

**City of East Bethel**  
**City Council Agenda**  
Special Meeting – 6:00 PM  
Date: July 23, 2012



**Item**

- |         |            |  |
|---------|------------|--|
| 6:00 PM | <b>1.0</b> | <b>Call to Order</b>   |
| 6:01 PM | <b>2.0</b> | <b>Adopt Agenda</b>  |
| 6:02 PM | <b>3.0</b> | <b>DNR – Beaverbrook Wildlife Management Area Land Acquisition</b> |
| 6:15 PM | <b>4.0</b> | <b>Adjourn</b>   |



# City of East Bethel City Council Agenda Information

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**Date:**

July 23, 2012

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**Agenda Item Number:**

Item 3.0

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**Agenda Item:**

DNR – Beaverbrook Wildlife Management Area Land Acquisition

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**Requested Action:**

Consider approving Resolution 2012-38 Approving the Sale of 44.97 Acres of Land in the City of East Bethel to the Minnesota Department of Natural Resources to Become Part of the Beaverbrook State Wildlife Management Area

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**Background Information:**

The DNR is interested in purchasing the William Gombold property on Klondike Drive. This acquisition is intended to become part of the proposed Beaverbrook State Wildlife Management Area.

In the late 1970's, DNR was approached by the Beaverbrook Sportsman's Club to sell or convey property to DNR to generate revenues for debt retirement purposes. That event initiated the concept of a Beaverbrook WMA Project Proposal to document an approach and potentially assemble any future land ownership in which DNR might have interest, including existing DNR Trust Lands, County lands, or other properties, some of which are now the Sandhill Crane Natural Area. However, no lands were ever purchased for this project.

Because Mr. Gombold's land is adjacent to the existing Beaverbrook WMA project designated area, it simplified the process for the DNR to create this as an addition to the project. The DNR has emphasized that the Beaverbrook WMA is a concept and adding tracts 9 – 14 to the original proposal (Supplemental Acquisition Map attachment identifies these properties) would be dependent on future funding and willingness of the adjoining property owners to sell . The owners of tracts 13 and 14, as shown on the attached location map, have expressed interest in selling their land to DNR if the DNR is successful in acquiring the Gombold property.

The DNR has an "in lieu of tax" payment to the County, of which an amount is distributed to the cities by the County. The formula for calculating these amounts is somewhat complex and is listed in the attachment that references the state statute on this matter. Total taxes payable on this property in 2012 are \$2,502 with the share received by the City being approximately \$825. At this time it is undetermined the net difference between what the City currently receives in taxes as opposed to a payment in lieu of taxes.

There is currently a conservation easement on this property that William Gombold executed with the DNR in 2010. The City was not involved in this agreement and it is between the DNR and

Mr. Gombold. Any right of way/easement requirements by the City would have to be approved by the DNR in the context of this agreement.

The City would expect the dedication of right of way and drainage easements as indicated on the attached Right of Way and Easement Map from the City Engineer as a condition of support for this purchase.

**Attachment(s):**

1. Beaverbrook WMA Plat Map
2. Beaverbrook WMA Aerial Map
3. Beaverbrook WMA Land Cover Map
4. Beaverbrook Location Map
5. Beaverbrook Supplemental Acquisition Map
6. Beaverbrook Right of Way and Easement Map
7. Beaverbrook Land Purchase Resolution
8. Conservation Easement

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**Fiscal Impact:**

To be determined

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**Recommendation(s):**

Staff has no objections to the purchase of this property by the DNR and recommends the approval of the resolution 2012-38 provided the DNR grants the easements and rights of way along Klondike Drive as outlined by the City Engineer.

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**City Council Action**

Motion by:\_\_\_\_\_

Second by:\_\_\_\_\_

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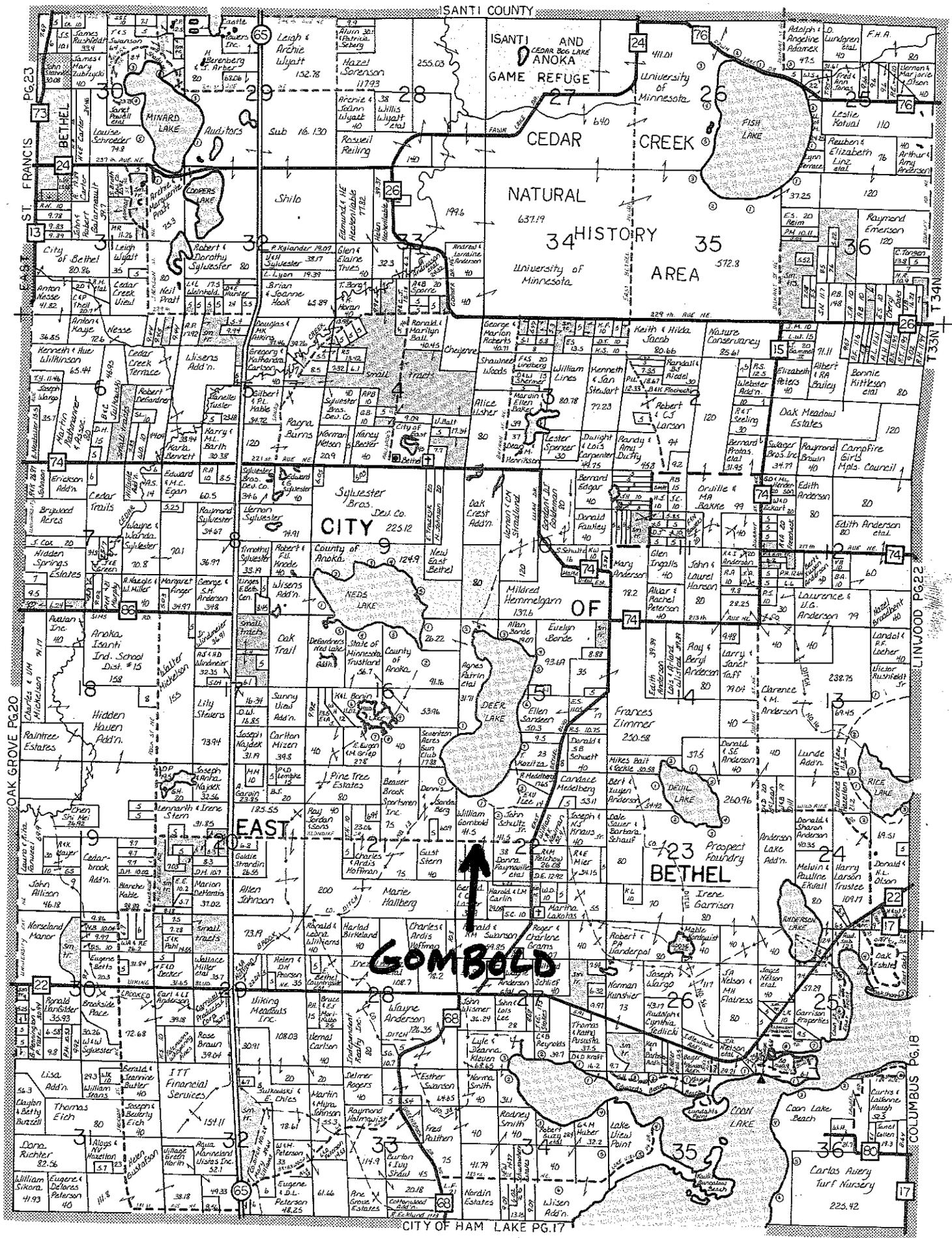
Vote Yes:\_\_\_\_\_

Vote No:\_\_\_\_\_

No Action Required:\_\_\_\_\_

# CITY OF EAST BETHEL PART OF BETHEL

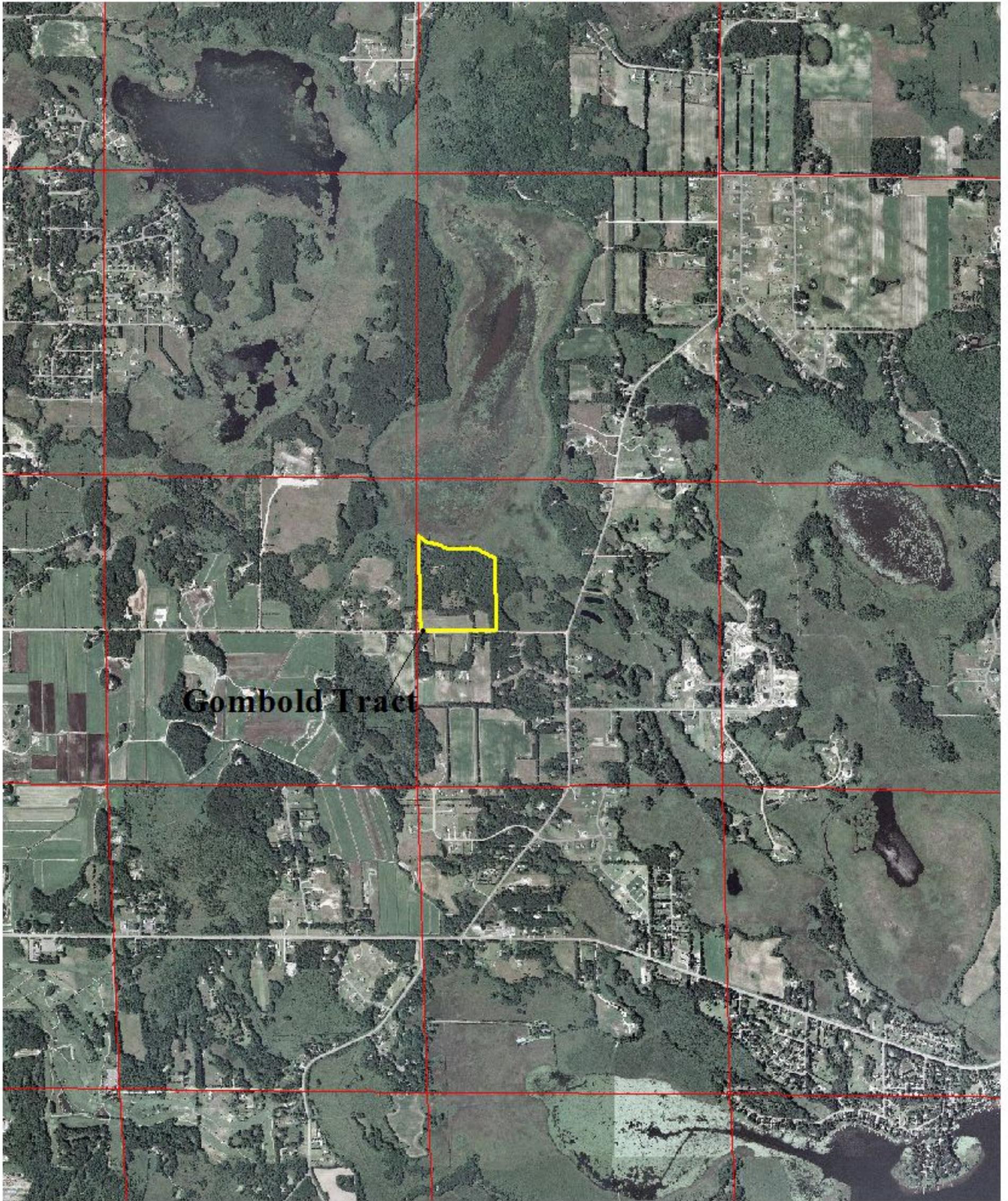
T.33-34N. - R.23W.



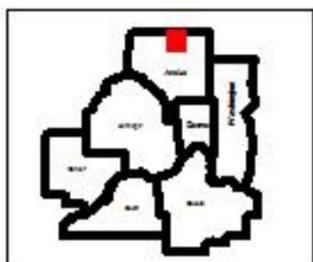
**GOMBOLD**

CITY OF HAM LAKE PG.17

# Gombold Tract



Gombold Tract



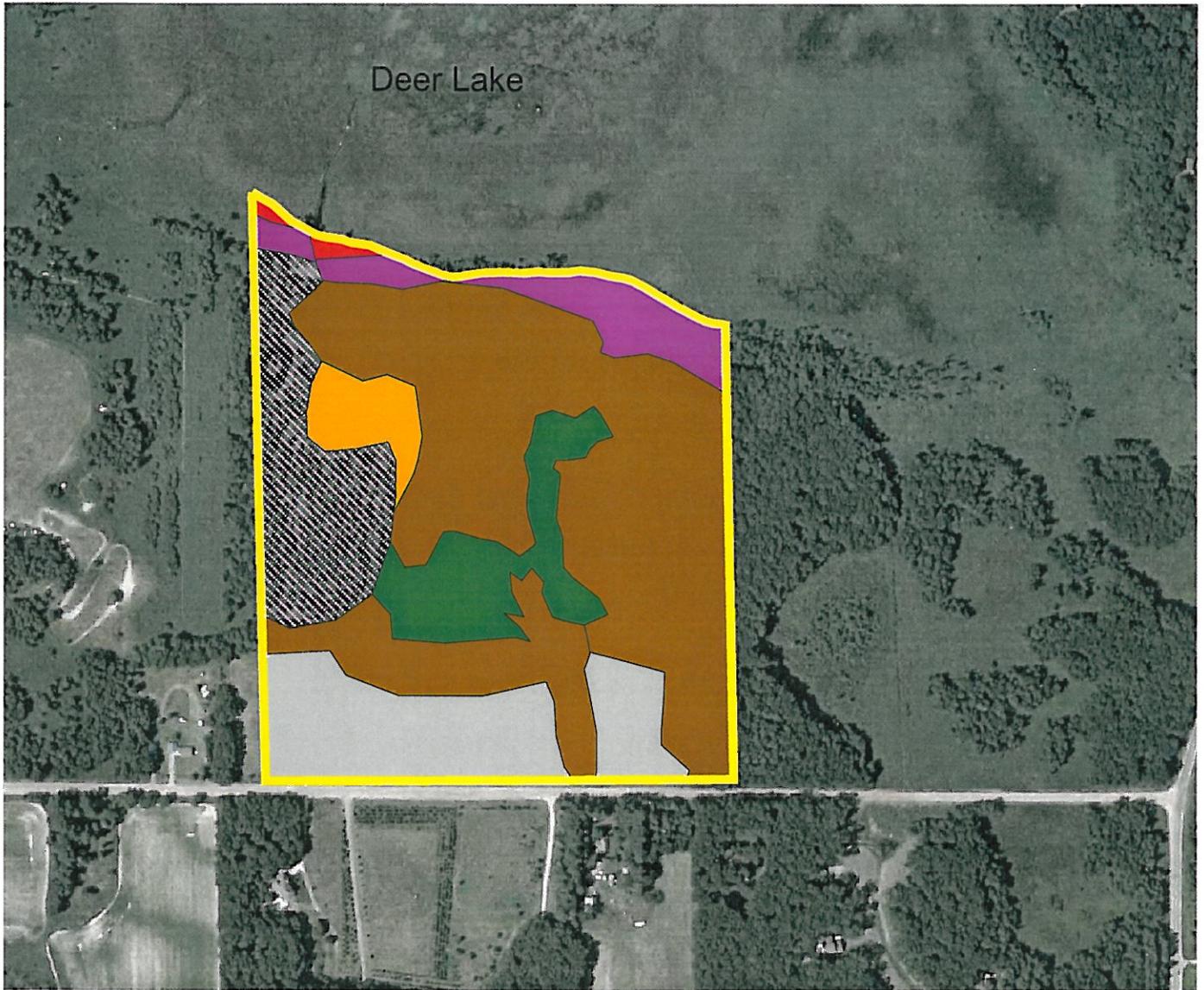
Proposed Gombold Tract in T33 R23 Sect. 22 in Anoka County

3000 0 3000 6000 Feet



# Gombold Property Natural Area Plan

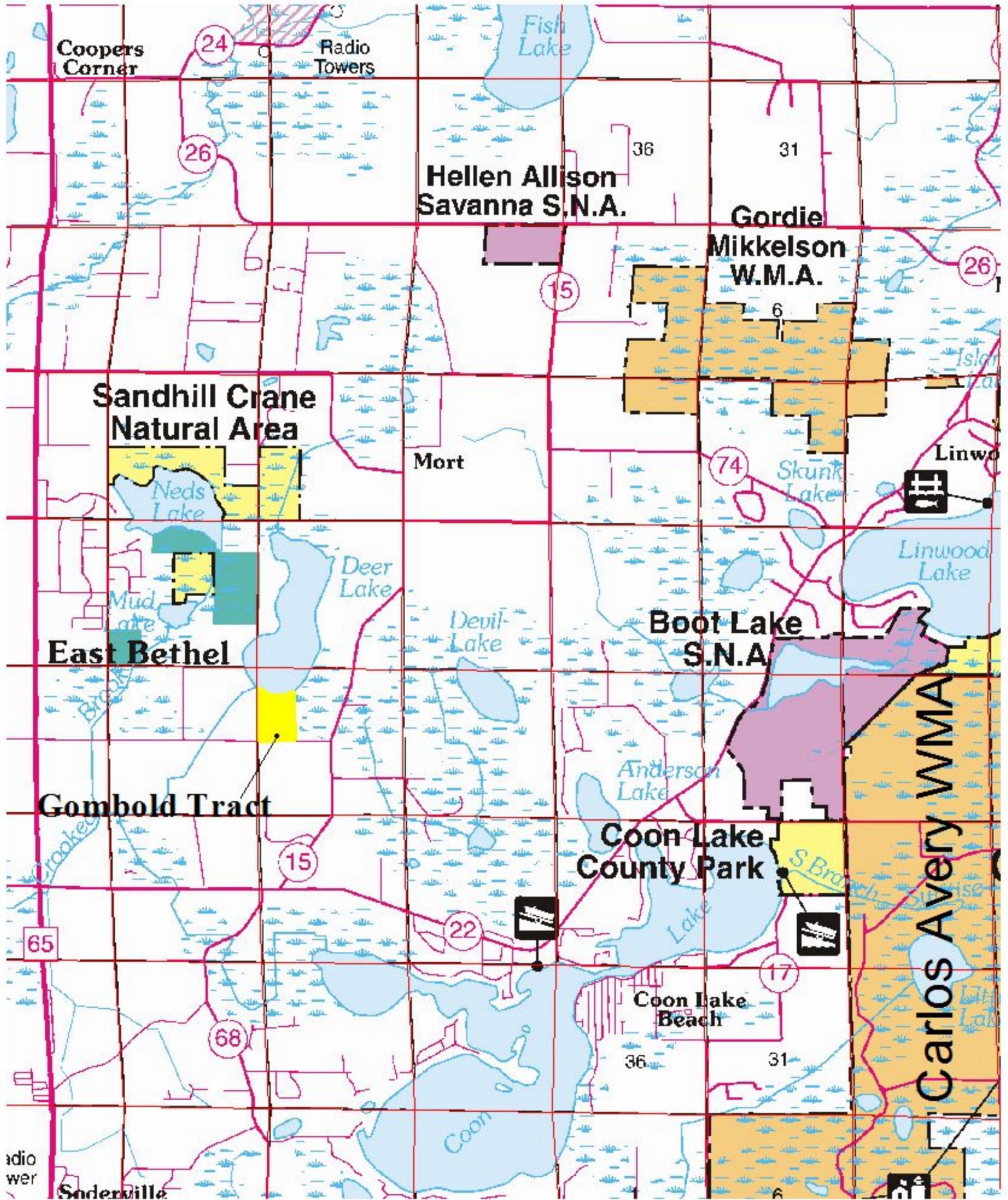
## Land Cover Mapped by the Minnesota Land Cover Classification System (See also maps in Sandhill Crane Natural Area Master Plan)



- Gombold Property
- Minnesota Land Cover Classification
- Cultivated herbaceous vegetation
- Mixed emergent marsh
- Mixed hardwood swamp
- Oak forest
- Seasonally flooded deciduous shrubland
- Upland coniferous woodland
- Upland deciduous shrubland

Map prepared by  
Hannah Jost 3/28/05

# Gombold Tract

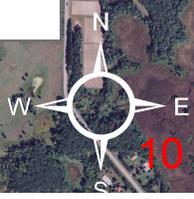


Proposed Gombold Tract in T33 R23 Sect. 22 in Anoka County



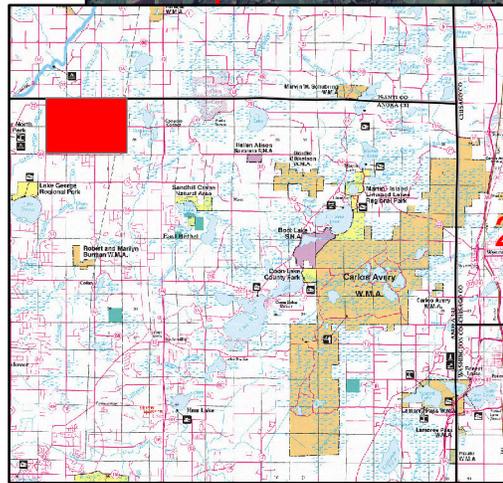
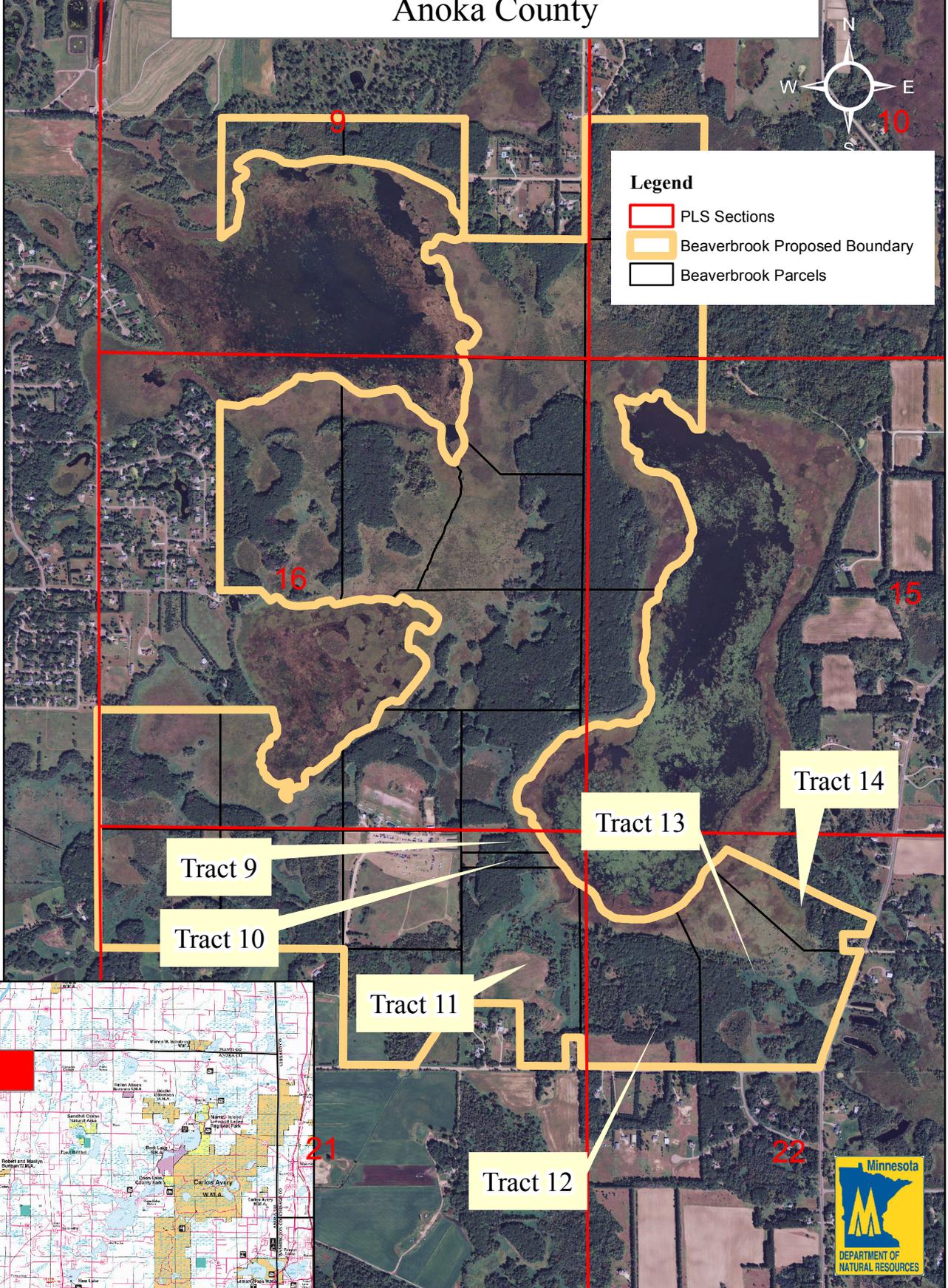
# Beaverbrook Supplemental Acquisition Map

T33N R23W Sect. 9, 10, 15, 16, 21, 22  
Anoka County



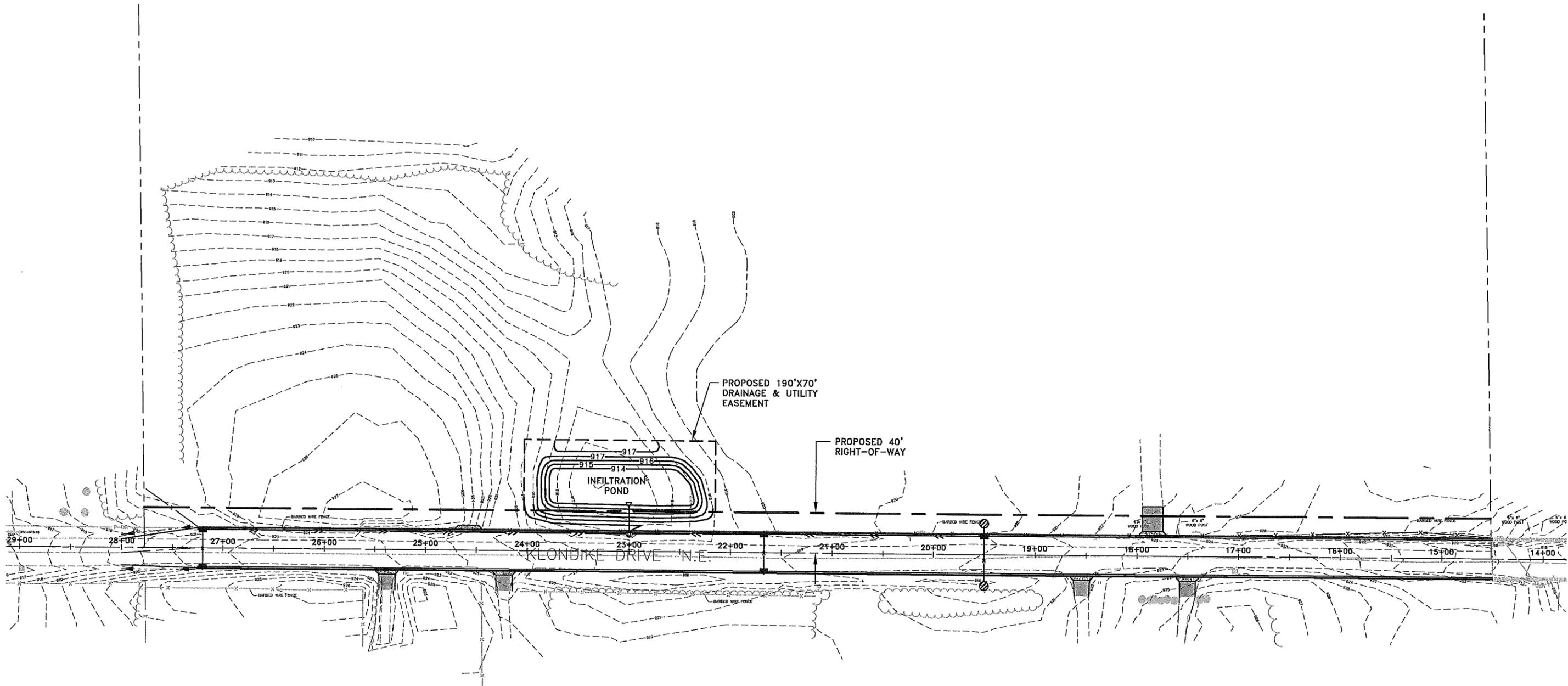
**Legend**

- PLS Sections
- Beaverbrook Proposed Boundary
- Beaverbrook Parcels



1 in = 7 miles

Created: 8/19/11



Jul 19, 2012 - 5:23pm  
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**Hakanson Anderson**  
 Civil Engineers and Land Surveyors  
 3601 Thurston Ave., Anoka, Minnesota 55303  
 763-427-5860 FAX 763-427-0520  
 www.hakanson-anderson.com

EASEMENT EXHIBIT KLONDIKE DRIVE CITY OF EAST BETHEL, MINNESOTA		SHEET 1 OF 1 SHEETS
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EB335

**CITY OF EAST BETHEL  
EAST BETHEL, MINNESOTA**

**RESOLUTION 2012-38**

**APPROVING THE SALE OF 44.97 ACRES  
OF LAND IN THE CITY OF EAST BETHEL TO THE  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES TO BECOME  
PART OF BEAVERBROOK STATE WILDLIFE MANAGEMENT AREA**

**WHEREAS**, the Minnesota Department of Natural Resources (DNR) is interested in purchasing the property described as follows;

Government Lot 1, T33N 23W, Anoka County, MN, subject to a Conservation Easement held by the Minnesota Land Trust, Anoka County Record ID 2336432;

All being in Anoka County, Minnesota; and

**WHEREAS**, the owner of the property is willing to sell it to the Department of Natural Resources; and

**WHEREAS**, the land to be acquired by the DNR will become part of the Beaverbrook State Wildlife Management Area;

**NOW, THEREFORE, BE IT RESOLVED** that the East Bethel City Council supports the purchase of said land described above by the Minnesota Department of Natural Resources;

Adopted this 23rd day of July, 2012 by the City Council of the City of East Bethel.

CITY OF EAST BETHEL

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Richard Lawrence, Mayor

ATTEST:

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Jack Davis, City Administrator



Record ID 2336432

Exhibit A

2017076.001

**CONSERVATION EASEMENT**

This is a CONSERVATION EASEMENT granted by William B. Gombold, a single person (the "Owner") to the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota (the "Land Trust") and the Anoka Conservation District, a county level subdivision of the State of Minnesota organized under Minnesota Statutes Chapter 103C ("Conservation District"). The Land Trust and the Conservation District are from time to time hereinafter referred to as (the "Co-Holders").

**RECITALS:**

A. **OWNER.** The Owner is the current owner of approximately 45 acres of real property located in Anoka County, Minnesota. That real property is more fully described below as the "Protected Property."

B. **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 Land 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, possessing the commitment to protect the conservation purposes of this Easement and the resources to enforce the restrictions.

**ANOKA CONSERVATION DISTRICT.** The Anoka Conservation District is a governmental agency, organized and operated exclusively for public and educational

purposes, including the preservation and protection of land in its natural, scenic or other open space condition. The Conservation District is qualified to hold conservation easements under Minnesota Statutes Chapter 84C and Section 170(h) of the Internal Revenue Code and related regulations.

- C. **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 conservation easement and incorporated by this reference.

The Protected Property is located in the City of East Bethel in Anoka County. The Protected Property is directly adjacent to the Sandhill Crane Natural Area, an area collaboratively managed through a joint powers agreement between Anoka County, the City of East Bethel, the Minnesota Pollution Control Agency, and the Minnesota Department of Natural Resources, with the City of East Bethel as the lead agency.

The Protected Property consists of approximately 26 acres of oak forest dominated by red oak, basswood, bur oak, white oak and ironwood. The Protected Property also consists of approximately 11 acres of grassland, 7 acres of wetlands, half an acre of water, and approximately 906 feet of shoreline along two small ponds and 1,095 feet of shoreline on the south side of Deer Lake, a lake classified by the Minnesota Department of Natural Resources as a natural environment lake. Along Deer Lake, the vegetation transitions from oak forest to mixed hardwood swamp and emergent marsh. These oak forest, mixed hardwood swamp and emergent marsh communities have been identified and mapped by the Minnesota County Biological Survey as exceptionally high quality.

Existing improvements on the Protected Property include a dock and boat landing area on Deer Lake. These improvements are more specifically described in the baseline property report referred to in section 6 of this Easement.

The Protected Property is currently used for wildlife observation and habitat as well as seasonal recreational use.

The natural attributes of the Protected Property include the relatively natural fish and wildlife habitat provided by the high quality oak forest, hardwood swamp, emergent marsh, and undeveloped shoreline. Additionally, the oak forest, hardwood swamp, and emergent marsh are key habitats for a variety of species in greatest conservation need, including sandhill cranes and Blanding's turtles, as established by the Minnesota Department of Natural Resources in *Tomorrow's Habitat for the Wild and the Rare: An Action Plan for Minnesota's Wildlife*, Comprehensive Wildlife Conservation Strategy, 2006.

The Protected Property is a component of a regionally significant wildlife corridor identified by the Minnesota Department of Natural Resources and the Metropolitan Conservation Corridors Partnership, a collaboration of public and private conservation entities funded in part by the Minnesota Legislature. The Protected Property also lies within a 1,590-acre area mapped by the Minnesota County Biological Survey for its high quality mesic oak forest and varied wetland communities.

The scenic attributes of the Protected Property include views of the high quality oak forest from Klondike Drive NE and of the high quality emergent marsh and hardwood swamp from Deer Lake.

The Protected Property is located within the seven-county core of the Twin Cities Metropolitan Area and in an area desirable for development.

D. **CONSERVATION VALUES.** Collectively and individually, the following natural, scenic and open space qualities of the Protected Property that are outlined above comprise its "Conservation Values:"

- The undeveloped and relatively natural character of the Protected Property provides significant habitat to a variety of plants, animals, and aquatic communities, including waterfowl.
- The undeveloped shoreline, wetlands, and emergent marsh along Deer Lake help preserve the water quality of the Lake and provide near-shore habitat for a variety of aquatic plants, animals, and natural communities.
- The open, natural, and wooded character of the Protected Property provides scenic views enjoyed by the general public from Deer Lake and Klondike Drive NE.

These Conservation Values have not been and are not likely to be significantly impaired by the continued use of the Protected Property as described above or as authorized in this Easement or by the use, maintenance, or construction of those structures and improvements that presently exist on the Protected Property or that are authorized below.

The preservation and protection of these Conservation Values will provide significant benefit to the public.

E. **CONSERVATION POLICY.** Preservation and protection of the Conservation Values of the Protected Property is consistent with and will further delineated governmental policies including those established by the following:

- Minnesota Laws 2009, Chapter 143, Section 2, Subd.4 (f) and Minnesota Laws 2010, Chapter 362, Section 2, Subd. 4(g), which provide funding to accelerate programs for the purposes of planning, improving, and protecting important natural areas in the metropolitan region and portions of the surrounding counties.
- Minnesota Statutes Chapter 103A, which promotes protection of Minnesota's waters and their adjacent lands and Minnesota Statutes Section 103A.206 in particular, which recognizes the economic and environmental importance of maintaining and enhancing the soil and water resources of this state and the role of private lands in these conservation efforts to, among other things, preserve natural resources, protect water quality, preserve wildlife, and protect public lands and waters.

- Minnesota Statutes Section 103A.201, which specifically promotes the protection of wetlands and Minnesota Statutes Section 103A.202, which specifically declares that it is in the public interest to preserve the wetlands of this state to conserve surface waters, maintain and improve water quality, preserve wildlife habitat, reduce runoff, provide for floodwater retention, reduce stream sedimentation, contribute to improved subsurface moisture, and enhance the natural beauty of the landscape.
- City of East Bethel Comprehensive Plan, which states that the natural amenities of East Bethel "should be preserved and recognized as part of the community's long term identity." Specifically, the plan establishes as a priority the protection of high quality natural resources on private land adjacent to the Sandhill Crane Natural Area through cooperative agreements, conservation easements, and other land preservation means.
- Minnesota Statutes Chapter 84C, which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.

F. **CONSERVATION INTENT.** The Owner and the Co-Holders 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 Co-Holders the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

G. **FUNDING.** Funding for the purchase of this conservation easement has been provided by the Minnesota Environmental and Natural Resources Trust Fund under grant number B45648. The purpose of this grant is to accelerate planning, restoring, and protecting important natural areas in the metropolitan area and portions of surrounding counties.

#### **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, and for the further consideration of \$163,000 (One hundred sixty three thousand dollars), the Owner hereby conveys and warrants to the Land Trust and the Conservation District as Co-Holders and their successors and assigns a perpetual conservation easement over the Protected Property. This conservation easement creates a property right immediately vested in the Co-Holders and consists of the following rights, terms, and restrictions set out below (the "Easement.")

1. **CONSERVATION PURPOSE.** The conservation purpose of this Easement is to provide significant public benefit by preserving and protecting in perpetuity the Conservation Values of the Protected Property identified above as those values exist at the time of this conveyance and as they may evolve in the future.

This purpose is accomplished by confining the development, management and use of the Protected Property to activities and improvements that are consistent with the preservation of these Conservation Values, by prohibiting activities and improvements that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

2. **RESTRICTIONS.** Any activity or improvement on or use of the Protected Property in a manner that may significantly impair or interfere with the Conservation Values of the Protected Property or that is inconsistent with the terms or the conservation purpose of this Easement is prohibited.

This specifically prohibits any future development that would interfere with or intrude upon 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 section 3 of this Easement and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

- 2.1. Industrial Activity. No industrial use of the Protected Property is allowed.
- 2.2. Commercial Activity. No commercial use of the Protected Property is allowed except for that forest or habitat management, minimal commercial recreational use, home business use or other use specifically permitted in section 3 of this Easement or except as incidental to other uses or activities specifically permitted in this Easement.
- 2.3. Agricultural Use. No agricultural use of the Protected Property is allowed. This includes and prohibits tilling, plowing, commercially cultivating row crops, keeping or grazing livestock, haying, feedlots, tree farms, orchards or nurseries. This does not include or prohibit keeping personal pets, beekeeping, maple syrup collection, or vegetation management activities allowed in section 2.13 of this Easement.
- 2.4. Residential Development. No residential use or development of the Protected Property is allowed except as specifically permitted in section 3 of this Easement.
- 2.5. Division of the Protected Property. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel under single ownership (joint or undivided) regardless of whether it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax or other purposes.

The general prohibition set out above does not prohibit the following:

- a. The division of the Protected Property when a portion of the Protected Property is being conveyed to a conservation entity defined in section 7.1 of this Easement.
  - b. The legal division of the Protected Property into separate parcels to accommodate either the construction of residential dwellings permitted under section 3 of this Easement or to accommodate other uses and activities specifically permitted by this Easement. Any division of the Protected Property under this section requires that the Protected Property remain in single ownership and requires the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.
  - c. The correction or adjustment of boundary lines to resolve an ownership dispute.
- 2.6. Development Rights. 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, open space, or natural resource use or extraction under otherwise applicable laws, regulations, or ordinances controlling land use. The development rights that have been encumbered or extinguished by this Easement may not be transferred to any other property or used to obtain any regulatory mitigation credits.
- 2.7. Rights of Way. No new right of way shall be granted across the Protected Property by the Owner in conjunction with any industrial, commercial, or residential use or development of other land not protected by this Easement without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement. This provision does not affect any rights of way existing at the time of this conveyance.
- 2.8. Structures and Improvements. No temporary or permanent buildings, structures, utilities, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically authorized in section 3 of this Easement or as set forth below:
- a. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended, and replaced to serve only uses and activities specifically permitted by this Easement.  
  
Permitted utility systems and facilities include, without limitation, all systems and facilities necessary to provide on-site power, fuel, water, waste disposal, and communication. Permitted utility systems and facilities do not include communication towers, wind turbines, or similar structures without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.
  - b. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes that do not impair or interfere with the natural habitat or scenic qualities of the Protected Property. With the Owner's permission, the Co-Holders may place signs on the Protected Property identifying the land as protected.

- c. Roads. The existing unimproved driveway may be maintained. The driveway may be improved and widened to meet local public safety requirements to serve the permitted residential use. The driveway may not be relocated without the prior written approval of the Co-Holders under the provisions of section 7.6 of this Easement. Any portion of the existing driveway that extends beyond the future residence toward Deer Lake may be maintained or restored to a natural state but may not be improved.

No other roads, driveways or parking areas may be established or constructed on the Protected Property without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.

- d. Trails. Unpaved paths or foot trails, including boardwalks and culverts where necessary, may be established and maintained for non-motorized recreational uses. Trails shall be established, maintained and used only in a manner that does not result in significant erosion or impair or interfere with the natural habitat, water quality or scenic quality of the Protected Property. Such paths or pedestrian trails may in the future be subject to public easements for trail use. Paved trails may be established and maintained only if required under the Americans with Disability Act as described in Section 3.6 of this Easement.

- e. Dock. The existing dock may be maintained, repaired and replaced in substantially its same location. It may be expanded or relocated only with the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement. The dock shall not have a lift, cover or canopy structure. It is the intent of the Owner and the Co-Holders that the dock shall have minimal impact on the shoreline and shall not impair or interfere with the Conservation Values of the Protected Property, including the scenic views of the shoreline from the lake.

- f. Fences. Fences may be constructed, maintained, improved, replaced or removed to mark boundaries, to secure the Protected Property, or as needed in carrying out activities permitted by this Easement.

Fences may not be located or constructed in a manner that impairs or interferes with the natural habitat or scenic quality of the Protected Property or interferes with established wildlife corridors.

- g. Outdoor Lighting. In order to minimize sky glow or light pollution originating from the Protected Property, any outdoor light fixtures must minimize light emitted above the plane of the horizon of the fixture 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. No lighting may be installed along the driveway.

- 2.9. Dumping. No trash, non-compostable garbage, debris, unserviceable vehicles or equipment, junk, other unsightly material or hazardous or toxic substances may be dumped or accumulated on the Protected Property. This does not prohibit burning or

composting of excess brush or other plant material resulting from activities permitted by this Easement. This does not prohibit temporary placements of building materials, debris or refuse containers if incidental to activities and construction permitted by this Easement.

2.10. Mining and Extraction. No mining, drilling, exploring for, or removing any minerals, sand, gravel, rock, or fossil fuels from the Protected Property is allowed.

2.11. Topography and Surface Alteration. No alteration or change in the topography or the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil or other material.

This does not, however, include or prohibit surface alterations incidental to any construction or other activities or uses otherwise specifically permitted by this Easement. Any alteration resulting from an otherwise permitted activity or use shall be undertaken with minimal disturbance to soils, topography and vegetation and with proper erosion control practices. At the conclusion of the activity, the surface shall be restored in a timely manner to a condition consistent with the conservation purpose of this Easement.

This provision does not include or prohibit creation, maintenance, restoration or enhancement of wildlife habitat or native biological communities otherwise permitted under Section 3 of this Easement.

2.12. Water. No alteration, manipulation or diversion of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water or creation of new wetlands or water bodies is allowed except to restore or enhance wildlife habitat or native biological communities, to improve or enhance the function and quality of existing wetlands or water bodies or as specifically permitted in section 3 of this Easement.

This does not prohibit the installation of wells under the provisions of section 2.8 above or water uses incidental to activities and uses otherwise specifically permitted by this Easement.

Any alteration or creation of wetlands or water bodies must be undertaken in accordance with a habitat management plan approved by the Co-Holders under section 3 below.

No activities on or uses of the Protected Property that cause significant erosion or that significantly impair water quality are allowed.

2.13. 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 forest management or habitat management as specifically permitted in section 3 of this Easement.

- b. As reasonably required to construct and maintain buildings, structures, roads, trails and other improvements specifically permitted under this Easement and provided that following any construction vegetation shall be restored in a timely manner to a condition consistent with the conservation purpose of this Easement.
- c. As minimally required to create the filtered view permitted in section 3 of this Easement.
- d. Landscaping or personal gardening in areas immediately adjacent to permitted buildings or as specifically authorized in section 3 of this Easement.
- e. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury, or property damage.
- f. To remove downed or dead timber for personal firewood use or other personal use.
- g. Harvesting naturally occurring plant products (i.e. mushrooms, berries, nuts, herbs, prairie seed, etc.) in a manner that maintains a sustainable growth and reproduction cycle for the harvested plant populations and the surrounding vegetation.

Nothing in this section allows the intentional introduction of recognized invasive vegetation on the Protected Property.

- 2.14. Vehicles. Limited off-road use of motorized vehicles is allowed only in conjunction with habitat restoration or enhancement as permitted in section 3 below. However, motorized vehicles may be used only in a manner that does not result in significant erosion or impair or interfere with the natural habitat, water quality or scenic quality of the Protected Property.

This provision is not intended to otherwise limit the use of motorized vehicles on roads or driveways permitted under this Easement or in conjunction with construction and maintenance of permitted buildings, structures, roads, trails and other improvements.

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 impairs or interferes with the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Co-Holders before exercising any reserved right that might impair or interfere with the Conservation Values of 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 otherwise encumber or convey the Protected Property. This right to convey the Protected Property is subject to the following provisions.
- a. Covered Transactions. Any lease, deed or other conveyance or any encumbrance of the Protected Property is subject to this Easement.
  - b. Notice to New Owner. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to or any interest in the Protected Property. The Owner will also specify to what extent rights reserved under this Easement have been exercised, if at all, and are no longer available for use by a new owner and which reserved rights are specifically allocated to the property being conveyed.
  - c. Notice to Co-Holders. The Owner will notify the Co-Holders of any proposed conveyance of title to the Protected Property at least fifteen (15) days before closing. The Owner will also provide the Co-Holders with the name and address of the new owner of the Protected Property and a copy of the deed transferring title within fifteen (15) days after closing. Notice and documents shall be sent to the Co-Holders as set out in section 7.6 of this Easement.
  - d. Designated Representative. If the Protected Property is owned by a trust, business entity or any common or jointly held ownership, the Owner shall designate a representative authorized to receive notice on behalf of the Owner and provide the Co-Holders with the name and address of the designated representative. The Owner shall notify the Co-Holders of any change in the designated representative and provide the Co-Holders with the new name, address and other contact information within fifteen (15) days after the change.
  - e. Notice of Action Affecting Easement. The Owner will also notify the Co-Holders of any proposed condemnation or any claim, legal proceeding, foreclosure or other legal action that might affect title to the Protected Property or the validity or enforceability of this Easement.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this section 3.1.

- 3.2. Forest and Habitat Management. The Protected Property may be used to create, maintain, restore, or enhance habitat for wildlife and native biological communities in accordance with a management plan approved by the Co-Holders. The Owner may remove timber and other wood products and otherwise manage the vegetation on the Protected Property in accordance with this approved management plan.
- 3.3. Residential Use and Development. The Protected Property may be used and developed for single or extended family residential purposes only as follows:
- a. Structures. One residential dwelling and related accessory buildings and other structures may be constructed, maintained, repaired, remodeled, improved,

expanded, and replaced on the Protected Property within the approximately 2.5-acre building envelope generally depicted on the Property Map or in another location approved by the Co-Holders in writing prior to commencing construction.

The collective total footprint for all buildings and structures within the building envelope shall not exceed 3,000 square feet.

b. Restrictions on structures. All new, expanded or replaced buildings are subject to the following restrictions:

- Colors and external materials, including roofs, on all buildings and structures on the Protected Property shall be constructed of materials neutral or earth tone in color, natural in appearance, and nonreflective to blend with natural habitat surroundings.
- No structure may exceed a building height of 30 feet without the prior written approval of the Co-Holders. Building height means the vertical distance measured from the average elevation of the finished grade along the front of the building to the highest point of the roof surface in a flat roof, to the deck line of mansard roofs, and to the mean height level between eaves and ridge of gable, hip and gambrel roofs. No accessory structure may exceed a maximum sidewall height of 12 feet, as measured from the floor surface to the underside of the ceiling without the prior written approval of the Co-Holders.
- The Owner may prune trees and remove shrubs only as necessary to provide a "filtered view" of Deer Lake from the building envelope permitted by this Easement and only in accordance with a filtered view plan approved by the Co-Holders under the provisions of section 7.6 of this Easement. In no event shall the removal of trees equal or greater to three inches in diameter at breast height be allowed.

For the purposes of this Easement, "filtered view" shall mean a view through trees and lesser vegetation of sufficient and reasonable density as to maintain a continuous or near-continuous vegetated shoreline.

It is the intent of this provision to provide for a reasonable view of Deer Lake from the building envelope, while maintaining the scenic views of the Protected Property by the general public from the lake. It also is the intent of this provision to protect the scenic and natural values of the shoreline by preventing excessive thinning or pruning, creation of lawns, clearings, or other such unnatural openings, or other alteration of the natural vegetation within the building envelope and between the building envelope and the shoreline.

c. Improvements. Utilities and driveways to serve the permitted buildings and structures are permitted, subject to the provisions of section 2.8 above.

- d. Footprint. Footprint means the total ground area covered by a structure calculated on the basis of the exterior dimensions of any perimeter walls (whether at or above ground level) and including any balconies, carports or breezeways, patios or terraces, decks, and porches.
- e. Notice. Before beginning any construction permitted under this section, the Owner will give notice to and seek any required approval of the Co-Holders under the provisions of section 7.6 of this Easement.

3.4. Recreational and Educational Uses. The Protected Property may be used for limited hiking, cross-country skiing, camping, hunting, fishing, trapping, nature observation or study, and other non-intensive recreational and educational programs or activities that have no more than minimal impact on the Conservation Values of the Protected Property.

The Protected Property may not be used for more than minimal commercial recreational purposes.

Minor rustic structures such as tents and tent platforms, trail barriers, benches, duck blinds or deer stands, and informational kiosks that do not impair or interfere with the natural habitat or scenic qualities of the Protected Property may be placed on the Protected Property in conjunction with these activities. Such structures may not be used for continuous residential use and no utilities may be installed to service such structures without the prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.

3.5. Home Businesses and Limited Commercial Enterprises. Any residential dwelling or accessory building permitted on the Protected Property by this Easement may be used for professional offices, day care, production and sale of crafts, a studio or workshop, a bed and breakfast, and other similar home businesses or limited commercial enterprise conducted by a person residing on the Protected Property. No additional buildings, structures, utilities, roads, parking lots or other improvements not otherwise permitted under this Easement may be constructed or placed on the Protected Property to accommodate these activities.

3.6. Alternative Educational/Recreational Use. The Protected Property may be used for an educational or low impact outdoor recreational purpose instead of the residential use described in section 3.3 above. Permitted educational or recreational uses include, but are not limited to, a city, county or state natural area. Reasonable alternative structures for such uses, with the footprints, heights, sizes, and locations approved by the Co-Holders, will be permitted subject to the approval of the Co-Holders. Necessary utilities, driveways, and parking facilities for such uses will be allowed subject to the approval of the Co-Holders under the provisions of section 7.6 of this Easement. Paved trails, if required to comply with the Americans with Disabilities Act, will be permitted with prior approval of the Co-Holders under the provisions of section 7.6 of this Easement.

4. **CO-HOLDERS' RIGHTS AND REMEDIES.** In order to accomplish the conservation purposes of this Easement to preserve and protect the Conservation Values of the Protected Property, the Co-Holders have the following rights and remedies:

- 4.1. Right to Enter. The Co-Holders have 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. Any survey 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 Co-Holders have the right to prevent or remedy violations of this Easement, including prohibiting the construction of buildings or improvements, through appropriate judicial action brought in any court of competent jurisdiction, or through other methods of dispute resolution, against the Owner or other responsible party.
- a. Notice. The Co-Holders 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 Co-Holders sole discretion and exclusive judgment, immediate judicial action is necessary to prevent or mitigate significant impairment to or interference with the Conservation Values of the Protected Property or if reasonable, good faith efforts to notify the Owner are unsuccessful.
  - b. Remedies. In enforcing this Easement, the Co-Holders have the right to:
    - Temporary or permanent injunctive relief for any violation or threatened violation of this Easement.
    - 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.
    - Specific performance or declaratory relief.
    - Recover damages resulting from a violation of this Easement or injury to any Conservation Values associated with the Protected Property.

These remedies are cumulative and are available without requiring the Co-Holders to prove actual damage to the Conservation Values of the Protected Property.

The Co-Holders and the Owner agree that the damages created by a violation of this Easement may be determined by calculating the cost of acquiring a conservation easement over similar property. The Co-Holders and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The Co-Holders are 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 Co-Holders 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 is solely at the discretion of the Co-Holders. The Co-Holders do 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 Co-Holders in discovering a violation or initiating enforcement proceedings. The Co-Holders shall not be barred by any applicable statute of limitations in bringing any action to enforce the term of this Easement.
- e. Acts Beyond Owner's Control. The Co-Holders may not bring an 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 the unauthorized acts of third parties.
  - Reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

Actions by the Owner's lessees, agents, employees or contractors are not considered unauthorized acts of third parties.

This section does not preclude the Owner or the Co-Holders from recovering damages or bringing an action against any third party for trespass or other violation of their respective rights in this Easement or in the Protected Property.

- f. Right to Report. In addition to other remedies, the Co-Holders have the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
- g. Enforcement Rights of Others. Nothing in this Easement is intended to create any right to enforce this Easement in any third party where no such right otherwise exists under this Easement or under law.

4.3. Limitation on Rights. Nothing in this Easement gives the Co-Holders 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 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 federal, state or local statutes or laws regarding responsibility for environmental conditions associated with contamination.

5. **PUBLIC ACCESS.** Although the public benefits from this Easement through the preservation and protection of the Conservation Values of the Protected Property, nothing in this Easement gives the public a right to enter upon or use the Protected Property where no such right existed prior to the conveyance of this Easement.

The Owner retains the right to permit any public use of the Protected Property consistent with the preservation and protection of the Conservation Values of the Protected Property and the terms and restrictions of this Easement, including the restrictions on commercial recreational use set out in Section 3 of this Easement.

The public does, however, have the right to view the Protected Property from nearby publicly accessible areas including Deer Lake and Klondike Drive NE.

6. **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 baseline property report on file at the offices of each of the Co-Holders. The Owner and the Co-Holders 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 Co-Holders 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 document the present condition of the Protected Property in the event of a future controversy.

## 7. GENERAL PROVISIONS.

7.1. Assignment. This Easement or a Co-Holder's interest in this Easement may be assigned or transferred only to a conservation entity defined as a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and as an authorized conservation easement holder under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the Co-Holders by this Easement.

As a condition of any assignment or transfer, the Co-Holder assigning its interest will require any future holder of this Easement to continue to carry out the conservation purpose of this Easement in perpetuity.

A Co-Holder assigning its interest in this easement will notify the Owner of any assignment within thirty (30) days of the assignment and will provide the Owner with the name and address of the new holder.

7.2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, either Co-Holder may in its sole discretion and exclusive judgment refuse to agree to any amendment or modification of this Easement, including any amendment in which the following apply:

- The amendment is inconsistent with the purposes of this Easement.
- The amendment will impair or interfere with the Conservation Values of the Protected Property.
- The amendment affects the perpetual duration of this Easement.
- The amendment affects the validity of this Easement under Minnesota law or the status of the Land Trust under Sections 501(c)(3) and 170(h) of the Internal Revenue Code or successor or related law.
- The amendment creates or results in impermissible private benefit or private inurement as prohibited by 501(c)(3) of the Internal Revenue Code.

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

7.3. Termination. This Easement may be terminated or extinguished in whole or in part only as set out in this section.

- a. Change of Circumstances. This Easement may be terminated or extinguished if circumstances arise that make continued use of the Protected Property in a manner consistent with the conservation purpose of this Easement impossible or impractical. In this event, this Easement may be extinguished through judicial proceedings.
- b. Condemnation. This Easement may be terminated or extinguished pursuant to the proper exercise of the power of eminent domain.
- c. Proceeds upon Termination. Following any termination or extinguishment of this Easement in whole or in part, the Co-Holders shall be entitled to a portion of the proceeds from any sale, exchange or involuntary conversion of the Protected Property.

The Co-Holder's share of the proceeds shall be an amount equal to the fair market value of this Easement at the time of the extinguishment but 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 permitted improvements made after the conveyance of this Easement.)

The value of this Easement at the time of extinguishment or termination shall be calculated by the method required by the Internal Revenue Service for calculating an income tax deduction for the charitable donation of a conservation easement.

The Co-Holders will use their share of any proceeds in a manner consistent with the conservation purpose of this Easement.

7.4. Warranties. The current Owner represents and warrants as follows:

- a. The current Owner is the sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the Co-Holders.
- b. The Protected Property is free and clear of all rights, restrictions and encumbrances other than those subordinated to this Easement or otherwise specifically agreed to by the Co-Holders.
- c. The Protected Property is not subject to any pending claim, legal proceeding, foreclosure or other legal action affecting title to the Protected Property or the validity or enforceability of this Easement.
- d. The current 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 Co-Holders harmless against any claims of contamination from such substances.

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7.5. Ownership Responsibilities, Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the use, ownership, and maintenance of the Protected Property,

- a. Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of the Co-Holders created by this Easement. The Co-Holders may, at their discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.
- b. Regulatory Compliance. All activities or construction permitted by this Easement shall be undertaken in accordance with applicable federal, state and local laws, regulations and ordinances. Nothing in this Easement shall be construed to exempt the Protected Property or the Owner from otherwise applicable laws or regulations.

The Owner is solely responsible for obtaining any required governmental permits.

- c. Indemnity. The Owner shall defend, indemnify, and hold the Co-Holders harmless from any and all costs or liability for any loss, damage, or personal injury occurring on or related to the Protected Property or the existence of this Easement, except to the extent attributable to the negligence of the Co-Holders.

- d. Insurance. The Owner will name each of the Co-Holders as an additional insured on any general liability insurance policy carried by the Owner with respect to the Protected Property.
- e. Future Environmental Condition. The Owner is solely responsible for Owner's use or release on the Protected Property of any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, the Minnesota Environmental Response and Liability Act, or other similar successor federal, state or local law or regulation regarding responsibility for environmental conditions associated with contamination. The Owner shall take all steps necessary to assure any needed containment or remediation resulting from any release of such substance.

7.6. Notice and Approval. Any notice or request for approval required by this Easement must be in writing and is subject to the following.

- a. Approval Requirements. No activity requiring the prior approval of the Co-Holders may proceed without the Co-Holders written approval as set out in this section. Approval of the Co-Holders must be in writing to be effective. Failure of the Owner to receive approval from the Co-Holders constitutes denial of the request.
- b. 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:  
William Gombold  
51442 Edgewater Road  
Spring Lake, MN 56680

To the Land Trust:  
Minnesota Land Trust  
2356 University Avenue West  
St. Paul, MN 55114

To the Conservation District:  
Anoka Conservation District  
16015 Central Ave NE #103  
Ham Lake, MN 55304

- c. 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.

- d. Content. The notice or request for approval must include sufficient information to allow the Co-Holders to make an informed decision on whether any proposed activity is consistent with the terms and conservation purposes of this Easement. At a minimum, this should include:
- The location, nature, and scope of the proposed activity.
  - The proposed use, design, and location of any building, structure or improvement.
  - The plan for any needed restoration of the Protected Property following construction.
  - Any potential impact on the Conservation Values of the Protected Property.
- e. Approval Decisions. The Co-Holders may withhold approval if they determine in their sole discretion that the proposal may impair or interfere with the Conservation Values of the Protected Property or is inconsistent with the terms or conservation purposes of this Easement or lacks sufficient information to allow the Co-Holders to reach an informed decision. The Co-Holders may condition their approval on the Owner's acceptance of modifications, which would, in the Co-Holders' judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

- 7.7. Binding Effect. This Easement creates a property right immediately vested in the Co-Holders and their successors and assigns that cannot be terminated or extinguished except as set out herein.

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.

If at any time either Co-Holder 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.

- 7.8. Definitions. Unless the context requires otherwise, the following terms are defined as follows:

- a. "Owner" includes, jointly and severally, the current owner or owners of the Protected Property identified above and their personal representatives, heirs, successors and assigns in title to the Protected Property.

- b. "Land Trust" includes the Minnesota Land Trust and its successors or assigns to its interest in this Easement.
- c. "Conservation District" includes the Anoka Conservation District and its successors or assigns to its interest in this Easement.
- d. "Easement" includes both this instrument of conveyance and the property interest conveyed from the Owner to the Co-Holders.

7.9. Co-Holders. The rights conveyed to the Land Trust and the Conservation District as Co-Holders under this Easement may be exercised by either of them separately or by both of them jointly. Without limiting the rights of either party, it is nevertheless the intention of the Co-Holders to use all reasonable efforts to coordinate their activities in carrying out their rights and responsibilities under this Easement. To that end, the following outlines the general manner in which the Co-Holders intend to carry out their rights and responsibilities:

- a. Monitoring. The Land Trust shall be generally responsible for periodically monitoring the Protected Property for compliance with the terms of this Easement and will provide the Conservation District with information regarding the results of such monitoring.
- b. Notice and Approval. When providing notice or requesting approval as set out in section 7.6 above, the Owner shall give notice to both the Land Trust and the Conservation District. The Land Trust and the Conservation District shall use all reasonable efforts to coordinate their response to any request for approval.
- c. Enforcement. If either Co-Holder finds that there has been a violation of the terms of this Easement, that party shall immediately notify the other Co-Holder and both Co-Holders shall use all reasonable efforts to reach agreement on how to proceed.

7.10. 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.

7.11. Recording. The Co-Holders will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The Co-Holders 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.

7.12. Interpretation. This Easement shall be interpreted as follows:

- a. 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.

- b. 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.
  - c. Captions. Captions have been inserted in this document solely for convenience of reference and shall have no effect upon interpretation or construction.
  - d. Future Economic Condition. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.
- 7.13. Additional Documents. The Owner agrees to execute or provide any additional documents reasonably needed by the Co-Holders to carry out in perpetuity the provisions and the intent of this Easement, including, but not limited to any documents needed to correct any error or mutual mistake, legal description or title matter or to comply with any federal, state, or local law, rule or regulation.
- 7.14. Entire Agreement. This document sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions or understandings.
- 7.15. Signatures. This Easement may be completed with the signatures of the parties to this Easement executed and notarized on separate pages, which when attached to this document shall constitute one complete document.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, the Owner has voluntarily executed this Conservation Easement on the 29 day of August, 2010.

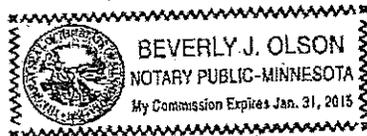
OWNER:

William B. Gombold  
William B. Gombold

State of MINNESOTA )  
County of Ramsey ) ss

The foregoing instrument was acknowledged before me this 24 day of Aug, 2010, by William B. Gombold, a single person.

Beverly J. Olson  
Notary Public  
My Commission Expires:



ACCEPTANCE

The MINNESOTA LAND TRUST hereby accepts the foregoing Conservation Easement effective as of the 24 day of Aug, 2010.

MINNESOTA LAND TRUST

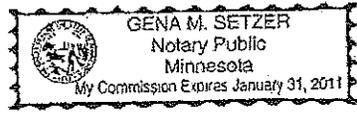
By: [Signature]  
Kris Larson

Its: Executive Director

State of MINNESOTA )  
County of Ramsey ) ss.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of August, 2010, by Kris Larson, the Executive Director of the Minnesota Land Trust, a non-profit corporation under the laws of the State of Minnesota, on behalf of said corporation.

[Signature]  
Notary Public  
My Commission Expires:



The ANOKA CONSERVATION DISTRICT hereby accepts the foregoing Conservation Easement as of the 24 day of Aug, 2010.

ANOKA CONSERVATION DISTRICT

By: Mary Jo Truchon

Its: Chair

State of MINNESOTA )  
 ) ss  
County of Anoka )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2010, by Mary Jo Truchon, the Chair of the Anoka Conservation District, a county level subdivision of the State of Minnesota under the laws of the State of Minnesota, on behalf of said entity.

Sarah Stommen  
Notary Public  
My Commission Expires:



This document drafted by:

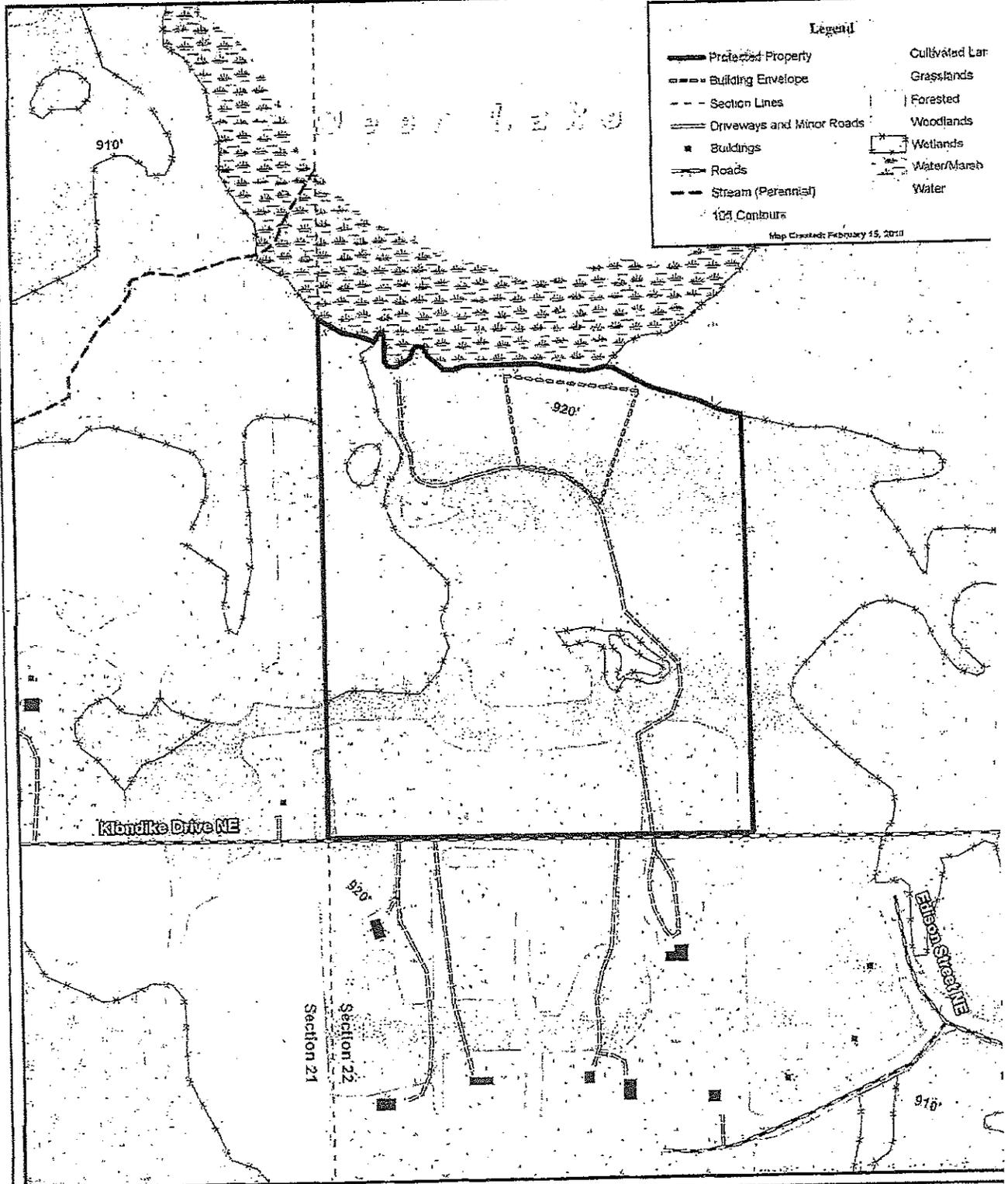
Minnesota Land Trust  
2356 University Avenue West  
St. Paul, MN 55114

Exhibit A

Legal Description of the Protected Property

Government Lot 1, Section 22, Township 33, Range 23, Anoka County, Minnesota

# Exhibit B: Property Map



## Map Resource Information

Protected Property, Building Envelope, Section Lines, Buildings, Roads, Driveways & Minor Roads, 10-Foot Contours, Cultivated Land, Grasslands, Forests, Woodlands, Wetlands, Water/Marsh, & Water created by Community GIS Services Inc.

Users of this map agree and acknowledge that Community GIS Services Inc. and the Minnesota Land Trust cannot be held liable for accuracy of GIS material provided. GIS materials should not be relied upon to establish legal title, boundary lines, or locations of improvements.

## Site: Deer Lake - Tract: Gombold

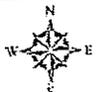
Anoka County - Twp. 33 N Rng. 23 W Sec. 22



Scale:  
1" = 400'

400 200 0

Feet



ANOKA COUNTY MINNESOTA

Document No.: 2017076.001 ABSTRACT

I hereby certify that the within instrument was filed in this  
office for record on: 08/25/2010 3:49:00 PM

Fees/Taxes In the Amount of: \$48.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MLE, Deputy

Record ID: 2336432

708331



July 16<sup>th</sup>, 2012

Anoka County Board of Commissioners  
Anoka County Government Center  
2100 – 3<sup>rd</sup> Ave  
Anoka, MN 55303

Subject: DNR Land Purchase in the NW 1/4 of Section 22, City of East Bethel

Commissioners,

**Executive Summary:**

The 51-acre Gombold property being proposed for purchase by the MN DNR has soils to sustain development, with wetlands that are located such that they pose no encumbrance to development. Areas defined as natural community by the MN County Biological Survey, are also located such that a development could occur with little or no impact to their ecological diversity.

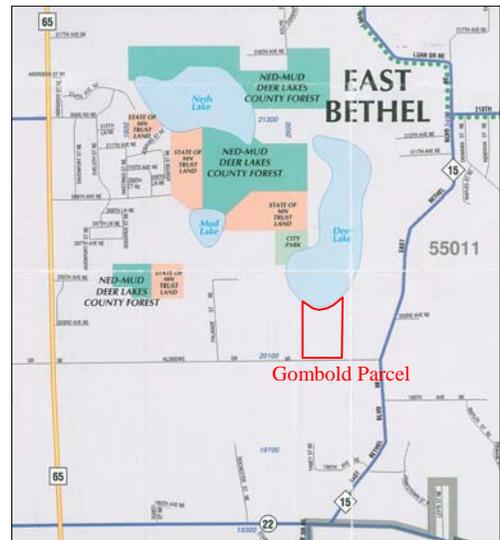
The aspect that makes the site undevelopable, save a 2.5-acre building envelope, is the permanent conservation easement that was placed on the parcel. This easement does not allow for a traditional multi-unit residential or commercial development. The only allowable development is restricted to the building envelope for a single residence or small commercial building not to exceed a 3000 ft<sup>2</sup> footprint.

Terms of Property Use and Improvements were written by Mr. Gombold, with coordination from the MN Land Trust to protect the values of which the land was used by the Gombold family since the 1920's.

**Introduction:**

The Mn Department of Natural Resources (DNR) is proposing to purchase a 51- acre property from William Gombold within the City of East Bethel. Anoka Conservation District has been asked to provide information regarding the best utilization and capability of the land, as prescribed under MN Statute 97a.145 Subd 2 (b) Wetlands for Wildlife.

The property is located in East Bethel approximately 1.5 miles northeast of the intersection of TH 65 and CSAH 22, within the NW 1/4 of Section 22, Township 33 North, Range 23 West, Anoka County, Minnesota.



## Conservation Easement and Background

A conservation easement is a permanent easement placed on a parcel that has defined property uses and improvement terms in order to protect the natural resources values outlined in the easement.

Previously, (year unknown), the Mn DNR attempted, but failed to come to an agreement, to purchase the property for a Wildlife Management Area (WMA). The parcel was of particular interest because it bordered the Sand Hill Crane Natural Area, and Deer Lake. The Sand Hill Crane Natural Area consists of 530 acres of biologically significant natural resources, which includes Deer Lake, as it is classified as a natural environment lake.

Combined these areas constitute a regionally significant wildlife corridor identified by the DNR and Metropolitan Conservation Corridor Partnership.

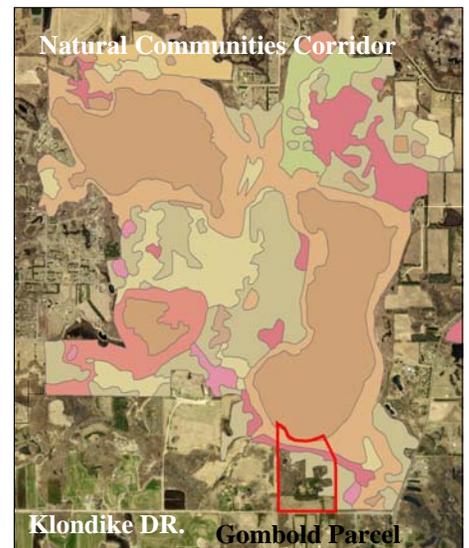
Additionally, one of the stipulations in the MN statute when the DNR purchases land is that public access by right-of-way or easement from a public road is required. As you can see on the figure, the Gombold parcel is only a small piece of wildlife corridor, but it allows direct access via Klondike Drive to the larger tract.

In 2007, Mr. Gombold initiated the process of platting a four-lot residential development on the southern portion that was formerly cultivated, with a provision of placing a conservation easement on the remaining 31-acres. However, the expense of paving Klondike Drive proved prohibitive, and so the development was never finished, subsequently the easement not placed.

So, in 2009 the Mn Land Trust initiated discussions with Mr. Gombold, and MN DNR on options to protect the parcel. In 2010 Mr. Gombold, with coordination from the Minnesota Land Trust, finalized the conservation easement terms, and placed the easement.

The parcel has been used for recreational hunting by the Gombold family since the 1920's, hence the easement values were written to protect in perpetuity the areas natural resources for those values, which are listed below:

- *Wildlife Habitat and Natural Area.*  
The undeveloped qualities of the parcel provide significant habitat for a variety of wildlife and natural communities.
- *Aquatic and Riparian Habitat.*  
The undeveloped shoreline and wetlands along Deer Lake preserve the water quality of the lake and provided shoreline habitat for aquatic wildlife and natural communities.
- *Scenic values.*  
The natural character of the parcel provides scenic enjoyment.



## Conservation Easement Terms of Property Uses and Improvement

There are several terms of use and improvements written into the conservation easement. These terms severely restrict land-use, but allow the ability to build structures, and maintain the property for a single residence, limited commercial endeavor, or more applicably a small DNR facility for public use or value.

The following are paraphrased terms of property uses and improvements within the conservation easement.

- Currently the property is used for recreational purposes including hunting, wildlife habitat, and observation. Other non-intensive recreational activities such as hiking and camping are allowed.
- Commercial or industrial uses are prohibited. However, a home business or small commercial enterprise is allowed.
- One residential and related structures, not to exceed 3000 ft<sup>2</sup>, are allowed within a pre-determined 2.5-acre building envelope. *(The figure below illustrates the location of the building envelope).*
- A limited amount of trees and shrubs can be cleared for the building site to obtain a filtered view of Deer Lake.
- Agricultural uses are prohibited, with the exception of personal gardens, maple syrup or harvesting native seed.
- Limited off-road use of motorized vehicle is allowed only in conjunction with habitat restoration. Motorized vehicle traffic must not result in erosion or impair the conservation values.
- The existing driveway can be maintained or improved, but not widened or relocated without prior approval. The driveway leading past the building envelope to Deer Lake may not be improved.
- The existing dock may be maintained or replaced if necessary, but not expanded or relocated.
- Unpaved walking trails for non-motorized vehicles may be created.
- Utility systems and facilities may be installed to provide on-site services.

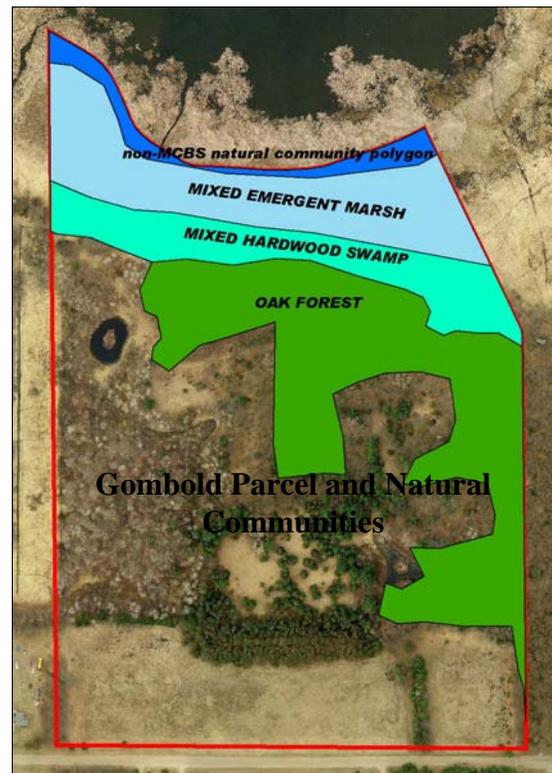
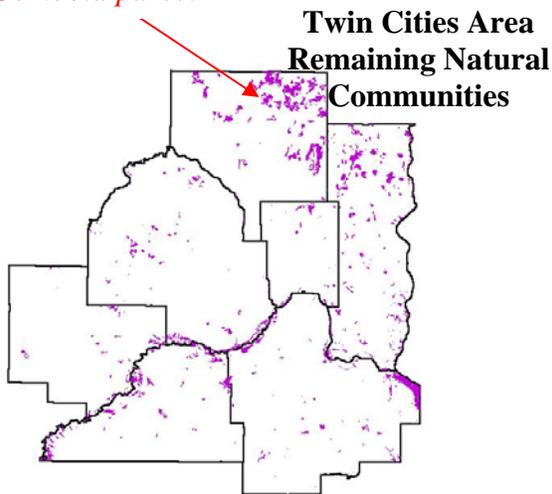


## Natural Resources

Natural resources including ecological habitat, soils and wetlands play an important role in determining the capability of the land to support a given use. However, in this case, a pre-determined factor is the property uses and improvement terms in the conservation easement, whereas the site is excluded from traditional residential or commercial development.

Ecological Quality: High quality ecological systems are those that have been left largely uninfluenced by development or invasive species. The MN County Biological Survey inventoried these areas and refers to them as Natural Communities. The following figures show the remaining high quality ecological systems in the twin cities area. Anoka County, specifically the northeastern part, which encompasses the Gombold parcel, has the highest concentration of remaining natural communities in the region.

*Approximate location of the Gombold parcel*



Approximately 43% of the site is mapped as high quality ecological systems with outstanding ecological diversity by the Mn County Biological Survey. These include Oak Forest (11-acres), Hardwood Mixed swamp (4-acres) Mixed emergent marsh and other natural community (7-acres). The remaining forested and wetland areas were also deemed sites with high biodiversity significance.

However, the open area adjacent to the access road (Klondike Drive NE) is not deemed natural community and according to records within the conservation easement was pastured and farmed since the early 1920's.

**Soils:** Soil characteristics in Anoka County that limit the capability of the land to support an intended use are often a result of high water tables. The soils on this parcel follow a topographic drainage sequence from higher to lower elevations. The soils on the upper elevations are well drained with little to no limitations. As you progress down slope the limitations increase to the point where they are unsuitable for any development.

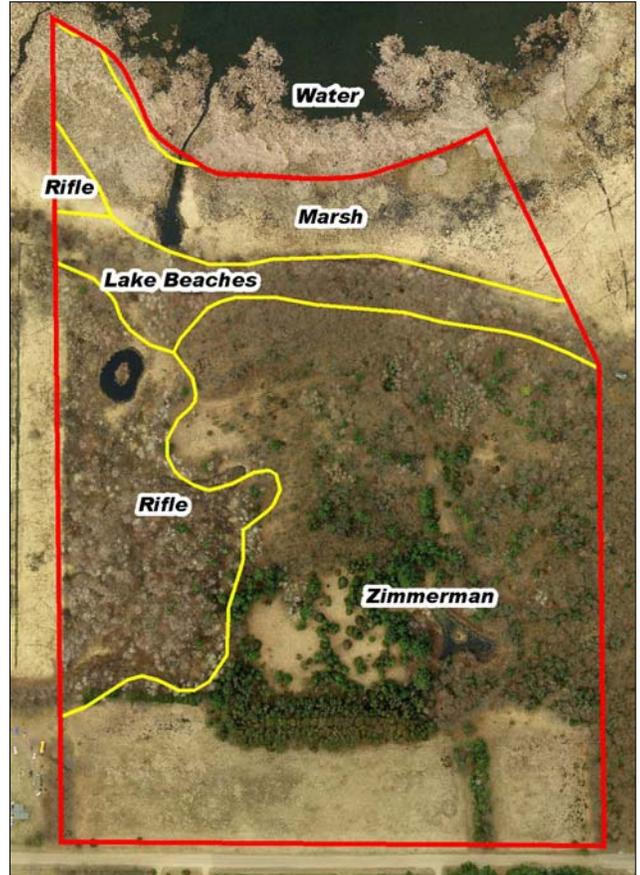
The *Zimmerman* soil is located in the upper elevations. It is an excessively well drained, sandy soil with few limitations for development. The exception being, it is a poor filter (*drains too fast*) for septic systems.

The *Rifle Mucky Peat* soil is in lower elevations. It is a very poorly drained organic soil commonly found in wetlands. High water tables and organic matter are severe limitations of this soil. Even when drained it must be corrected to support any development.

The *Lake Beach* soil is a mineral soil located adjacent to Deer Lake. It has severe limitations due to high water table and flooding. The Marsh soil is not much more than a floating mat of vegetation over water.

The Zimmerman soil, constitutes 61% of the land area is capable of meeting any development requirements. As you can see in the figure, the Zimmerman soil is adjacent to the main road and could be accessed without impediment.

As the soils slope downward towards the lake, the water tables rise, thus capabilities of the soils diminish. But with the severely limited wet soils being located off to the side and rear of the site, and the dry sandy soils located near the access road, soil would not be a limiting factor for any development that could have occurred prior to establishing the conservation easement. A substantial portion of the allowable building envelope is on the *Zimmerman* soil.



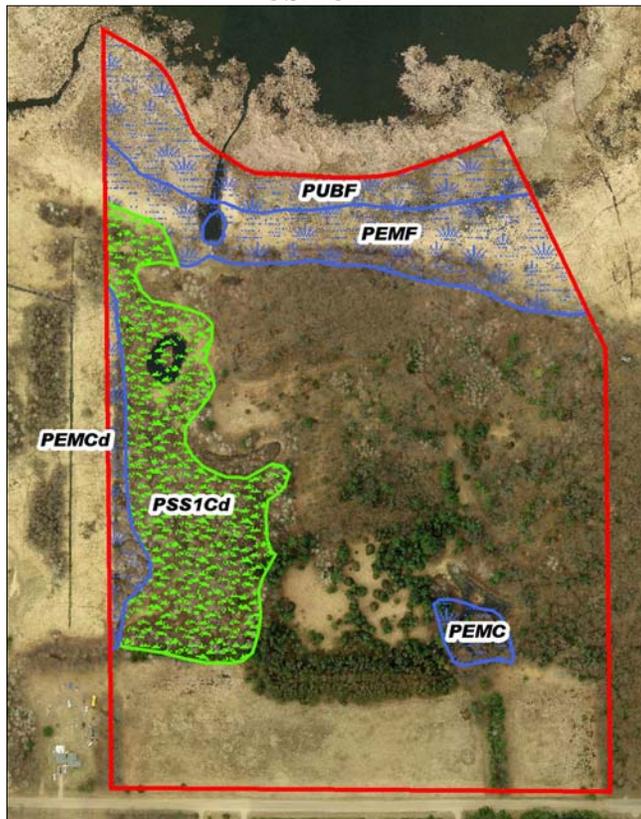
Name	Symbol	Texture	Water Table (Feet)	Septic Limitations	Basement Limitations	Wetland Status	Acres
Lake Beaches	Lb	Sandy	-1 to -6	Wetness	Severe	Wetland	4.1
Marsh	Mc	Marsh	0 to +3	Wetness	Severe	Wetland	7.0
Rifle	Rf	Mucky peat	0 to -1	Wetness	Severe	Wetland	8.6
Zimmerman	ZmB	Fine sand	-6 +	Poor filter	Slight	Non-Wetland	31.3

Wetlands: The MN Wetland Conservation Act of 1991 (WCA) regulates the draining, filling and some excavation of wetland throughout the state. Ultimately it requires wetland impacts be replaced after efforts to avoid and minimize impacts have been exhausted. The map below shows an approximate location of wetlands based upon the National Wetland Inventory conducted by the US Fish and Wildlife Service.

There are different jurisdictional statuses of the wetland bodies. However, the rules for the most part are same as the WCA. On this site the majority of the wetlands are placed on the perimeter of the parcel, outside the building envelope, and does not pose any significant hindrance to development.

Symbol	Type	Vegetation Regime	Hydrology	Modifier	Circular 39 Type
PEMF	Palustrine	Emergent	Semi-permanently flooded	None	4
PUBF	Palustrine	Unconsolidated Bottom	Semi-permanently flooded	None	5
PSS1Cd	Palustrine	Shrub	Seasonally flooded	Ditched	6
PEMCd	Palustrine	Emergent	Seasonally flooded	None	2
PEMC	Palustrine	Emergent	Seasonally flooded	Ditched	2

**National Wetland Inventory wetlands regulated by the WCA and USACE**



**Mn DNR Protected wetlands regulated by the DNR and USACE**



## **Development Capability Considerations**

When developing a parcel normally natural resource issues play a large role of how that parcel can be developed, which include:

- Soil suitability to support septic systems, homes, roads.
- Wetland location and their potential impacts
- Infrastructure considerations for configuration of developable lands
- Quality of the natural resources

As stated in their individual sections, neither the soils nor wetlands pose any significant impediment to the development of the site. The parcel has a contiguous developable upland that poses no limitation for accessibility or road constriction. However, Klondike Drive is currently gravel and would need to be paved in order to meet road standards, which proved cost prohibitive in the past.

While the quality of the natural resources is high, they are located on the north side of the parcel. A limited development could occur on the south side with little to no adverse environmental impact. However, in this case the conservation easement, specifically the terms of property uses and improvement, supersedes the natural resource issues. The terms of the easement simply do not allow any form of traditional development, save a single home or limited commercial site within the building envelope.

## **Conservation Considerations**

When considering if a property is worth long-term conservation we considered the following:

- Location of the property relative to the countywide wildlife corridor plan.
- Quality of the natural resources on the property.
- Cost of ecological restoration.
- Development potential and the opportunity cost of conservation.
- Capable land manager.

Location: The property is located adjacent to Sandhill Crane Natural Area and within the countywide wildlife corridors network identified by the DNR, Metropolitan Conservation Corridor Partnership and Anoka Conservation District.

### Quality of natural resources:

Almost half of the site is considered natural community of outstanding ecological diversity by the Mn County Biological Survey. In addition, on-site review by Anoka Conservation District staff identified much of the remaining acreage as high quality upland forest, prairie and shrub wetland.

Cost of restoration: Cost of ecological restoration and management can be very exorbitant and is a necessary consideration when acquiring property. This property requires no known ecological restoration.

Development potential: To ensure the optimum long-term use of a property, consideration should always be given to its development potential. As discussed earlier, the terms of property uses and improvement within the conservation easement prohibit any development that would create significant tax revenue.

Capable land manager: The MN DNR intends to own and manage this property as part of a Wildlife Management Area. They are an ideal land manager for conservation purposes.

### **Summary and Conclusion**

Considering that:

- The conservation easement's terms of use will not allow any significant development.
- The natural resources are of exceptionally high ecological quality.
- The property is located within an identified wildlife corridor.
- The cost of long term maintenance and restoration is anticipated to be very low

The Anoka Conservation District staff determination is that the characteristics of this site lend it more favorably to long-term conservation than to development, and would support its sale to the MN DNR. I hope you find this information and analysis useful in your deliberations.

Sincerest Regards,

 7/16/2012

Dennis J. Rodacker

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