

Perpetual RIM Easement (08/24)

Easement # _____

REINVEST IN MINNESOTA PERPETUAL CONSERVATION EASEMENT
STATE OF MINNESOTA | BOARD OF WATER & SOIL RESOURCES

This conservation easement ("Easement") is made this _____ day of _____ 20____,
by and between _____
("Grantor"), and the STATE OF MINNESOTA, acting by and through the Board of Water and Soil Resources
("State").

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA (RIM) RESOURCES LAW, Minnesota Statutes Sections 103F.501-535, 84.95, and 84C.02, and other applicable law, authorize the State to acquire conservation easements on eligible lands; AND

WHEREAS the State is authorized to establish conservation practices to protect soil and water quality, to enhance fish and wildlife habitat, to sequester carbon, and to minimize damage to flood-prone areas, on conservation easements; AND

WHEREAS, the Grantor is the owner of eligible land, including marginal land, riparian land, pasture land, land in a sensitive groundwater area, and/or drained or existing wetlands and/or cropland adjacent to these lands, or other land defined as "eligible land" under Minnesota Statutes Section 103F.515, and desires to convey such lands as a perpetual conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantor, for themselves, their heirs, successors and assigns, in consideration of the sum of _____ DOLLARS (\$_____), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth and in Minnesota Statutes Section 103F.501-535 and all rules adopted thereto, over and upon land situated in _____ County, Minnesota.

The land encumbered by said Easement is described in the attached **Legal Description** and depicted on the attached **Exhibit A** (collectively "Easement Area"), both of which are incorporated herein by this reference. Said Easement Area consists of a total of _____ acres, of which _____ acres are not monetarily compensated

but are subject to the terms of the Easement. The Grantor will be responsible for obtaining all necessary signatures to convey the Easement to the State.

No rights are granted to the general public for access to or entry upon the lands described herein.

FURTHER, the Grantor represents and warrants that there are no hazardous substances, pollutants or contaminants in or on the Easement Area, and that the Grantor, their heirs, successors or assigns shall not place any toxic or hazardous substances, pollutants, or contaminants in or on the Easement Area.

FURTHER, the following rights are conveyed to the State: to monitor and enforce the terms of this Easement that are intended to preserve and protect the conservation values of the Property; and to enter the Property at reasonable times to monitor the terms of this Easement and to enforce the terms of this Easement to prevent any activity or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of areas or features that may be damaged by any inconsistent activity or use.

FURTHER, the Grantor, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the Easement Area from a public road to allow authorized agents of the State to enter upon the Easement Area for the purpose of inspection and enforcement of this Easement. Access shall be over and across areas specified on the attached Legal Description and Exhibit A, or, if not specified therein, established over the most reasonably direct and convenient route between the Easement Area and a public road.

FURTHER, the Grantor, for themselves, their heirs, successors and assigns warrant that they:

1. Shall establish and maintain vegetative cover and structural practices in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Maintenance includes any necessary replanting of vegetative cover and repair of structures. Any amendment to the Conservation Plan shall be mutually agreed to, in writing, by the landowner, the SWCD, and the State.
2. Shall post the boundaries of the Easement Area and maintain all signs and posts indicating the location of the Easement Area for the duration of the Easement.
3. Shall be responsible for and allowed to perform repairs and inspections necessary to maintain existing drainage systems within the Easement Area. Any such repairs and inspections are subject to Minnesota Statutes chapter 103E, applicable legal agreements (if any), and other provisions of this Easement.
4. Shall be responsible for the restoration of the Easement Area to the condition described in the Conservation Plan after any alteration or maintenance to an existing drainage system or public utility.
5. Shall allow only the State or its authorized agents to manage and control water levels associated with wetlands on the Easement Area.
6. Shall not appropriate water from any existing or restored wetlands within the Easement Area without prior written consent of the State and obtaining all necessary permits.
7. Shall not produce agricultural crops on the Easement Area, except as provided in the Conservation Plan approved by the State for wildlife management purposes. Interim land uses established prior to the recording of this Conservation Easement may be continued until the end of the current growing season of the year this Easement is recorded.

8. Shall not remove or harvest any trees on the Easement Area, except as provided in the State approved Conservation Plan for forest management and wildlife habitat improvement purposes.
9. Shall not hay or graze livestock on the Easement Area unless specifically approved by the State as part of a prescribed grazing plan. Farmed cervidae are considered livestock and not wild animals for purposes of this Easement. Interim grazing land use established prior to the recording of this Easement must be terminated no later than 60 days after the recording date of this Easement.
10. Shall not place, erect, or construct structures, nor place any materials, substances or objects, on the Easement Area, except as provided in the State approved Conservation Plan.
11. Shall be responsible for noxious weed control by complying with Minnesota Statute Section 18.78 and emergency control of pests as necessary to protect the public health.
12. Shall not use any wetland areas restored under this easement for environmental regulatory or wetland mitigation purposes required under federal or state law.
13. Shall not use the property for dumping, storage, processing or landfill of solid or hazardous wastes, including municipal sewage sludge and/or bio-solids application.
14. Shall not spray chemicals or mow, except as necessary to comply with noxious weed control laws or emergency pest control, or as approved by the State for conservation management purposes.
15. Shall not extract or mine any gravel, rock, topsoil or minerals from the site by surface or subsurface mining.
16. Shall not alter wildlife habitat, natural features, or other management practices on the Easement Area except for as described in the Conservation Plan, or with the prior written approval of the State.
17. Shall notify the State in writing of the name(s) and address(es) of the new owner(s) within 30 days after the conveyance of all or part of the title or interest in the land described herein.
18. Shall pay when due all taxes and assessments, if any, that may be levied against the Easement Area.
19. Shall undertake the protection and management of the Easement Area in accordance with the conditions set forth in this Easement and the Conservation Plan.
20. Shall agree that the rights, title, interests, and prohibitions created by this Easement constitute things of value to the State of Minnesota. If there is any failure of the Grantor to comply with any of the provisions of this Easement, the State of Minnesota or other delegated authority shall have any legal or equitable remedy provided by law and the right: 1) To enter upon the Easement Area to perform necessary work to maintain the function and performance of established practices as part of an approved conservation plan and for prevention or mediation of damages to the Easement Area or adjacent areas; and, 2) To assess all expenses incurred by the State of Minnesota (including any legal fees or attorney fees) against the Grantor, to be owed immediately to the State of Minnesota.
21. Shall indemnify and hold harmless the State of Minnesota, its employees, agents, and assigns from any and all liabilities, claims, and any other expenses (whether legal or equitable in nature and including, without limitation, court costs, and attorneys' fees) to which the State of Minnesota may be subject or incur relating to the Easement Area, including but not limited to those which may arise from Grantor's

negligent acts, omissions, or breach of any representation, warranty, or agreement contained in this Easement, or violations of any federal, state, or local laws.

22. Other provisions: None.

FURTHER, this Easement shall be enforceable by the State as provided in Minnesota Statute Section 103F.515, Subd. 9, Minnesota Statutes Section 84C.03, and/or by such other relief as may be authorized by law. If any provision of this Easement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be duly executed.

GRANTOR SIGNATURE(S) AND ACKNOWLEDGMENT(S)

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

(Notary Stamp or Seal)

Notary Signature _____

Commission expires on _____

Instrument Drafted By: Board of Water and Soil Resources, 520 Lafayette Rd., St. Paul, MN 55155