insurable claim or loss, with

Grantee named as an additional insured, and with proof of said insurance provided to Grantee, Grantor's liability under this section shall be limited to such policy for matters covered by the policy. The municipal tort liability limit is currently found in Chapter 466, which sets the limit at \$1,500,000 and is subject to future increases by the legislature.

7.12. Environmental Condition and Compliance with Environmental Laws. Grantor represents that to the best of its knowledge, no hazardous substance or materials or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

Subject to the limitations of Grantor's liability contained in Section 7.10 or Section 7.11 of this Easement, Grantor, and Grantor's heirs, successors and assigns shall indemnify, defend and hold Grantee harmless from any liability related to Grantor's representations and warranties in this paragraph or related to the use, deposit or release of any hazardous substance or material or toxic waste on the Protected Property after the date of this Easement.

Grantor represents that to the best of its knowledge, it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

Grantor represents that to the best of its knowledge, there are no notices by any governmental authority of any violation, or alleged violation, of non-compliance or alleged non-compliance with or any liability under any environmental law relating to the operations or conditions of the Protected Property.

Grantor represents that to the best of its knowledge that it has no actual knowledge of a release or threatened release of any hazardous materials on, at, beneath or from the Protected Property. Hazardous materials means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance, which may pose a present or potential hazard to human health or the environment.

Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the use, deposit, release or threatened release of any hazardous materials before, on or after the date of this Easement, on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee at the Protected Property; provided, however, that Grantee shall be responsible for any hazardous materials contributed after this date to the Protected Property by Grantee.

In the event that the successor or assign of the Grantor is a political subdivision of the state covered by Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, the provisions of said Chapter, as may be amended, shall apply to the successor or assign.

7.13. Real Estate Taxes. Grantor agrees to pay any and all real estate taxes, due and payable for the Protected Property in the year 2017, for all prior years, and thereafter so long as the Grantor is the fee owner of the Protected Property and will pay all assessments levied by competent authority on the Protected Property.

7.14. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantee shall have no duty or responsibility to manage or maintain the Protected Property. If, however, the Protected Property is damaged by causes beyond Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons, Grantor and Grantee will meet and seek to arrive at an equitable solution to restore the Protected Property. Grantor shall keep Grantee's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

7.15. Recording. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement. For such purpose, Grantor appoints Grantee as Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

7.16. Definitions of Grantor and Grantee. The terms "Grantor" and "Grantee" as used herein shall be deemed to include, respectively, Grantor, Grantor's heirs, successors, and assigns; and Grantee, its successors and assigns.

7.17. Notices. Excepted as provided below, any notice required by or sent pursuant to this Easement shall be sent by registered or certified mail, return receipt requested, to the following addresses or such addresses as may be specified in writing:

GRANTOR

MJFH Smith Family Limited Partnership
PO Box 3087
Burnsville, MN 55337
952-210-4574
kevko95@gmail.com

GRANTEE

Alan Singer, Land Conservation Manager, or
successor
Dakota County
14955 Galaxie Avenue
Apple Valley, MN 55124
952-891-7001
al.singer@co.dakota.mn.us

However, notice provided by Grantee, or Grantee's designated representative, in exercising its right of entry under Section 6.2 of this Easement may be made to the Grantor either in writing or verbally, at the discretion of Grantee. Grantor shall provide notice of any subsequent transfer in accordance with the provisions of Section 7.6 of this Easement.

7.18. Severability. Each provision of this Easement is severable from any other provision of this Easement. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

7.19. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of Minnesota Statutes Chapter 84C and Section 97A.056. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

7.20. Future Economic Condition. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or any change in any current or future uses of adjacent or nearby properties, shall not constitute a change in the conditions that make it impossible or impractical for preserving and protecting the Conservation Values of the Protected Property and fulfilling the intent of this Easement, and shall not constitute grounds for extinguishing this Easement.

7.21. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. The Grantor agrees to execute or provide any additional documents reasonably needed by Grantee to carry out in perpetuity the provisions and the intent of this Easement, including but not limited to any documents needed to correct any error or mutual mistake, legal description or title matter or to comply with any Federal, State, or local law, rule or regulation.

7.22. Opportunity to Review with Legal Counsel. Grantor has had an opportunity to review the terms of this Easement with Grantor's own legal counsel, whether Grantor has elected to consult with counsel or not. Grantor has read and understands the terms of this Easement and agrees to be bound by its terms.

7.23. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or Protected Property, except that liability for acts or omissions prior to transfer shall survive transfer.

7.24. No Merger. Should Grantee acquire fee title to the Protected Property, no merger shall occur and this Easement and the fee shall continue to be managed as separate estates.

7.25. Counterparts. This Easement may be executed in one or more counterparts and will become effective when one or more of the counterparts have been signed by each of Grantees and Grantors.

-This space intentionally left blank-

To Have and To Hold the above –described Easement to the use, benefit and behalf of Grantee, its successors and assigns forever.

In Witness Whereof, Grantor and Grantee have executed this Permanent Natural Area Conservation Easement this 2nd day of August, 2017.

Grantor

MJFH Smith Family Limited Partnership

By: MJFH, LLC, Its General Partner

By: Mikell Smith

Mikell Smith, Chief Manager

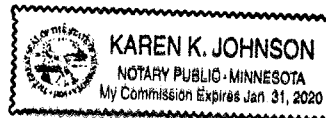
State of Minnesota)

)ss

County of Dakota)

The Foregoing instrument was acknowledged before me this 2nd day of August, 2017, by Mikell Smith, the Chief Manager of MJFH, LLC, which is the General Partner of MJFH Smith Family Limited Partnership, who being duly sworn, represent and warrants that they are authorized by law to execute this Easement, intending to be legally bound thereon.

[Signature]
Notary Public



Dakota County hereby accepts the foregoing Permanent Natural Area Conservation Easement this 26th day of July, 2017.

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DAKOTA COUNTY LAND CONSERVATION PROGRAM

Legal Description of the Natural Conservation Easement on the MJFH Smith Family Limited Partnership Property

A permanent natural area conservation easement over and across that part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 12, Township 114 North, Range 20 West, Dakota County, Minnesota described as follows:

Commencing at the southeast corner of the north 20.00 feet of said South Half of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 42 minutes 49 seconds West, along the south line of said north 20.00 feet, a distance of 834.19 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 42 minutes 49 seconds West, along said south line of the north 20.00 feet, a distance of 43.32 feet; thence southwesterly, a distance of 91.10 feet, along a tangential curve, concave to the southeast, having a central angle of 14 degrees 29 minutes 57 seconds and a radius of 360.00 feet; thence South 75 degrees 47 minutes 14 seconds West, tangent to said curve, a distance of 107.72 feet; thence South 38 degrees 47 minutes 27 seconds East a distance of 311.14 feet; thence South 12 degrees 35 minutes 02 seconds East a distance of 288.02 feet; thence South 24 degrees 17 minutes 02 seconds East a distance of 610.22 feet; thence South 01 degrees 12 minutes 08 seconds West a distance of 174.45 feet to the north line of said Northeast Quarter of the Southwest Quarter; thence continuing South 01 degrees 12 minutes 08 seconds West a distance of 96.74 feet; thence South 53 degrees 58 minutes 40 seconds East a distance of 73.04 feet; thence South 24 degrees 56 minutes 22 seconds East a distance of 135.07 feet; thence South 20 degrees 03 minutes 52 seconds West a distance of 83.44 feet to a hereinafter described "Line A"; thence East along said "Line A" a distance of 88.06 feet; thence North along said "Line A" a distance of 339.57 feet to said north line of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 41 minutes 10 seconds East along said north line of said Northeast Quarter of the Southwest Quarter a distance of 237.48 feet; thence North 26 degrees 11 minutes 40 seconds West a distance of 186.55 feet; thence North 66 degrees 25 minutes 10 seconds West a distance of 170.00 feet; thence North 30 degrees 32 minutes 37 seconds West a distance of 266.57 feet; thence North 17 degrees 21 minutes 25 seconds West a distance of 599.21 feet; thence North 26 degrees 03 minutes 12 seconds West a distance of 285.91 feet to the point of beginning.

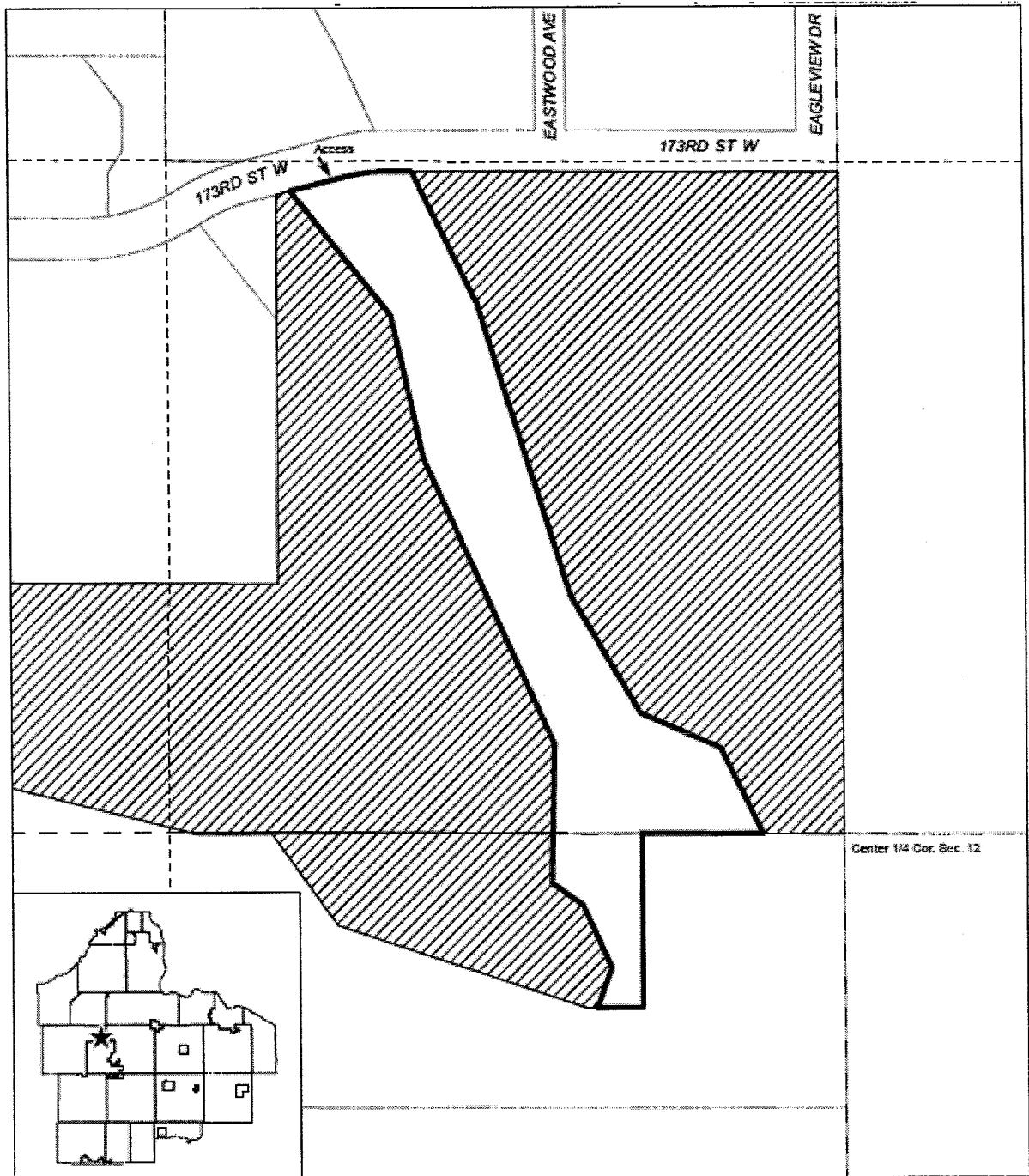
The hereinbefore referenced "Line A" is described as follows:






Commencing at the southwest corner of said South Half of the Northwest Quarter; thence North 00 degrees 15 minutes 17 seconds East along the west line thereof, a distance of 373.14 feet to the point of beginning of said "Line A"; thence East a distance of 85.39 feet; thence South 00 degrees 33 minutes 42 seconds West a distance of 102.00 feet; thence South 76 degrees 45 minutes 34 seconds East a distance of 87.32 feet; thence South 53 degrees 07 minutes 48 seconds East a distance of 170.00 feet; thence South 75 degrees 30 minutes 37 seconds East a distance of 91.92 feet; thence South 87 degrees 24 minutes 08 seconds East a distance of 529.54 feet; thence South 75 degrees 54 minutes 14 seconds East a distance of 463.97 feet; thence East a distance of 145.00 feet; thence South 35 degrees 34 minutes 05 seconds East a distance of 220.06 feet; thence South 71 degrees 33 minutes 54 seconds East a distance of 512.29 feet; thence East a distance of 109.00 feet; thence North, a distance of 339.57 feet to a point on the north line of the North Half of the Southwest Quarter of said Section 12; thence South 89 degrees 41 minutes 10 seconds East 396.37 feet to the northeast corner thereof and said "Line A" there terminating.

Area = 7.4 acres

DAKOTA COUNTY LAND CONSERVATION PROGRAM

**General Depiction of the Natural Area Conservation Easement on the MJFH Smith
Family Limited Partnership Property**



N 
 ● Section Corner ● Quarter Corner  Easement Area  Exception Area  Access Easement  Parcels  Roads

Map Date: 6/5/2017 1 inch = 250 feet