

## CONSERVATION EASEMENT

This is a CONSERVATION EASEMENT granted by Contractor Property Developers Company, a Minnesota corporation, (the “Owner”) to the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota (the “Trust”).

### RECITALS:

- A. OWNER. The Owner is the current owner of approximately 127 acres of real property located in Washington County, Minnesota. That real property is more fully described below as the “Protected Property.”
- B. PROTECTED PROPERTY. The Protected Property is that real property legally described in Exhibit A and generally depicted on the “Property Map” in Exhibit B. Both exhibits are attached to this Easement and incorporated by this reference.

The Protected Property currently consists of agricultural fields, a small wetland, a small degraded oak savanna, and a small prairie planting. There are presently no improvements on the Protected Property.

The Protected Property is part of a proposed residential conservation development known as “Inspiration”, to be developed by the Owner, which will consist of approximately 75 acres of single family homes and multifamily housing to be surrounded by the Protected Property.

The Owner intends to restore the Protected Property’s agricultural fields to prairie and oak savannah and woodlands. The Owner further intends to convey the Protected Property to the City of Bayport after restoration, subject to this Easement. The City of

Bayport plans to manage the Protected Property as open space with public trails connecting it to adjacent properties.

Adjacent to the Protected Property are the St. Croix Savanna Scientific and Natural Area, the Bayport Wildlife Management Area, and the City of Bayport Barker's Alps Park. The Protected Property overlooks the St. Croix River along the Lower St. Croix National Scenic Riverway.

C. **MINNESOTA LAND TRUST.** The Minnesota Land Trust is a non-profit corporation organized and operated exclusively for charitable and educational purposes, including the preservation and protection of land in its natural, scenic or other open space condition. The Trust is a public charity as defined in Sections 501(c) (3) and 509(a) of the Internal Revenue Code and an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.

D. **CONSERVATION VALUES.** The Protected Property has the following natural, scenic and open space qualities of significant importance:

- Agricultural fields, grasslands and woodlots on the Protected Property provide a hospitable habitat buffer for the adjacent protected lands (St. Croix Savanna Scientific and Natural Area, the Bayport Wildlife Management Area and the City of Bayport Barker's Alps Park).
- Agricultural fields, grassland areas and woodlots on the Protected Property present a typical rural Minnesota vista to the public traveling along Stagecoach Trail.
- Future planned restoration of the Protected Property's agriculture areas to grasslands, savanna and woodlands will provide enhanced habitat links between adjacent protected lands (St. Croix Savanna Scientific and Natural Area, the Bayport Wildlife Management Area and the City of Bayport Barker's Alps Park).
- The Protected Property provides permanent open space in a residential setting.

Collectively, these natural, scenic and open space qualities of the Protected Property comprise its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the use, maintenance or construction of those structures and improvements that presently exist on the Protected Property or that are authorized below.

E. **CONSERVATION POLICY.** Preservation of the Protected Property will further those governmental policies established by the following:

- 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.

- City of Bayport City Council Resolution Number 04-30, which supports the preliminary plat approval for the Inspiration conservation development.
- Minnesota Laws 2003, Chapter 128, Article 1, Section 9, Subdivision 5b, which provides funding to protect important natural areas in the metropolitan region.
- City of Bayport City Council Resolution Number 04-29, which approves an amendment to the City of Bayport Comprehensive Plan to change the zoning of the Protected Property from Industrial to Mixed-density Residential.

F. **CONSERVATION INTENT.** The Owner and the Trust are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current Owner and all future owners of the Protected Property and that conveys to the Trust the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

#### **CONVEYANCE OF CONSERVATION EASEMENT:**

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the facts recited above and the mutual covenants contained herein, the Owner hereby conveys and warrants to the Trust and its successors and assigns a perpetual conservation easement over the Protected Property.

This conservation easement consists of the following rights, terms and restrictions (the "Easement"):

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property identified above by confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- Preserving a natural habitat link between the St. Croix Savanna Scientific and Natural Area, the Bayport Wildlife Management Area and the City of Bayport Barker's Alps Park.
- Providing quality habitat for terrestrial wildlife and plants.
- Preserving the open and natural character of the Protected Property for scenic enjoyment by the general public from Stagecoach Trail.

2. LAND USE RESTRICTIONS. Any activity on or use of the Protected Property that is inconsistent with the purposes of this Easement is prohibited. This prohibition specifically includes any intrusion or future development that would interfere with the essential scenic quality of the Protected Property or the visual enjoyment of the open and natural character of the Protected Property by the general public.

Except as specifically permitted in paragraph 3 below and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

- 2.1 Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed except for the limited public use within the building envelope specifically permitted in paragraph 3 below.
- 2.2 Agricultural Use. No agricultural use of the Protected Property is allowed. This includes tiling, plowing, commercial cultivation of row crops, livestock grazing or production, haying or feedlots.
- 2.3 Residential Development. No residential use or development of the Protected Property is allowed.
- 2.4 Right of Way. No right of way shall be granted across the Protected Property in conjunction with any industrial or commercial use or residential development of other land not protected by this Easement, except for necessary rights of way included in the plat of Inspiration conservation development to be platted in the City of Bayport, Washington County, Minnesota, and a road connecting the development with the St. Croix Savanna Scientific and Natural Area in a location generally depicted in the Property Map in Exhibit B.
- 2.5 Mining. No mining, drilling, exploring for or removing of any minerals or fossil fuels from the Protected Property is allowed.
- 2.6 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 or is treated as separate parcels for property tax or other purposes.

This provision does not, however, prohibit the division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation organization described in paragraph 6.1 of this Easement.

- 2.7 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 other otherwise applicable laws, regulations or ordinances controlling land use other than the Inspiration conservation development. No development rights that have been

encumbered or extinguished by this Easement may be transferred to any other property.

2.8 Structures and Improvements. No temporary or permanent buildings, structures, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically authorized in paragraph 3 or as set forth below:

- a. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Easement and the adjacent Inspiration conservation development. This includes, without limitation, all systems and facilities necessary to provide electricity, gas, communication, water, sanitary sewer, storm water and other public utility services, but does not permit communication towers, wind turbines, or similar structures, without the prior written approval of the Trust.

Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall be restored in a timely manner to a condition consistent with the conservation purposes of this Easement.

- b. Signs and Monuments. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes. Entrance monuments of a design and scale consistent with the natural and restored surroundings may be placed along the roads at the entrance to the Inspiration conservation development.
- c. Roads and Trails. No roads or other rights of way may be established or constructed on the Protected Property without the prior written approval of the Trust, the Owner, and the City of Bayport.

Paths or foot trails may be established on the Protected Property for non-motorized recreational uses in those areas generally depicted on the Trail Plan attached to this Easement and incorporated by this reference as Exhibit C. These trails may be open to the general public upon transfer of fee title to the Protected Property to the City of Bayport.

The existing snowmobile trail located partially on the Protected Property and generally depicted on the attached Exhibit C shall not exceed 20 feet in width.

- d. Fences. Existing fences may be maintained, improved, replaced or removed. Additional fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the

Protected Property, or as needed in carrying out activities permitted by this Easement.

- e. Outdoor Lighting. In order to minimize sky glow or light pollution originating on the Protected Property, any outdoor light fixtures must minimize light emitted above the plane of the horizon of such fixtures through the use of earthward directed or full cut-off fixtures or lamps with single or minimal-color light sources, or other equally effective fixtures designed to minimize light pollution.

2.9 Topography and Surface Alteration. No alteration or change in the topography of the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to the development of the Inspiration residential conservation community or as incidental to activities or uses specifically permitted by this Easement, including, but not limited to, installation of structures and improvements authorized in paragraphs 2.4, 2.8, 2.11, 3.2, 3.3, and habitat restoration specifically permitted in paragraph 3.4.

2.10 Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

- a. In conjunction with habitat management as specifically permitted in paragraph 3.4 below.
- b. As reasonably required to construct and maintain permitted buildings, structures, road and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with the conservation purposes of this Easement.
- c. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.

2.11 Water. No alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water is allowed except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing wetlands in accordance with a habitat management plan approved by the Trust under paragraph 3.4 below.

No activities on or uses of the Protected Property that cause significant erosion or and detrimental to water quality or purity are allowed.

2.12 Dumping. No trash, non-compostable garbage, hazardous or toxic substances or unsightly material, including, but not limited to, dirt, brush, and other plant material, may be dumped or accumulated on the Protected Property.

2.13 Vehicles. Snowmobiles may be operated on the Protected Property only on the existing snowmobile trail generally depicted on the attached Exhibit C.

Limited off-road use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement as permitted in paragraph 3.4.

This paragraph is not intended to otherwise limit the use of motorized vehicles on roads or driveways permitted under this Easement.

3. **RESERVED RIGHTS.** The Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Trust before exercising any reserved right that might have an adverse impact on the Conservation Values associated with the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the Owner may use and allow others to use the Protected Property as follows:

3.1 Right to Convey. The Owner may sell, give, lease, bequeath, devise, mortgage or other encumber or convey the Protected Property.

- a. Any conveyance or encumbrance of the Protected Property is subject to this Easement.
- b. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to the Protected Property. The Owner will also specify to what extent reserved rights 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 being conveyed in accordance with other provisions of this Easement.
- c. The Owner will notify the Trust of any conveyance within fifteen (15) days after closing and will provide the Trust with the name and address of the new owner and a copy of the deed transferring title.
- d. The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subparagraph.

3.2 Reserved Building Rights. The Owner reserves the right to construct the following structures:

- a. Public Use Buildings. After the Owner conveys the Protected Property to the City of Bayport, a 2-acre building envelope to be located within the 5-acre parcel of land lying west of the railroad track and identified on

Exhibit B as Outlot P may be used for development of buildings specifically for public use, including, but not limited to, a fire station, light rail stop, or city garage. The Owner will provide the Trust with a survey and accurate legal description of the 2-acre building envelope prior to development of the parcel.

- b. Educational Building. The Owner may construct a building in Outlot O for use as a temporary unit sales office for Inspiration residential conservation community and later for educational and conservation outreach programs. The building shall have a maximum footprint of 1,500 square feet. It must be located as approved by the Trust.
- c. Improvements, Restoration, Landscaping and Notice.
  - i. Improvements. Necessary driveways, parking and utilities may be constructed to access any permitted buildings in this paragraph.
  - ii. Restoration. Any disturbance to restored grassland, savanna or woodland habitat in connection with construction under this paragraph shall be repaired by the Owner.
  - iii. Landscaping. Landscaping or small gardens of a design and scale consistent with the natural and restored surroundings may be located in the vicinity of the buildings or structures permitted under this paragraph.
  - iv. Notice. The Owner will give the Trust notice as set out in paragraph 6.8 of this Easement before beginning construction permitted under this paragraph.

3.3 Recreational and Educational Uses. The Protected Property may be used for hiking, cross-country skiing, nature observation or study, and other similar low impact recreational and educational programs or activities.

Minor rustic structures such as trail barriers, benches, and informational kiosks may be placed on the Protected Property in conjunction with these activities.

3.4 Habitat. The Protected Property may be used to maintain, restore or enhance habitat for wildlife and native biological communities in accordance with a restoration plan approved by the Trust in writing. Following restoration, the Protected Property shall be managed by the Owner in accordance with a management plan approved in advance by a qualified ecological consultant.

4. TRUST'S RIGHTS AND REMEDIES. In order to accomplish the purposes of this Easement, the Trust has the following rights and remedies:



4.1 Right to Enter. The Trust has the right to enter the Protected Property at reasonable times and in a reasonable manner for the following purposes:

- a. To inspect the Protected Property and to monitor compliance with the terms of this Easement.
- b. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
- c. To survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement. The Trust will notify the Owner prior to commencing any survey work to give the Owner an opportunity to provide the necessary survey if it already exists, or to give the Owner an opportunity to correct the problem. Any survey or boundary demarcation completed under this provision will be at the Owner's expense.
- d. To otherwise exercise its rights under this Easement.

4.2 Right of Enforcement. The Trust has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against the Owner or any other responsible party in any court of competent jurisdiction.

- a. Notice. The Trust may not initiate judicial action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to correct the situation. This provision shall not apply if, in the sole discretion of the Trust, immediate judicial action is necessary to prevent or mitigate significant damage to the Protected Property or if reasonable, good faith efforts to notify the Owner are unsuccessful.
- b. Remedies. Remedies available to the Trust in enforcing this Easement include the right to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement, to require restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of this Easement, to seek specific performance or declaratory relief and to recover damages from the responsible party resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement.

These remedies are cumulative and are available without requiring the Trust to prove actual damage to the Conservation Values protected by this Easement. The Trust and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The Trust is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- c. Costs of Enforcement. The Owner shall be responsible for all reasonable costs incurred by the Trust in enforcing this Easement, including without limitation costs of suit, attorneys' fees, and expenses related to restoration of the Protected Property. If, however, the Owner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs and attorneys' fees.
- d. Discretionary Enforcement. Enforcement of the terms of this Easement by the Trust is solely at the discretion of the Trust. The Trust does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Trust in discovering a violation or initiating enforcement proceedings.
- e. Acts Beyond Owner's Control. The Trust may not bring any action against the Owner for any change to the Protected Property resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm, natural deterioration or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes. This provision is not intended to relieve the Owner of responsibility for acts of third parties who own property adjacent to the Protected Property or who use the Protected Property.

In the event the Owner fails to reasonably enforce third party compliance with the Easement restrictions, and to restore the Protected Property to its condition before the violation occurred, the Trust may bring an action against the Owner for changes to the Protected Property resulting from causes created by third parties.

- f. Right to Report. In addition to other remedies, the Trust has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

4.3 Signs. The Trust has the right to place on the Protected Property signs that identify the land as protected by this Easement. The number and location of any signs are subject to the Owner's approval.

4.4 Limitation on Rights. Nothing in this Easement gives the Trust the right or responsibility to exercise physical control over day-to-day operations on the Protected Property or to become involved in management decisions involving the use, handling or disposal of hazardous substances or to otherwise become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor statutes or laws whether federal, state or local in nature, regarding responsibility for environmental conditions associated with contamination.

5. **DOCUMENTATION.** The current uses of the Protected Property, the state of any existing improvements, and the specific Conservation Values of the Protected Property that are briefly described in this Easement will be more fully described in a property report on file at the office of the Trust. The Owner and the Trust acknowledge that this property report will accurately represent the condition of the Protected Property at the time of this conveyance and may be used by the Trust in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This property report, however, is not intended to preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

6. **GENERAL PROVISIONS.**

6.1 Assignment. This Easement may be assigned or transferred by the Trust only to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and which is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the Trust by this Easement. As a condition of any assignment or transfer, the Trust shall require any further holder of this Easement to continue to carry out the conservation purposes of this Easement in perpetuity.

The Trust will notify the Owner of any assignment within fifteen (15) days of the assignment and will provide the Owner with the name and address of the new holder.

6.2 Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Trust, if: (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Minnesota law or the status of the Trust under Sections 501(c)(3) and 170(h) of the Internal Revenue Code.

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

6.3 Extinguishment. Extinguishment or termination of this Easement is subject to the following:

- a. This Easement may be extinguished only through judicial proceedings and only under the following circumstances:
  - i. if unexpected change in the conditions of or surrounding the Protected Property makes the continued use of the Protected

Property for the conservation purposes set out above impossible or impractical, or

- ii. pursuant to the proper exercise of the power of eminent domain.
- b. The Owner recognizes that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. The Owner also recognizes that neighboring properties may, in the future, be put entirely to uses not permitted on the Protected Property by this Easement.

The Owner and the Trust believe that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected changes and shall not be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

6.4 Proceeds. If this Easement is extinguished or terminated in whole or in part, the Trust is entitled to a portion of any proceeds of a sale, exchange or involuntary conversion in an amount that is equal to the fair market value of this Easement at the time of the extinguishment but that is not less than an amount equal to the proportionate value that this Easement bears to the value of the Protected Property as a whole at the time of this conveyance excluding the value of any buildings constructed in the future on the Protected Property. The Trust shall use its share of any proceeds in a manner consistent with the conservation purposes of this Easement.

6.5 Warranties. The Owner represents and warrants as follows:

- a. The Owner is the sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the Trust.
- b. The Protected Property is free and clear of all encumbrances other than those subordinated to this Easement.
- c. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property that is in violation of a federal, state or local environmental law and will defend, indemnify and hold the Trust harmless against any claims of contamination from such substances.

The Owner and the Trust understand that a portion of the Protected Property is subject to a perpetual conservation easement in favor of the State of Minnesota through its Commissioner of Natural Resources for the establishment of a State Scientific and Natural Area. The Owner and the Trust also understand that a portion of the Protected Property is protected by covenants and restrictions in favor of the State of Minnesota through its Department of Natural Resources regarding the protection of marginal lands from erosion and protecting wetlands

and the adjacent watershed. The Owner and the Trust agree that these documents are currently in full force and effect and that in the event of a conflict, they will take precedence over this Easement.

- 6.6 Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of the Trust created by this Easement. The Trust may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
- 6.7 Ownership Costs and Liabilities. The Owner 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. The Owner agrees to defend, indemnify and hold the Trust harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Protected Property or the existence of this Easement. The Owner will name the Trust as an additional insured on any general liability insurance policy carried by the Owner with respect to the Protected Property.
- 6.8 Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:
- a. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):  
  
To the Owner:  
Contractor Property Developers Company  
3030 Centre Pointe Drive, Suite 800  
Roseville, MN 55113  
  
To the Trust:  
Minnesota Land Trust  
2356 University Avenue West  
St. Paul, MN 55114
  - b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for initiating the activity in question.
  - c. Content. The notice or request for approval must include sufficient information to allow the Trust to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum this would include (i) the location, nature and scope of the proposed activity, (ii) the proposed use, design and location

of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Protected Property.

- d. Approval. The Trust may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Trust to reach an informed decision. The Trust may condition its approval on the Owner's acceptance of modifications, which would, in the Trust's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

6.9 Additional Protected Property. The Owner is the current owner of portions of Outlot A, as shown on the recorded plat of Inspiration, Washington County, Minnesota, which are not included in the legal description of the Protected Property in Exhibit A. Those excluded portions of Outlot A, which are also generally depicted on the Property Map in Exhibit B, may be added to the Protected Property later by an amendment to this Easement subject to the approval of the Trust. An amendment to this Easement adding this property must be executed by the owner of the property to be added and the Trust. The Trust will record any amendment to this Easement in a timely manner in the official records for Washington County, Minnesota.

6.10 Binding Effect. This Easement shall run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Protected Property, all successors in title to the Protected Property and all other parties entitled to possess or use the Protected Property.

This Easements creates a property right immediately vested in the Trust and its successors and assigns that cannot be terminated or extinguished except as set out herein.

If at any time the Trust or other holder of this Easement becomes the owner of all or a portion of the fee interest in the Protected Property, this Easement shall not be deemed to merge with the underlying fee interest but shall remain in force and effect unless otherwise terminated or extinguished as set out herein.

6.11 Definitions. Unless the context required otherwise, the term "Owner" includes, the current owner of the Protected Property identified above so long as it is the owner of the Protected Property, and its successors and assigns in title to the Protected Property. The term "Trust" includes the Minnesota Land Trust and its successors or assigns to its interest in this Easement.

6.12 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for

acts or omissions, occurring prior to the transfer or termination will survive that transfer or termination.

- 6.13 Recording. The Trust will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The Trust may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.
- 6.14 Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 6.15 Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 6.16 Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Trust to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
- 6.17 Entire Agreement. This document sets forth the entire agreement of the parties with respect this Easement and supercedes all prior discussions or understandings.







## EXHIBIT A

### Legal Description of Protected Property

That part of Outlot A, INSPIRATION, according to the recorded plat thereof Washington County, Minnesota described as follows; Beginning at the southwest corner of said Outlot A; thence North 13 degrees 49 minutes 41 seconds West, assumed bearing, along the west line of said Outlot A a distance of 1151.95 feet; thence North 76 degrees 10 minutes 19 seconds East perpendicular to said west line a distance of 417.47 feet; thence South 13 degrees 05 minutes 01 seconds East 760.23 feet to the east line of said Outlot A; thence continue South 13 degrees 05 minutes 01 seconds East 195.00 feet along said east line; thence continue along said east line southeasterly 135.74 feet along a tangential curve concave to the east, having a radius of 575.90 feet and a central angle of 13 degrees 30 minutes 16 seconds; thence continue along said east line southerly 100.43 feet to the southeast corner of said Outlot A, along a tangential reverse curve concave to the west, having a radius of 557.44 feet and a central angle of 10 degrees 19 minutes 20 seconds; thence South 85 degrees 19 minutes 24 seconds West, not tangent to said curve, along the south line of said Outlot A, a distance of 234.44 feet; thence continue along said south line, South 76 degrees 10 minutes 19 seconds West 201.04 feet to the point of beginning said point also being the southwest corner of said Outlot A and there terminating.,

Outlot F, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

Outlot G, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

Outlot H, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

Outlot I, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

Outlot J, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

Outlot K, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

That part of Outlot L, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota described as follows: Beginning at the southwest corner of said Outlot L; thence North 01 degrees 08 minutes 51 seconds West, assumed bearing, along the west line of said Outlot L, a distance of 310.68 feet to the south line of Lot 1, Block 13; thence North 70

degrees 09 minutes 11 seconds East, a distance of 119.71 feet; thence North 51 degrees 36 minutes 29 seconds East, a distance of 112.65 feet; thence North 33 degrees 03 minutes 46 seconds East, a distance of 107.12 feet; thence North 63 degrees 05 minutes 49 seconds West, a distance of 123.46 feet; thence North 26 degrees 54 minutes 11 seconds East, a distance of 50.00 feet, thence South 63 degrees 05 minutes 49 seconds East, a distance of 121.36 feet; thence North 26 degrees 54 minutes 11 seconds East, a distance of 86.98 feet; thence North 17 degrees 10 minutes 51 seconds East, a distance 100.25 feet; thence North 05 degrees 36 minutes 58 seconds East, a distance of 100.25 feet; thence North 05 degrees 56 minutes 55 seconds West, a distance of 57.15 feet; thence North 07 degrees 34 minutes 30 seconds West, a distance of 196.59 feet; thence North 79 degrees 37 minutes 39 seconds West, a distance of 126.14 feet; thence North 07 degrees 34 minutes 30 seconds West, a distance of 16.61 feet; thence northerly 31.97 feet on tangential curve, concave to the west, having a radius of 470.06 feet and a central angle of 03 degrees 53 minutes 50 seconds to the southeasterly line of Block 10; thence North 57 degrees 36 minutes 13 seconds East, not tangent to said curve, along said southeasterly line, a distance of 132.45 feet; thence North 39 degrees 49 minutes 46 seconds East, along said southeasterly line, a distance of 105.10 feet to the south line of Outlot F; thence South 77 degrees 09 minutes 03 seconds East, along said south line, a distance of 34.88 feet to the westerly line of Outlot K; thence South 22 degrees 23 minutes 24 seconds East, along said westerly line, a distance of 31.75 feet; thence South 25 degrees 41 minutes 25 seconds West, along said westerly line, a distance of 126.02 feet; thence South 03 degrees 08 minutes 35 seconds East, along said westerly line, a distance of 186.89 feet; thence South 10 degrees 55 minutes 16 seconds East, along said westerly line, a distance of 138.40 feet; thence South 15 degrees 55 minutes 04 seconds East, along said westerly line, a distance of 69.72 feet; thence South 11 degrees 46 minutes 12 seconds East, along said westerly line, a distance of 229.15 feet to the southeasterly line of Outlot K; thence North 44 degrees 55 minutes 55 seconds East, along said southeasterly line, a distance of 677.36 feet; thence North 12 degrees 51 minutes 36 seconds East, along said southeasterly line, a distance of 241.84 feet; thence North 11 degrees 10 minutes 00 seconds East, along said southeasterly line, a distance of 73.37 feet to the southerly line of Outlot J; thence South 48 degrees 02 minutes 17 seconds East, along said southerly line of Outlot J, a distance of 42.63 feet; thence South 61 degrees 12 minutes 15 seconds East, along said southerly line, a distance of 72.22 feet; thence South 71 degrees 47 minutes 09 seconds East, along said southerly line, a distance of 101.25 feet to the easterly line of Outlot J; thence North 05 degrees 42 minutes 13 seconds West, along said easterly line, a distance of 90.84 feet to the north line of said Outlot L; thence North 89 degrees 08 minutes 36 seconds East, along said north line, a distance of 360.00 feet to the northeast corner of said Outlot L; thence South 00 degrees 51 minutes 24 seconds East, along the east line of said Outlot L a distance of 1,296.00 feet to the southeast corner of said Outlot L; thence South 88 degrees 51 minutes 09 seconds West, along the south line of said Outlot L a distance of 1,570.44 feet to the point of beginning, said point being the southwest corner of said Outlot L and there terminating.

Outlot O, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota






Outlot P, INSPIRATION, according to the recorded plat thereof, Washington County, Minnesota

# Exhibit B: Project Map Inspiration: CPDC Project Washington County

DATE: 05-18-05



**LEGEND:**

-  HOA Maintained Natural Area / City Drainage & Utility Easement
-  Protected Property
-  Home Owners Association
-  City Of Bayport (Park)
-  Lands to be Protected by Easement in Future

 Snowmobile Trail Corridor

WESTWOOD PROFESSIONAL SERVICES, INC.

# Exhibit C: Trail Plan Inspiration: CPDC Project Washington County

DATE: 05-18-05

