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Office of County Recorder  
County of Martin, Minnesota  
I hereby certify that the within  
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**2019R-441442**

Diane Sanders, Martin Co Recorder

**REC FEE: 46.00**

**PAGES: 11**

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(Westford NPB 18-1, 160801)

**NATIVE PRAIRIE BANK CONSERVATION EASEMENT  
STATE OF MINNESOTA, DEPARTMENT OF NATURAL RESOURCES**

This Native Prairie Bank Conservation Easement, hereinafter referred to as **"Easement"**, is made this 12 day of June, 2019, between Suzanne A. Wright, as Trustee of the Wright Farm Trust under Agreement dated October 8, 2018, hereinafter referred to as the **"Landowner"** and the State of Minnesota, a sovereign body, by and through the Commissioner of Natural Resources, hereinafter referred to as the **"Commissioner"**.

**1. BACKGROUND**

1.1 Protected Property Legal Description. The Landowner warrants that they are the sole owners in fee simple of certain real property located in Martin County, Minnesota, and legally described on **Exhibit A ("Protected Property")**.

1.2 Qualifications of Commissioner. The Commissioner is qualified to hold conservation easements under Minn. Stat. §§ 84C.01-84C.05 and is authorized to hold this Easement under Minn. Stat. § 84.96 in order to preserve the native prairie of the state.

1.3 Protected Property General Description. The Protected Property, in its present state, has significant ecological, scientific, educational, and natural values. These values are of great importance to the Landowner, the Commissioner, and the people of Minnesota. The Protected Property is located within the prairie area of Minnesota, in the Prairie Parkland ecological province. The Protected Property is primarily a tract of original, unplowed native prairie that is threatened by drainage, plowing, over grazing and other incompatible non-prairie uses. The Protected Property will provide for the preservation and conservation of approximately 34.37 acres of southern dry hill native prairie and associated wetland habitats, rare plants, rare animals and other natural features. Their protection in accordance with this conservation easement will yield a significant public benefit and is intended to fulfill one or more of the conservation purposes defined in Section 170(h)(4)(A) of the Internal Revenue Code, as amended.

1.4 Baseline Property Report. The Commissioner has prepared written materials, maps and photographs that set forth the Conservation Values, as defined below, of the Protected Property in more detail (collectively referred to as the **"Baseline Property Report"**). The Landowner acknowledges that the Baseline Property

Report reflects the present condition of the Protected Property and the parties incorporate the Baseline Property Report into the Easement by this reference. Both the Commissioner and the Landowner have a copy of the Baseline Property Report.

1.5 Prairie Stewardship Plan. The Commissioner may provide sustainable management options that protect the ecological values of the native prairie, and identifies the Landowner's goals through a **"Prairie Stewardship Plan"**. Specific 'practice plans' such as a **"Prescribed Burn Plan"**, a **"Prescribed Haying Plan"**, a **"Prairie Reconstruction Plan"**, or a **"Seed Harvest Plan"**, may be included in a comprehensive site level Prairie Stewardship Plan. . Strategies and techniques for monitoring management objectives and overall site conditions can also be included in a Prairie Stewardship Plan.

## 2. CONSERVATION VALUES AND PURPOSE

2.1 Definition of Conservation Values. For the purpose of this Easement, the term **"Conservation Values"** means the scientific and educational opportunities, native prairie lands, native plants and animals (including without limitation rare species and communities), the ecological processes that support them, the water and soil quality, wetlands, riparian and aquatic habitats and the geologic features specifically identified in the Baseline Property Report.

2.2 Purpose. The Landowner and Commissioner agree that the purpose of this Easement is to provide a significant public benefit by:

- 2.2.1 Preserving and protecting in perpetuity the Conservation Values of the Protected Property,
- 2.2.2 Confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values,
- 2.2.3 Prohibiting activities that significantly impair or interfere with these Conservation Values,
- 2.2.4 Providing for remedies in the event of any violation of this Easement,
- 2.2.5 Providing opportunities for research and education,
- 2.2.6 Encouraging the long-term sustainable management of the native prairie,
- 2.2.7 Confining all subsequent management and use of the Protected Property to such activities as are consistent with the purpose and terms of this Easement.

## 3. CONVEYANCE

NOW, THEREFORE, in consideration of the sum of one hundred one thousand four hundred seventy and 55/100 DOLLARS (\$101,470.55), and pursuant to Minn. Stat. § 84.96, the Landowner grants, conveys and warrants to the State of Minnesota, a sovereign body, its successors and assigns, a perpetual conservation easement in and to the Protected Property, according to the covenants, terms, conditions, and restrictions contained herein, including the right to protect the Protected Property in accordance with the terms set forth in this Easement, which shall run with and bind the land in perpetuity.

## 4. RESERVED RIGHTS

The Landowner reserves for itself and its successors and assigns, all rights accruing from the Landowner's ownership of the Protected Property including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Property that are not restricted or limited by the terms and conditions of this Easement, and to sell or transfer the Protected Property subject to this Easement. The Landowner's reserved rights include the right to hunt, fish and trap and to conduct prairie management activities to the extent permitted by the Easement. The Landowner may not exercise this or any other reserved right in a manner that would significantly impair or interfere with the Conservation Values of the Protected Property.

## **5. LANDOWNER COVENANTS AND RESTRICTIONS**

5.1 Vegetation Management. Any management of the Protected Property carried out by the Landowner must be approved by the Commissioner.

5.1.1 Prairie Stewardship Plan. Prior to conducting any management, the Landowner must submit a written Prairie Stewardship Plan for the Protected Property to the Commissioner, and the Commissioner must review and approve such a Plan in writing. The Landowner will not destroy, cut, trim, mow, plant, or remove trees, shrubs, bushes or plants, allow livestock to graze the prairie, or apply pesticides unless the activity is approved of in a Prairie Stewardship Plan that has been approved by the Commissioner. The Commissioner may also approve a single management activity in writing without a Prairie Stewardship Plan existing for the protected property.

5.1.2 Noxious Weed Control. The Landowner will remain responsible for noxious weed control, will control noxious weeds whether or not a Prairie Stewardship Plan has been submitted or approved, and will perform such control in a way that minimizes damage to the Conservation Values of the Protected Property.

5.1.3 Invasive Species. The Landowner is responsible for assuring that their actions will not introduce or spread invasive species.

5.2 Land Use. Any activity on or use of the Protected Property that is inconsistent with the Conservation Values of this Easement is prohibited unless authorized in writing by the Commissioner. The Landowner agrees that there shall be:

5.2.1 No expressed or implied use made of the Protected Property in violation of the protective covenants contained herein.

5.2.2 No topographic changes or alteration of the natural landscape within or upon the Protected Property by excavation, cultivation, drainage, filling, or any other means without a written authorization from the Commissioner. No mining or exploration for minerals is permitted.

5.2.3 No dumping of ashes, trash, junk, rubbish, sawdust, garbage, or offal upon the Protected Property.

5.2.4 No use of the area by motorized vehicles, except by the Landowner, or others under the Landowner's control, as necessary for property management as addressed in the Prairie Stewardship Plan in addition to ATVs for retrieval of a downed big game animal and emergency purposes. Property management is limited to weed control, prairie restoration, fence maintenance, garbage and trash removal, or other activities as specifically provided in the Prairie Stewardship Plan. Any motorized use will be done in a manner that does not damage the vegetation and soil in the area. Motorized vehicles will not be used when and where rutting is likely due to moist or wet soil conditions, in areas where soil erosion is likely to result, or in areas that may lead to the spread of invasive species as identified in the Prairie Stewardship Plan.

5.2.5 No drawing of water from the Protected Property as a source for irrigation.

5.2.6 No camping or fires permitted except that prescribed fires for prairie management purposes may be used with written authorization from the Commissioner.

5.2.7 No residential, commercial or industrial use of the Protected Property, and no agricultural use of the Protected Property except for those uses expressly permitted by Section 5.1 of this Easement.

5.2.8 The Landowners for themselves, their heirs and assigns, reserve the right to maintain, repair, and replace the existing tile lines located within the Protected Property (shown on Exhibit A) upon prior notification of the Commissioner. Said maintenance, repair and replacement to be performed in a manner which will minimize disturbance to the land and vegetation within the Protected Property. The area shall be restored to its former condition as much as possible. Under no circumstances shall the existing tile lines be enlarged, expanded, extended or realigned. Replacement tile line must be non-perforated tile and must be installed by tile-plow or equivalent

– not by cutting wheel, excavation, or similar method. The cost of such construction, maintenance, or repair shall be borne solely by the Landowners, their heirs, successors, or assigns. The Commissioner, its successors or assigns shall not be held responsible for any failure of said tile lines to adequately drain adjacent agricultural lands owned by the Landowner.

5.3 Structures. No structures or improvements, equipment or other items, whether permanent or temporary, can hereafter be constructed or placed on the Protected Property without written authorization from the Commissioner other than:

- 5.3.1 Current Structures. Currently there are no structures on the Protected Property.
- 5.3.2 Fences. Currently there are fences in the interior of the Protected Property. These fences are barbed wire and are further described in the Baseline Property Report. Currently existing fences may be maintained, improved or replaced. Fences may be removed or additional fences may be installed if authorized in writing by the Commissioner.
- 5.3.3 Temporary Structures. The Landowner reserves the right to use portable, temporary structures for the purpose of hunting wild animals during all legal hunting seasons and for nature observation, provided that the structures are nontoxic, and structures left overnight are nonflammable. Portable is defined here as a structure that can be carried in by one or two people, in one trip, on foot, in order to have as little impact to the Protected Property as possible. Portable structures must not restrict prairie management activities on the Protected Property and the Commissioner shall not be responsible for damages to stands resulting from prairie management activities as described in Section 6.2.

5.4 Subdivision. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels for property tax or other purposes.

5.5 Density. No portion of the Protected Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use. No development rights that have been encumbered or extinguished by this Easement may be transferred to any other property.

## **6. AFFIRMATIVE RIGHTS OF THE COMMISSIONER**

6.1 Posting. The Commissioner has the right to designate and post the Protected Property as a Native Prairie Bank Easement and as a State Scientific and Natural Area consistent with the conditions contained in the Easement. Rights held by the Landowner under the terms and conditions of this easement are not altered by posting the Protected Property as a Scientific and Natural Area.

6.2 Right to Enter. The Commissioner has the right to enter the Protected Property in a reasonable manner and at reasonable times. The Commissioner will attempt to give prior notice to the Landowner, or their representative, of entries and shall not unreasonably interfere with the Landowner's use of the Protected Property, except in cases of suspected intended violations.

- 6.2.1 Right to Manage Prairie. The Commissioner has the right to enter the Protected Property to undertake prairie management activities including but not limited to: prescribed burning, periodic mowing, cutting, removing or destroying of trees, shrubs and fencing (other than fences permitted by Section 5.3) in order to maintain and restore the Conservation Values protected by the Easement.
- 6.2.2 Right to Harvest. The Commissioner has the right to enter the Protected Property to harvest seed to use for conservation purposes. If the landowner retains seed harvest rights but chooses not to

harvest seed the Commissioner can harvest seed for conservation purposes under a Seed Harvest Plan.

- 6.2.3 **Right to Monitor and Inspect.** The Commissioner has the right to enter the Protected Property for inspection and monitoring purposes to determine compliance with the terms of this Easement and for enforcement of this Easement.

6.3 **Right of Enforcement.** The Commissioner has the right to enforce by proceedings, at law or in equity, the covenants contained in this Easement, including, but not limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Easement.

- 6.3.1 **Notice.** If the Commissioner becomes aware of an event or circumstance of non-compliance with the terms and conditions set forth in this Easement, the Commissioner will give written notice to the Landowner or its successor, at the address set forth below, of such event or circumstance of non-compliance. Failure by the Landowner to take corrective action as may be requested by the Commissioner within thirty (30) days after receipt of notice, shall entitle Commissioner to bring an action as authorized above.
- 6.3.2 **Remedies.** Remedies available to the Commissioner in enforcing this Easement include the restoration of the Protected Property to its prior or more natural condition; to enjoin such non-compliance by temporary or permanent injunction; and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Commissioner, in his discretion, to corrective action on the Protected Property, if necessary.
- 6.3.3 **Cost of Enforcement.** If a court of competent jurisdiction determines that the Landowner has failed to comply with this Easement, Landowners must reimburse the Commissioner for any reasonable costs of enforcement, including costs of restoration, court costs, and reasonable attorney's fees, in addition to any other payments ordered by such court.
- 6.3.4 **Discretionary Enforcement.** The failure of the Commissioner to enforce any provision of this Easement will not result in a waiver of the subsequent violation of that provision or any other provision of the Easement.
- 6.3.5 **Acts Beyond Landowner's Control.** The Commissioner may not bring any action against the Landowner for any change to the Protected Property resulting from causes beyond the Landowner's control, such as caused by flood, storm, natural deterioration or global warming or actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

## **7. GENERAL PROVISIONS**

7.1 **Acknowledgement of Funding.** Funding for this Easement was provided by Article 11, Section 15 of the Constitution of the State of Minnesota as recommended by the Lessard-Sams Outdoor Heritage Council. Specifically pursuant to the approved work plan as appropriated by Minn. Laws 2016, Chapter 172, Article 1, Section 2, Subdivision 2(f).

DNR is placing this notice of record in accordance with Minnesota Statute section 97A.056, subd. 15, to provide notice of the following: DNR's interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the acquisition of the property. DNR's interest in real property, or any portion of DNR's interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Lessard-Sams Outdoor Heritage Council or its successor. The ownership of DNR's interest in real property transfers to the state if: (1) DNR fails to comply with the terms and conditions of the grant agreement or accomplishment plan; or (2) restrictions are placed on the land that precludes its use for the intended purpose as specified in the appropriation.

7.2 Easement Conveyance. The conveyance of any other easement for any purpose, including but not limited to road or utility purposes, upon or within the Protected Property is prohibited without a written authorization from the Commissioner.

7.3 Liability. Each party will be responsible for its own acts. The Commissioner's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, successor statutes, and other applicable law.

7.4 Taxes. The Landowner agrees to pay all taxes or assessments that may be levied against the Protected Property.

7.5 Sale or Transfer of Protected Property. The Landowner shall notify the Commissioner in writing at least 30 days prior to the sale or transfer of the Protected Property in order to update ownership records at the Department of Natural Resources.

7.6 Amendments. This Easement may be amended by written agreement of the parties hereto, provided that no amendment shall be allowed that will affect the qualification of this Easement under any applicable laws. Any amendment (i) shall be consistent with the Purposes of this Easement, (ii) shall either enhance or shall not impair any significant Conservation Value of the Protected Property, and (iii) so long as the State of Minnesota holds the rights of Grantee hereunder, shall be in compliance with the State of Minnesota's policies and procedures. The Commissioner may, in the Commissioner's sole discretion, withhold its agreement to an amendment of this Easement. Any amendment shall be in writing, shall refer to this Easement by reference to its recording data, shall be signed by Landowner and the Commissioner, shall include the written consent of others as required by law or contract, and shall be recorded in the land records of the county in which the Protected Property is located.

7.7 Property Right. The Landowner agrees that the conveyance of the perpetual Easement gives rise to a property right, immediately vested in the Commissioner, with the fair market value that is at least equal to the proportionate value that the Easement, at the time of the conveyance, bears to the value of Protected Property as a whole at that time. The proportionate value of the Commissioners property rights will remain constant.

7.8 Termination. This Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction and only if an unexpected change in the conditions of or surrounding the Protected Property makes it impossible or impractical to continue to protect the Conservation Values of the Protected Property. If the restrictions of this Easement are extinguished, in whole or in part, by judicial proceedings, when the Protected Property is sold, exchanged or involuntarily transferred, the Commissioner will be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement cited in the preceding provision. The Commissioner shall comply with any applicable law requiring repayment of such proceeds to a constitutionally dedicated fund or other funding source or imposing restrictions on the acquisition of replacement property.

7.9 Notice. Any notice, demand, request, approval, or other communication that either party wishes to or must give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:



Landowner:  
Suzanne A. Wright, Trustee  
12294 Shadywood Street  
Crosslake, MN 56442

State of Minnesota  
Department of Natural Resources  
Scientific and Natural Areas Program  
500 Lafayette Road  
St. Paul, MN 55155

IN WITNESS WHEREOF, the parties have executed this Conservation Easement on this 12 day of June, 2019.

LANDOWNER:

Suzanne A. Wright  
Suzanne A. Wright, as Trustee of the  
Wright Farm Trust under Agreement dated  
October 8, 2018

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF Stearns       )

The foregoing instrument was acknowledged before me this 12 day of June, 2019, by Suzanne A. Wright, as Trustee of the Wright Farm Trust under Agreement dated October 8, 2018, Landowner.



Brittany L. Nosbush  
Notary Public  
My commission expires: 1-31-2022

## ACCEPTANCE BY GRANTEE

The foregoing Conservation Easement is hereby duly accepted by the State of Minnesota, Department of Natural Resources on this 13<sup>th</sup> day of June, 2019.

STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

SUSAN E. DAMON, Acting Director  
Division of Lands and Minerals

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of JUNE, 2019, by SUSAN E. DAMON, Acting Director of the Division of Lands and Minerals, Department of Natural Resources, on behalf of the State of Minnesota.

Notary Public

**This Instrument Was Drafted By:**  
**Brittany Nosebush**  
**MN DNR Lands and Minerals**  
**21371 State Hwy 15**  
**New Ulm, MN 56073**



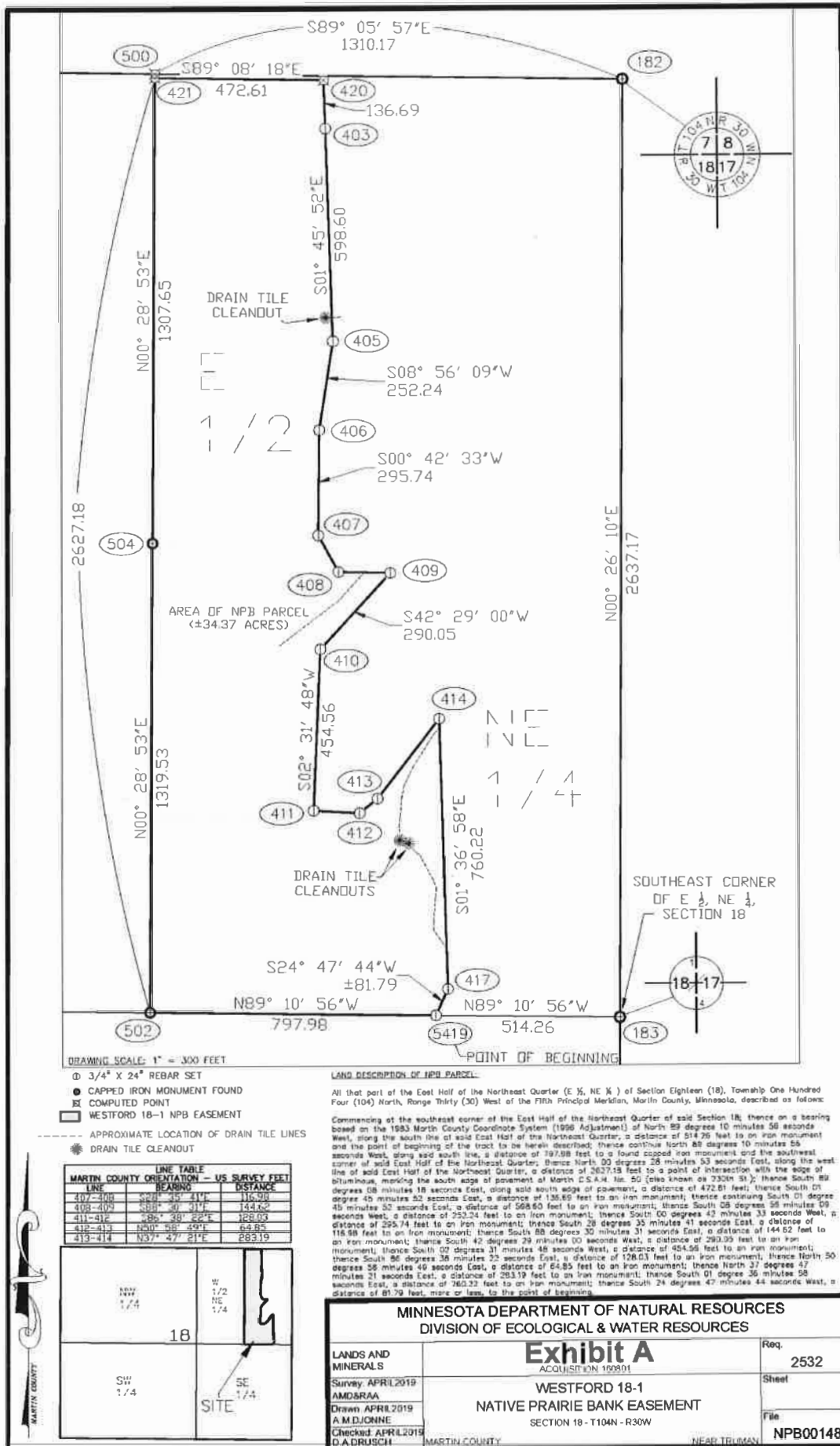


## EXHIBIT A - Protected Property

All that part of the East Half of the Northeast Quarter (E ½, NE ¼ ) of Section Eighteen (18), Township One Hundred Four (104) North, Range Thirty (30) West of the Fifth Principal Meridian, Martin County, Minnesota, described as follows:

Commencing at the southeast corner of the East Half of the Northeast Quarter of said Section 18; thence on a bearing based on the 1983 Martin County Coordinate System (1996 Adjustment) of North 89 degrees 10 minutes 56 seconds West, along the south line of said East Half of the Northeast Quarter, a distance of 514.26 feet to an iron monument and the point of beginning of the tract to be herein described;

thence continue North 89 degrees 10 minutes 56 seconds West, along said south line, a distance of 797.98 feet to a found capped iron monument and the southwest corner of said East Half of the Northeast Quarter; thence North 00 degrees 28 minutes 53 seconds East, along the west line of said East Half of the Northeast Quarter, a distance of 2627.18 feet to a point of intersection with the edge of bituminous, marking the south edge of pavement of Martin C.S.A.H. No. 50 (also known as 230<sup>th</sup> St.); thence South 89 degrees 08 minutes 18 seconds East, along said south edge of pavement, a distance of 472.61 feet; thence South 01 degree 45 minutes 52 seconds East, a distance of 136.69 feet to an iron monument; thence continuing South 01 degree 45 minutes 52 seconds East, a distance of 598.60 feet to an iron monument; thence South 08 degrees 56 minutes 09 seconds West, a distance of 252.24 feet to an iron monument; thence South 00 degrees 42 minutes 33 seconds West, a distance of 295.74 feet to an iron monument; thence South 28 degrees 35 minutes 41 seconds East, a distance of 116.98 feet to an iron monument; thence South 88 degrees 30 minutes 31 seconds East, a distance of 144.62 feet to an iron monument; thence South 42 degrees 29 minutes 00 seconds West, a distance of 290.05 feet to an iron monument; thence South 02 degrees 31 minutes 48 seconds West, a distance of 454.56 feet to an iron monument; thence South 86 degrees 38 minutes 22 seconds East, a distance of 128.03 feet to an iron monument; thence North 50 degrees 58 minutes 49 seconds East, a distance of 64.85 feet to an iron monument; thence North 37 degrees 47 minutes 21 seconds East, a distance of 283.19 feet to an iron monument; thence South 01 degree 36 minutes 58 seconds East, a distance of 760.22 feet to an iron monument; thence South 24 degrees 47 minutes 44 seconds West, a distance of 81.79 feet, more or less, to the point of beginning.



(Above Space is Reserved for Recording Information)

(Westford NPB 18-1, 160801)

Mortgagee's Consent to Easement

Date: 6-10, 2019

The undersigned is the holder of a Mortgage given by Suzanne A. Wright, a single person, as mortgagor, to Security State Bank of Aitkin, as mortgagee, dated February 18, 2010, recorded on March 2, 2010, as Document No. 2010R-402807, in the Office of the County Recorder in and for Martin County, Minnesota. The Mortgage was subsequently modified in the Modification of Mortgage dated February 25, 2013, recorded February 27, 2013, as Doc. No. 2013R-416331 and the Modification of Mortgage dated February 26, 2018, recorded February 28, 2018, as Doc. No. 2018R-436242. Said mortgage covers the lands described in the attached easement for the purposes contained therein granted by Suzanne A. Wright, as Trustee of the Wright Farm Trust under Agreement dated October 8, 2018, as Grantor, to the State of Minnesota, as Grantee. The undersigned hereby consents to the granting of the attached easement and agrees that the lien of the above-mentioned mortgage shall be subordinate to such easement.

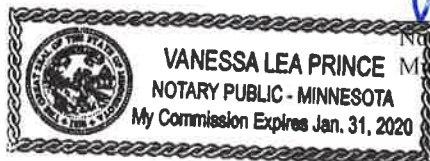
Security State Bank of Aitkin

By [Signature]  
Print Name Jonathan T. Passer  
Its CLO

STATE OF MINNESOTA )  
COUNTY OF Aitkin ) ss.

The foregoing instrument was acknowledged before me this 10 day of June, 2019, by Jonathan T. Passer, the Commercial Loan Officer of Security State Bank of Aitkin, on behalf of Security State Bank of Aitkin.

This instrument was drafted by:  
Brittany L. Nosbush  
21371 State Hwy 15  
New Ulm, MN 56073



Vanessa Lea Prince  
Notary Public  
My Commission expires: 1-31-2020