

**FLOWAGE AND CONSERVATION EASEMENT
AND WAIVER OF DAMAGES**

THIS INDENTURE, made and entered into this 4th day of August 1937 by and between Paul W. Boyke and Virginia L. Boyke, husband and wife and its heirs, assigns, and successors [hereinafter collectively referred to as the Grantor(s)] and the City of Orono, its successors and assigns, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the Grantee).

WITNESSETH, Grantor(s), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, hereby covenant, grant, gift, quit claim and convey to grantee the right to restrict and grantor(s) agree to limit and preclude the use, improvement and development, under the conditions and covenants herein contained, the following described Land in the County of Hennepin and State of Minnesota:

Refer to legal description as per the attached Exhibit.

as follows:

1. Grantor(s) hereby covenant and agree(s):

A. No structures shall be constructed, erected, or placed upon, above, or beneath the Land including without limitation, fences, fireplaces, steps, docks, piers, hardcover or roads of any nature whatsoever, or any other structure or improvement inconsistent with the natural state of the Land.

B. No trees, shrubs or other vegetation shall be destroyed, cut or removed from the Land except as authorized by written consent of Grantee.

C. No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved or removed from the Land and there shall be no dredging or excavation of any nature whatsoever or any change of the topography of the Land without the written consent of Grantee.

D. No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Land and no waste, trash or garbage shall be placed, dumped or stored upon the Land.

E. No use shall be made of the Land except uses, if any, which will not change or alter the natural condition of the Land, and no use which would tend to change the drainage, flood control, water conservation, erosion control, soil conservation, fish and wildlife habitat characteristics shall be made of the Land or the water situated thereon.

F. Grantee may enter upon the Land for the purposes of inspection and enforcement of the covenants contained herein and to cause to be removed from the Land without any liability any structures, uses, materials, substances, or unnatural matter inconsistent with the covenants contained herein and the natural state of the Land.

STATE OF MINNESOTA COUNTY OF HENNEPIN

Noted on the 1st day of August 1937 in my office.

1937

2. Grantor(s) hereby grant, gift, quit claim and convey to Grantee, a perpetual flowage easement and right and privilege to trespass with water over and upon any or all of the Land.

3. Grantor(s) herein do hereby remiss, release, acquit and forever discharge, forever, the Grantee and any and all of its officers and employees of and from any and all claims, demands or causes of action of any kind or nature whatsoever which may arise or accrue by virtue of any flowage or trespass with water within terms of these agreements.

In addition to any other remedy the Grantee may have, the covenants and restrictions contained herein may be enforced by injunction.

Grantor(s) do not intend that the public should have any interest in the above land by virtue of this indenture or otherwise, except as hereinabove set forth.

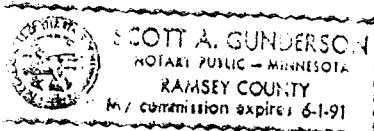
The Grantor(s) herein certify that the land herein described are free and clear of all encumbrances except:

All provisions hereof shall run with the land and shall extend to and bind the heirs, successors, representatives, grantees or assigns of the respective parties hereto.

Paul W. Boyke
Virginia L. Boyke

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 4th day of August, 1987 before me a Notary Public within and for said County and State, personally appeared Paul W. Boyke and Virginia L. Boyke known to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he (they) executed the same as his (their) free act and deed.



Scott A. Gunderson
NOTARY PUBLIC
6/1/91
MY COMMISSION EXPIRES

This instrument was drafted by:
POPHAM, HAIK, SCHNOBRICH, KAUFMAN & DOTY, LTD.
4344 IDS Center, Minneapolis, MN 55402
(612) 335-9331

TRANSFER ENTERED
DEPT. OF PROPERTY TAX & PUBLIC RECORDS

AUG 17 1987
HENNEPIN COUNTY, MINN.
BY *[Signature]* CLERK

COFFIN & GRONBERG, INC.
SURVEYING, ENGINEERING AND LAND PLANNING
482-A TAMARACK AVENUE
LONG LAKE, MINN. 55368

478-4141

6-1-87

**Legal Description
for Flowage and Conservation Easement
over Wetlands on Lot 2, Block 1, Lauranne Woods
Orono, Minnesota**

The part of Lot 2, Block 1, Lauranne Woods, according to the recorded plat therefor, which lies easterly of the following described line: Commencing at the northeast corner of said Lot 2; thence south along the east line of said Lot 2 a distance of 105.00 feet to the point of beginning of the line to be reserved; thence southwesterly deflecting right 25 degrees a distance of 81.0 feet; thence southeasterly deflecting left 49 degrees to the east line of said Lot 2 and there ending.

EXHIBIT A

1862847

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OFFICE OF THE REGISTRAR
OF TITLES 8
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

AUG 17 1987

900A17
R. Dan Carlson
REGISTRAR OF TITLES
BY [Signature] DEPUTY

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