



T000045516

OFFICE OF THE REGISTRAR OF TITLES
LAKE COUNTY, MINNESOTA

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CERTIFIED AND FILED ON

3/4/2019 9:00 AM

LORI EKSTROM

REGISTRAR OF TITLES

BY Lori Ekstrom Rep

STATE OF MINNESOTA
COUNTY OF LAKE

DISTRICT COURT
SIXTH JUDICIAL DISTRICT

CERTIFICATE OF EXAMINER OF TITLES

TO THE REGISTRAR OF TITLES OF LAKE COUNTY, MINNESOTA:

At your request I, Dehlia C. J. Seim, Deputy Examiner of Titles for Lake County, Minnesota, have examined the following documents in connection with Certificate of Title No. 16,391:

- A. Easement dated December 26, 2018, by and between James A. Theros, a single person, as grantor and the State of Minnesota, a sovereign body, as grantee, with attached Acceptance and attached Consent of Mortgagee.

And, I certify that the above document, upon payment of all Examiner and recording fees and costs, is approved for filing on Certificate of Title No. 16,391.

Dated: February 18, 2019

Dehlia C. J. Seim
DEHLIA C. J. SEIM
DEPUTY EXAMINER OF TITLES

(Above Space Reserved For Recording Information)

Knife River AMA 160705

EASEMENT

THIS INDENTURE, made this 26th day of December, 2018, between James A. Theros, a single person, Grantor, and the STATE OF MINNESOTA, a sovereign body, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of Four Thousand Two Hundred and Fifty Two and 77/100 DOLLARS (\$4,252.77), the receipt whereof is hereby acknowledged, does hereby Convey and Warrant unto the Grantee, its successors and assigns, a perpetual easement in land lying and being in Lake County and State of Minnesota, described as follows, to wit:

An easement over under and across the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 20, Township 53 North, Range 11 West, Lake County, Minnesota, being a strip of land 200 feet in width lying 100 feet on each side of the centerline of the Knife River.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO:

1. Permit the development of fish habitat in the above described area, including tree planting, fencing, erosion control, installation of instream structures, posting of signs and other improvements as are deemed necessary.
2. Permit angling by the public in the above described area.

ALSO, unto the Grantee, its successors and assigns, ingress and egress to and from said stream at any point over and across the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 20, Township 53 North, Range 11 West, by employees of the Grantee and designees for fish management purposes, compatible with current use. Established access routes shall be used whenever feasible. In the event that there are no established routes or, if such established routes are impossible to use, the Grantee shall, when practical, advise and inform the Grantor of any proposed route.

FURTHER COVENANTING, THE GRANTOR, FOR HIMSELF, HIS SUCCESSORS AND ASSIGNS:

A. Shall not place or erect any structure or building in the easement area without prior written approval of the Grantee.

B. Agrees to cooperate in the maintenance and enhancement of fishing in the above described area by doing no excavating, filling, dumping, tree cutting, vegetation damage or removal, mowing, burning or changing of the stream course, without prior written approval of the Grantee. A change in the stream course also requires a special permit issued by the Division of Waters of the Department of Natural Resources.

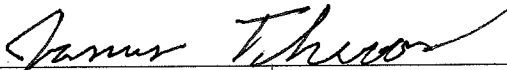
C. Agrees that no tillage be allowed within the above described easement corridor.

D. Agrees to give written notification to Grantee of any sale or transfer of the property subject to this easement at least thirty (30) days prior to the date on which such sale or transfer will take effect: State of Minnesota, Department of Natural Resources, Aquatic Management Program, 500 Lafayette Road, St. Paul, MN 55155.

THE GRANTOR RESERVES TO HIMSELF, HIS SUCCESSORS AND ASSIGNS:

The right to use the easement area, including the right of angling in said stream, the right to cross said stream and the right to use the water in said stream for domestic purposes consistent with the rights and privileges granted in this easement

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

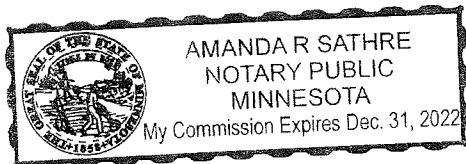

_____ **JAMES A. THEROS**

STATE OF MINNESOTA)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 26th day of December, 2018, by James A. Theros, a single person, Grantor.


_____ **Notary Public**

My commission expires: December 31, 2022



ACCEPTANCE

I, Susan E. Damon, the Assistant Director of the Division of Lands and Minerals, Department of Natural Resources of the State of Minnesota, pursuant to the authority vested in me by law, do hereby, on behalf of said State, accept the foregoing Easement.

Dated at St. Paul, Minnesota, this 7th day of ^{December} ~~November~~, 2018.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
SUSAN E. DAMON, Assistant Director
Lands and Minerals Division
Department of Natural Resources

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 7th day of ^{December} ~~November~~, 2018, by SUSAN E. DAMON, Assistant Director of the Division of Lands and Minerals, on behalf of the State of Minnesota, Department of Natural Resources.



[Signature]
Notary Public

My commission expires: Jan. 31, 2021

This document was drafted by:

JANET KILEY
State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
1601 Minnesota Drive
Brainerd, MN 56401

Knife River AMA 160705

MORTGAGEE'S CONSENT TO EASEMENT

Dated: November 15, 2018

The undersigned is the holder of a Mortgage given by James A. Theros, dated January 20, 2018, filed on January 20, 2018, as Document No. 40,161 in the Office of the Lake County Registrar of Titles Office. Said mortgage covers the lands described in the foregoing attached easement for the purposes contained in this easement granted by James A. Theros, a single person, Grantor, to the State of Minnesota, as Grantee. The undersigned hereby consents to the granting of this easement and agrees that the lien of the above-mentioned mortgage shall be subordinate to this easement.

Wells Fargo Bank, N.A.

By Kayler Danielson
Service Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 30 day of November, 2018, by Kayler Danielson the Service Manager of Wells Fargo Bank, N.A., a national association, on behalf of Wells Fargo Bank, N.A.



Sarah Riggs
Notary Public

My commission expires 01-31-2023

This instrument was drafted by;

JANET KILEY
State of Minnesota
Department of Natural Resources
Division of Lands and Minerals
1601 Minnesota Drive
Brainerd, MN 56401