*(Above Space is Reserved for Recording Information)*

(05/19) Easement I.D. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PERPETUAL CONSERVATION EASEMENT FOR DRAINAGE MANAGEMENT AND FLOWAGE**

This perpetual conservation easement, hereinafter referred to as the "Easement", is conveyed by **[insert applicable landowner(s) name(s)]**, hereinafter collectively referred to as the "Grantor(s)", to the **[insert official Chapter 103E drainage system identifier]** drainage system, hereinafter referred to as the “Drainage System”, and is to be held by **[insert applicable County, Joint County, or Watershed District]**, hereinafter referred to as the “Drainage Authority”, in accordance with Minn. Stat. ch. 103E *Drainage* and Minn. Stat. ch. 84C *Conservation Easements*.

 WITNESSETH

WHEREAS, the Drainage Authority is authorized by Minn. Stat. ch. 103E to undertake multipurpose drainage management practices to reduce erosion and sedimentation, reduce peak flows and flooding, and improve water quality while protecting drainage system efficiency and reducing drainage system maintenance; AND

WHEREAS, the Drainage Authority is authorized to accept and use funds from sources other than, or in addition to, those derived from assessments based on the benefits of the drainage system for the purposes of wetland preservation or restoration or creation of water quality improvements or flood control, and the sources of funding may be used outside the benefited area but must be within the watershed of the drainage system; AND

WHEREAS, in order to establish, construct and maintain multipurpose drainage management practices, the Drainage Authority must hold necessary property interests, including the rights to enter, occupy and flow water over affected real property; AND

WHEREAS, such property interests may be conveyed by and protected in this Easement; AND

WHEREAS, the Grantor(s) are the owners of real property, which lies over, adjacent to or in the watershed of the Drainage System, as described in a Legal Description and depicted in an associated Exhibit A map, attached hereto and incorporated herein, which is the burdened parcel hereinafter referred to as the “Easement Area”; AND

WHEREAS, the Grantor(s) desire to convey this Easement on such lands to the Drainage Authority for the benefit of the Drainage System.

NOW, THEREFORE, the Grantor(s), for themselves, their heirs, successors and assigns, in consideration of the sum of **[insert written]** DOLLARS ($**[insert numerical]**), do hereby grant, convey and warrant this Easement in accordance with the terms and conditions as hereafter set forth, over and upon the Easement Area.

Said Easement Area consists of a total of **[insert acres]** acres **[insert if applicable: “**, of which **[insert acres]** acres are subject to this Easement without compensation to Grantor(s)**”]**. The Grantor(s) are responsible for obtaining all necessary signatures to convey this Easement to the Drainage Authority.

This Easement is granted for the establishment, construction and maintenance of multipurpose drainage management practices, including both structural and non-structural components for water quantity, water quality and associated drainage and conservation purposes, in accordance with the applicable project plans on file at the office of the Drainage Authority.

This Easement shall include the right to flow and reflow water within the Easement Area that does not worsen flooding conditions on land adjacent to the Easement Area.

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

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

FURTHER, the Grantor(s), their heirs, successors and assigns warrant the perpetual right of entry to the Easement Area from a public road to allow the Drainage Authority and its authorized agents to enter upon the Easement Area for the purposes of construction, reconstruction, maintenance, repair, inspection and enforcement of this Easement. The Drainage Authority and its authorized agents must exercise reasonable care when entering the Easement Area and must correct or compensate for damage caused during ingress or egress.

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

1. Shall authorize the Drainage Authority and its authorized agents to establish and maintain non-structural wetland and native upland vegetative cover and structural practices, in accordance with the applicable project plans on file at the office of the Drainage Authority, and in accordance with applicable Minnesota Board of Water and Soil Resources guidelines. Maintenance includes any necessary noxious weed control, pest control, replanting of vegetative cover, and repair of structural practices. Any amendment to the project plans shall include the opportunity for review and comment by the Grantor(s) to the Drainage Authority.
2. Shall not interfere with, alter, modify or destroy any multipurpose drainage management practices in the Easement Area.
3. Shall authorize the Drainage Authority and its authorized agents to install and maintain any and all signs and posts indicating the location of the Easement Area.
4. Shall allow only the Drainage Authority and its authorized agents to manage and control water levels on the Easement Area.
5. Shall not appropriate water from any existing or restored wetlands within the Easement Area without prior written consent from the Drainage Authority and obtainment of all necessary permits.
6. Shall not produce agricultural crops on the Easement Area except as provided in provision 8, below. Interim land uses established prior to the recording of this Easement may be continued until the end of the current growing season of the year this Easement is recorded.
7. Shall not remove or harvest any trees on the Easement Area except as authorized by the Drainage Authority to maintain the perennial vegetation established and maintained in accordance with the project plans.
8. Shall not graze livestock on the Easement Area. Haying once a year, after August 1, may be allowed under separate agreement with the Drainage Authority.
9. Shall not place any materials, substances, or objects, or erect or construct any type of structure, temporary or permanent, on the Easement Area.
10. Shall not use any wetland areas restored under this easement for environmental regulatory or wetland mitigation purposes required under federal or state law.
11. Shall notify the Drainage Authority in writing of the name(s) and address(es) of new owner(s) within 30 days after conveyance of all or part of the title or interest in the Easement Area.
12. Shall pay when due all taxes and assessments, if any, which may be levied against the Easement Area. Because the purpose of the multipurpose drainage management practices under this Easement involves water quantity or quality control on the Drainage System, the Easement Area may be subject to valuation consideration pursuant to Minn. Stat. § 273.117 *Conservation Property Tax Valuation*.
13. Shall support the protection and management of the Easement Area in accordance with the provisions set forth in this Easement and the project plans for multipurpose drainage management practices in the Easement Area.
14. Shall agree that the rights, title, interests, and prohibitions created by this Easement constitute things of value to the Drainage Authority. If there is any failure of the Grantor(s) to comply with any of the provisions of this Easement, the Drainage Authority or other applicable authority shall have any legal or equitable remedy allowed by law, and the right: 1) to enter upon the Easement Area to perform necessary work for prevention or mediation of damage to the Easement Area; and 2) to assess all expenses incurred by the Drainage Authority (including attorney fees and costs) against the Grantor(s), to be immediately owed and paid to the Drainage Authority.
15. Shall indemnify and hold harmless the Drainage Authority, 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 attorney fees and costs) to which the Drainage Authority 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.

FURTHER, any ambiguities in this Easement shall be construed in a manner which best effectuates the purposes of providing water quantity or quality control and associated drainage and conservation purposes.

FURTHER, in the event the Drainage System is abandoned in accordance with Minn. Stat. ch. 103E, this Easement will continue to be held by a local government unit that served as the Drainage Authority for the abandoned Drainage System.

FURTHER, in the event of the dissolution of the Drainage Authority or local government unit holding the Easement, the easement interest will be assigned to a governmental entity qualified to hold and monitor this Easement.

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IN WITNESS WHEREOF, the Grantor(s) and Drainage Authority have caused this Easement to be duly executed.

**GRANTOR(S) SIGNATURE(S):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Signature

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Notary Stamp or Seal)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC

**ACCEPTANCE**

Pursuant to Minn. Stat. ch. 84C *Conservation Easements*, the Drainage Authority accepts this Easement.

**DRAINAGE AUTHORITY SIGNATURE: TITLE:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature Title

**ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_,

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Notary Stamp or Seal)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NOTARY PUBLIC