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MARY B. BETZ, COUNTY RECORDER
HOUSTON COUNTY, MN
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RE-32RBD
7/00

RIGHT OF WAY EASEMENT FOR RURAL ELECTRIC LINE

Know All Men By These Presents: That Epic Adventures LLC, Grantor(s), claiming title by Warranty Deed, dated June 20, 2023 and recorded on June 20, 2023, as Document Number A310210, in the Office of the County Recorder, Houston County, Minnesota, in consideration of the sum of One Dollar (\$1 00) and other valuable considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, warrant, and convey unto

Return to:
DAIRYLAND POWER COOPERATIVE
P O. Box 817
La Crosse, Wisconsin 54602-0817
ATTN: RE/RW & Related Services Dept.

150131000

Parcel Identification Number

Line:	<u>LN134</u>	Formerly:	<u>N134</u>
Parcel:	<u>009</u>	Formerly:	<u>009</u>

DAIRYLAND POWER COOPERATIVE

a Wisconsin non-stock cooperative association, its successors, licensees, lessees, tenants, subsidiaries or assigns, hereinafter called Grantee, the exclusive perpetual right and easement to enter upon the property of the Grantors as described in the instrument(s) recited above, to survey, construct, reconstruct, replace, operate, maintain, renew and remove in, upon, over and across the hereinafter described right of way strip, electric transmission, electric distribution, and communication line system(s), or any combination thereof, overhead and underground and all devices appurtenant thereto, including, without limitation by specification, structures, crossarms, transformers, splice boxes, conduits, and other such appliances, accessories, footings, and supporting devices (which if necessary, may be located outside of said right of way strip) as Grantee deems necessary for the purpose of exercising the rights and easement herein granted. The right, permission, and authority to apportion the rights herein to third parties is also granted to the Grantee, together with the right to cut down and remove all trees and bushes, or apply chemicals for purposes of controlling brush, now or hereafter, growing upon the right of way strip, including tall or leaning trees adjacent to or near said right of way strip which may endanger the facilities authorized hereunder or impede the access to said right of way strip, all with no future additional payment, and the right of uninterrupted access, ingress, and egress over the adjacent property of the Grantor(s) to and from the right of way strip along a route which will cause the least possible interference with existing land use.

Actual damage to crops, fences, improvements and soil of the Grantor(s), its successors, heirs, assigns, or tenants, caused by employees, agents, or contractors of the Grantee, shall be promptly paid by the Grantee.

Grantor(s) expressly reserve(s) the use of the surface of the right of way strip, for such purposes as in the opinion of the Grantee, are not inconsistent with the rights herein granted. No structure(s) will be erected, or inflammable material placed or accumulated, or trees planted on said right of way strip by Grantor(s), who further covenant(s) and agree(s) that the elevation of the existing ground surface within the right of way strip will not be altered by more than one (1) foot without the written consent of Grantee, and that no fences, gates, signs, posters, or other attachments shall be placed on or attached to the supporting structures.

Said right of way is a strip of land 80 feet in width, lying within or partly within the SE¼-NE¼, Section 12, T101N, R6W, Town of Wilmington, County of Houston, State of Minnesota, and being specifically described as lying 40 feet on each side of the following described centerline:

Beginning at a point on the South line of the NW¼ of Section 7, T101N, R5W; said point being a distance of approximately 9 feet East of the W¼ corner of said Section 7; thence N02°10'11"W, a distance of approximately 1,312 feet to a point on the North line of the SW¼-NW¼ of said Section 7, and there terminating. **Excepting** lands not owned by Grantor. The boundaries of said easement are to extend as necessary to intersect with existing property lines.

All bearings referenced to Minnesota State Plane Coordinate System South Zone NAD'83(2011) 2203, distances are US Feet (bearings and distances are Grid values).

This easement is also given to provide for the reconstruction of the electrical transmission line originally constructed and operated under the auspices of those certain easement instrument(s) dated July 1, 1940 and not recorded; and, dated July 13, 1994 and recorded August 1 1994, as Document Number 178513 in book 416 of Miscellaneous on page 265, in the Office of the County Recorder, Houston County, Minnesota, and further, to provide a legal description defining the location of said existing transmission line at its reconstructed location.

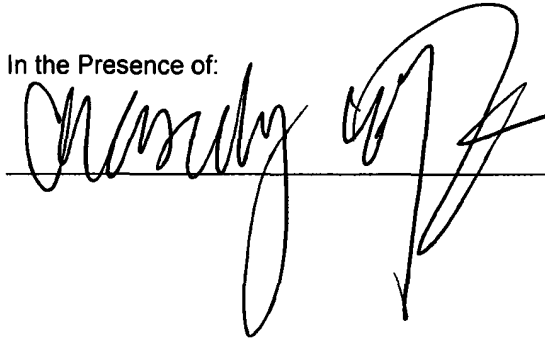
TO HAVE AND TO HOLD said easement, together with all and singular the rights and privileges appertaining thereto unto said Grantee, its successors and assigns forever. This conveyance shall be binding on the heirs, representatives, and assigns of the Grantors and Grantee.

The warranties contained herein are made subject only to the following delinquent taxes, mortgages, liens or encumbrances: Mortgage to Merchants Bank, National Association dated June 20, 2023 and recorded on June 20, 2023, as Document Number A310211; Assignments of Rents, to Merchants Bank National Association dated June 20, 2023 and recorded on June 20, 2023, as Document Number A310212 and, Mortgage, to Steve Kiesler and Belinda Kiesler, husband and wife, dated June 20, 2023, as Document Number A310213; all in the Office of the County Recorder, Houston County, Minnesota.

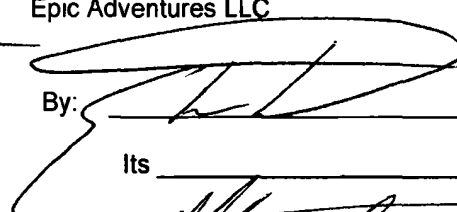
And the undersigned owner(s) and holder(s) of said Mortgages and Assignment of Rents as to said property above described, for the consideration above stated, do(es) hereby join in and consent to said easement free and clear of said encumbrance(s), by their/its signature(s) below or by separate instrument.

WITNESS THE HANDS AND SEALS OF THE GRANTOR(S) (and the person(s), if any, joining in and consenting to this easement) this 2 day of JAN, 2025.

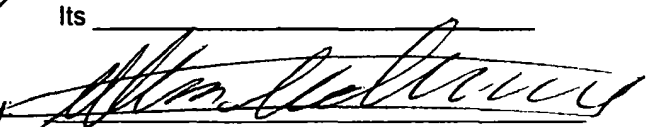
In the Presence of:



Epic Adventures LLC

By: 

Its _____

By: 

Its _____

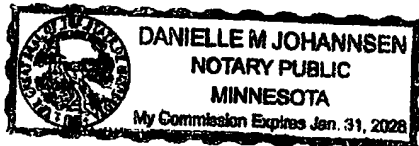
ACKNOWLEDGEMENT

STATE OF MN)
COUNTY OF Waseca) §

This instrument was acknowledged before me on 01-02-2025
(date)

by Steve Kiesler and Allen Anderson
(names of persons signing the document)

as members of Epic Adventures
(type of authority i.e. trustees, president, secretary) (name of party i.e. bank, trust)



Danielle M Johannsen
Notary Public in the State of MN
My Commission Expires: 01-31-2028

DRAFTED BY:

Jane M. Eggen,
Dairyland Power Cooperative,
P.O. Box 817,
La Crosse, WI 54602-0817
Tel.#:608/788-4000

**PERPETUAL CONSERVATION EASEMENT
STATE OF MINNESOTA, BOARD OF WATER AND SOIL RESOURCES**

This Conservation EASEMENT is made this 30th day of May, 1996,
between Donald E. Anderson and Carol Sanderson Anderson, husband and wife

hereinafter collectively referred to as "Grantors", and the State of Minnesota, by and through the Board of Water and Soil Resources, hereinafter referred to as the "Board".

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (RIM) and the PERMANENT WETLAND PRESERVES LAW (PWP) Minn. Stat. Sec. 103F.501 TO 103F.531., along with Section 84.95 and the WETLAND CONSERVATION ACT of 1991, authorize the Board to acquire conservation easements on eligible lands; AND

WHEREAS the Board is authorized to establish conservation practices to protect soil and water quality and to enhance fish and wildlife habitat on conservation easements; AND

WHEREAS, the Grantors are the owners of eligible marginal lands, and/or drained or existing wetlands and/or cropland adjacent to these lands, and desire to convey such lands as a perpetual RIM conservation easement to the State of Minnesota.

NOW, THEREFORE, the Grantors, for themselves, their heirs, successors and assigns, in consideration of the sum of Twenty-two Thousand Six Hundred Seventy-nine and 94/100 DOLLARS (\$22,679.94), do hereby grant, convey and warrant to the Board, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth in Minn. Stat. Sec. 103F.501 et. seq. and all rules adopted thereto, over and upon the following described land situated in the County of Houston State of Minnesota, to-wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.

The easement covers only that portion of the parcel delineated as the "easement area" identified on Exhibit "A", which is attached hereto and incorporated herein. The easement area consists of a total of 46.0 acres, of which No acres are not monetarily compensated by the State but are subject to the terms of the easement. The easement area is subject to all prior easements, roadways, and mineral rights of record.

NO RIGHTS ARE GRANTED TO THE GENERAL PUBLIC FOR ACCESS TO OR ENTRY UPON THE LANDS DESCRIBED HEREIN.

FURTHER, THE GRANTORS REPRESENT AND WARRANT THAT THERE ARE NO HAZARDOUS SUBSTANCES, POLLUTANTS OR CONTAMINANTS IN OR ON THE EASEMENT AREA, AND THAT THE GRANTORS, THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL NOT PLACE ANY TOXIC OR HAZARDOUS SUBSTANCES, POLLUTANTS OR CONTAMINANTS IN OR ON THE EASEMENT AREA.

FURTHER THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS COVENANT THAT THEY:

1. Shall establish and maintain vegetative cover on the easement area, including any necessary replanting thereof, and other conservation practices, including any necessary maintenance or repair of any structures, in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the Board. Any amendments to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the Board.
2. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the conservation easement area that are necessary to establish and manage wetland practices identified in the conservation plan. Water levels will be managed and controlled only by the Board or its agents, which may include the SWCD or Department of Natural Resources.
3. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the Board and all necessary governmental permits.
4. Shall not produce agricultural crops on the easement area, except with the prior written approval authorization of the Board for wildlife or timber stand management purposes.
5. Shall not graze livestock on the easement area.
6. Shall not place any materials, substances or objects, nor erect or construct any type of structure, temporary or permanent, on the easement area, except as provided in the Conservation Plan.
7. Shall be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the easement area.
8. Shall not alter wildlife habitat, natural features, the vegetative cover, or other conservation practices on the easement area as described in the Conservation Plan, without the prior written approval of the Board.
9. Shall restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.
10. Shall notify the Board in writing of the names and addresses of the new owners within 30 days after the conveyance of all or part of the title or interest in the land described herein.

Easement Number 28-06-94-01

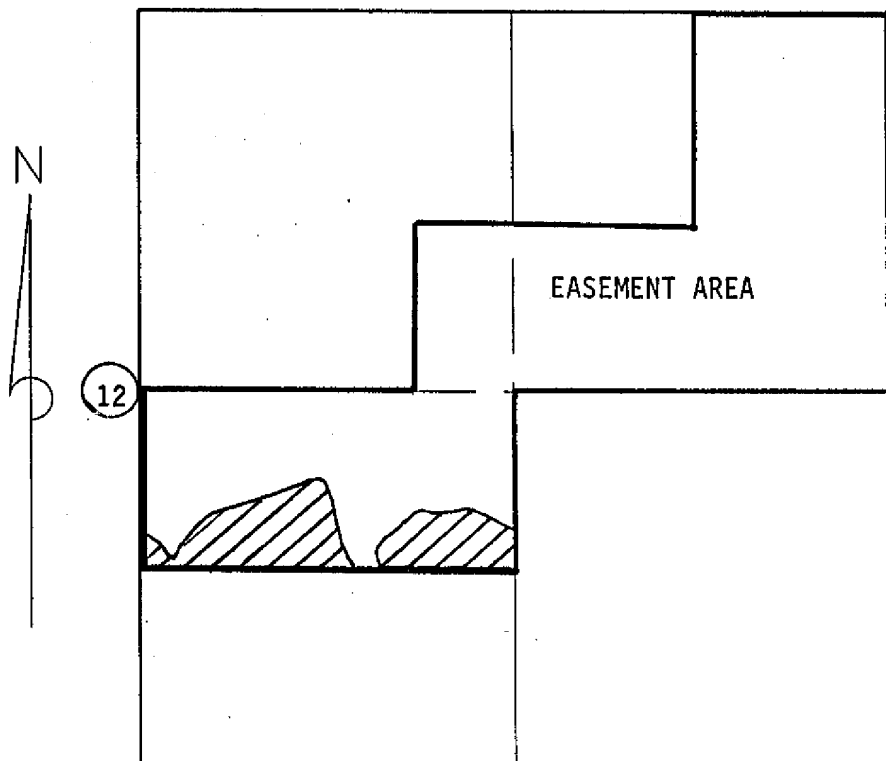
STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

15-0136 Part of the north 660 feet of the NW1/4 of the SE1/4;
15-0131 { The south 594 feet of the east 1650 feet of the S1/2 of the NE1/4;
The east 660 feet of the S1/2 of the NE1/4 lying north of the south 594
feet thereof;
All located in Section 12, T.101 N., R.6 W.

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT "A"

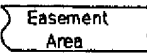
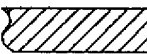
This map delineates the easement area(s) referred to in the attached conservation easement conveyance.

Section 12, T. 101 N., R. 6 W., Houston County



Scale: ☐ 4 inches = 1 mile
☒ 8 inches = 1 mile

LEGEND

-  Center of Section
-  Boundary of Described Lands
-  Lands Included in Easement
-  Lands Not Included in Easement

For County Recorder Use Only:

Prepared By:

Board of Water and Soil Resources

Dated:

December 8, 1995

11. Shall pay when due all taxes and assessments, if any, that may be levied against the easement area.
12. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this easement.
13. Shall allow authorized agents of the Board to enter upon the easement area for the purpose of inspection and enforcement of this easement, together with the right to ingress and egress to the easement area from a public road. Established access routes shall be used whenever practical.
14. Other provisions:

FURTHER, This easement shall run with the land and shall be binding upon the Grantors, their heirs, successors and assigns.

FURTHER, this Easement shall be enforceable by the Board as provided in Minn. Stat. Sec. 103F.515, Subd. 9, and/or by such other relief as may be authorized by law. Any ambiguities in this easement shall be construed in a manner which best effectuates the purposes of protecting soil, improving water quality, and enhancing fish and wildlife habitat.

FURTHER, THE GRANTORS OF A RIM CONSERVATION EASEMENT, FOR THEMSELVES, COVENANT that they shall not convert to agricultural crop production or pasture any other land, owned or leased as part of the same farm operation at the time of application, if said land supports natural vegetation or has not been used in agricultural crop production.

IN WITNESS WHEREOF, the Grantors have caused this Conservation Easement to be duly executed.

Donald E. Anderson
Donald E. Anderson

Carol Sanderson Anderson
Carol Sanderson Anderson

ACKNOWLEDGEMENT BY GRANTORS

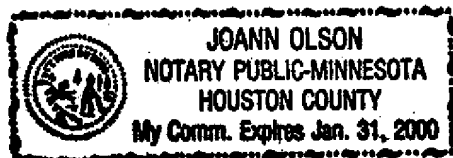
STATE OF Minnesota

COUNTY OF Houston

The foregoing instrument was acknowledged before me this 30th day of May, 1996,

by Donald E. Anderson and Carol Sanderson Anderson, husband and wife.

(Notary Stamp or Seal)



Notary Public Signature Joann Olson

Commission expires on January 31, 2000

County Recorder Use Only

RECORD'D ☒
COMP'D ☐
INDEX'D ☐
TRACT'D ☐

Office of County Recorder
County of Houston, Minn.

File No.

185504

I hereby certify that the within instrument was filed
for record on the 30th day of May
A.D. 1996 at 11:30 o'clock AM and was duly
recorded in Book 438 of MHC on
page 63 D. A. Tessmer

By Geraldene K. Kugler County Recorder
Deputy

This instrument was drafted by:
Board of Water and Soil Resources
One West Water Street, Suite 200
St. Paul, Minnesota 55107

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