

FLOWAGE AND CONSERVATION EASEMENT
AND WAIVER OF DAMAGES

THIS INDENTURE, made and entered into this 7th day of June, 1989, by and between Douglas Charles Johnson and Tricia Ann Johnson, husband and wife, and their heirs, assigns, and successors (hereinafter collectively referred to as the Grantors) 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, Grantors, 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 grantors 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:

See Exhibit A attached hereto and made a part of this document.

as follows:

1. Grantors hereby covenant and agree:

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 except as follows:

The structure identified as a portable shed and concrete apron on Exhibit A, attached, and on the Certificate of Survey dated January 15, 1988 and filed in the office of the Hennepin County Examiner of Titles, District Court File No. A-23750, and which encroaches upon this easement, is permitted to remain at the location described in the said survey.

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



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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, except as follows:

The structure described in paragraph 1.A. of this easement is permitted to remain at the location described therein.

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.

2. Grantors 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. Grantors herein do hereby remise, release, acquit and forever discharge, forever, the Grantee and any and all of its officers and employees of and from any and all claims, demand 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.

Grantors 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.

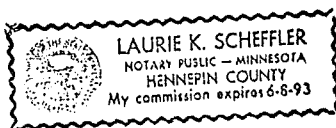
The Grantors herein certify that the land herein described are free and clear of all encumbrances except those liens, encumbrances, restrictions, reservations, or easements of record, if any.

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.

Douglas Charles Johnson
Douglas Charles Johnson
Tricia Ann Johnson
Tricia Ann Johnson

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 7th day of June, 1989, by Douglas Charles Johnson and Tricia Ann Johnson, husband and wife.



Laurie K. Scheffler
NOTARY PUBLIC

ZPLV813(2-4)

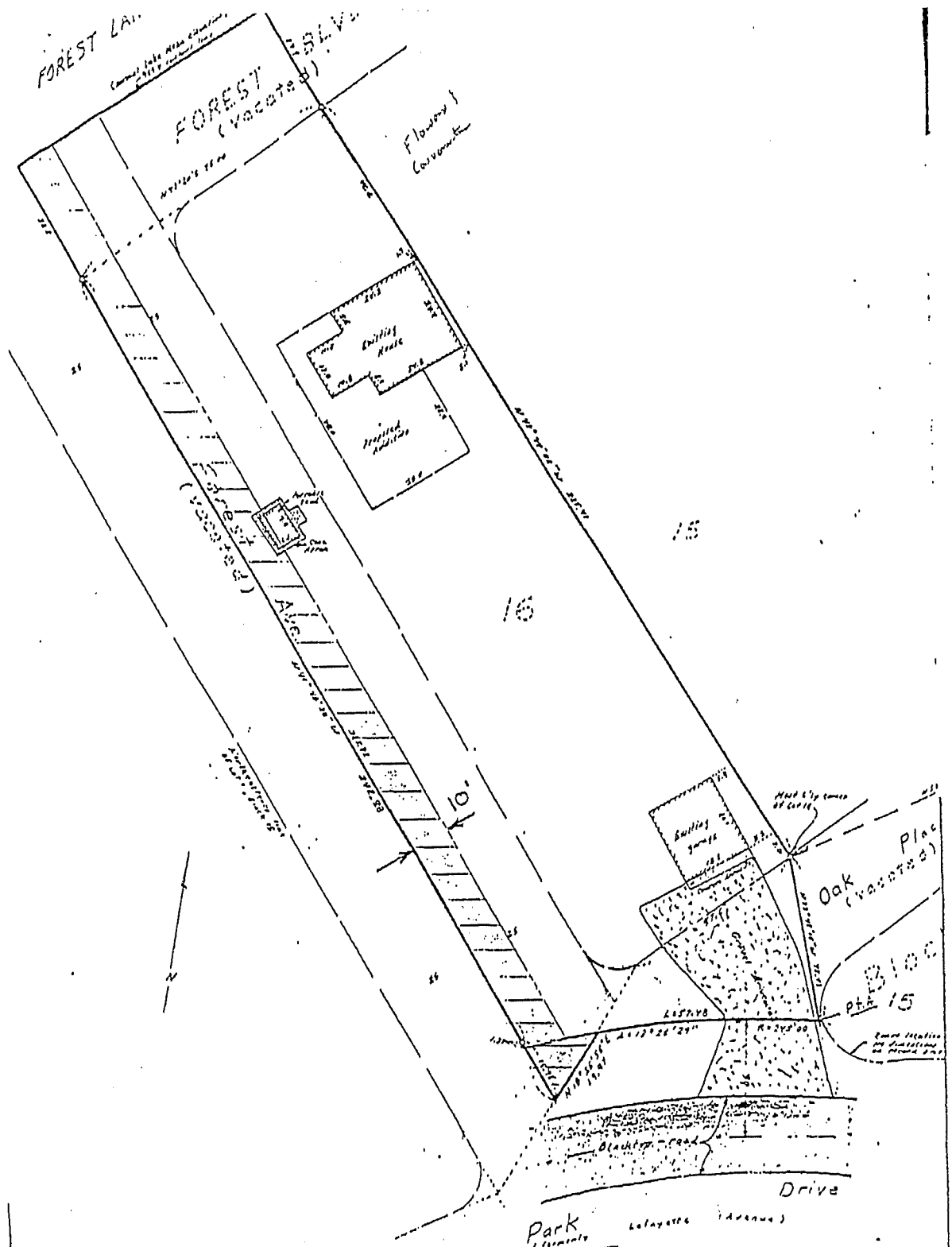
FLOWAGE AND CONSERVATION EASEMENT

EXHIBIT A

Those portions of vacated Park Drive (formerly Lafayette Avenue), vacated Oak Place, vacated Forest Avenue and vacated Forest Boulevard, all as dedicated in the plat of "Saga Hill Revised, Hennepin Co., Minn", described as follows:

Beginning at the most Easterly corner of Lot 16, Block 6, in said plat; thence South 22 degrees 43 minutes 16 seconds East, assuming the Northeasterly line of said Lot 16 bears South 43 degrees 44 minutes 05 seconds East, a distance of 42.43 feet to a point hereinafter referred to as "Point A"; thence Southwesterly along a non-tangential curve concave to the South, having a radius of 245 feet, the radial line passing through said "Point A" bears North 03 degrees 04 minutes 36 seconds West, to the intersection with the Southeasterly line of vacated Forest Avenue; thence Southwesterly along said Southeasterly line to the intersection with the Southeasterly extension of the center line of said vacated Forest Avenue; thence Northwesterly along said Southeasterly extension, along said center line and along the Northwesterly extension of said center line to the shore line of Forest Lake; thence Northeasterly along said shore line to the Northwesterly extension of said Northeasterly line of Lot 16; thence Southeasterly along said Northwesterly extension of said Northeasterly line to the most Northerly corner of said Lot 16; thence Southwesterly, Southeasterly, and Northeasterly along the Northwesterly, Southwesterly, and Southeasterly lines of said Lot 16 to the point of beginning.

A permanent easement for flowage and conservation over, across and through the Southwesterly 10 feet of the above described property.



MAY 1 '89 12:05

Park
(vacated)
Nancy Husnik 834-2713

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