

06/25/2001 10:41 AM 100 710 0711

CONSERVATION EASEMENT

THIS INDENTURE, is made HORACE R. CHOPE, single; and AVERY E. CHOPE and ELIZABETH JANE CHOPE, husband and wife ("Grantor"), for the benefit of the CITY OF MINNETONKA, a Minnesota municipal corporation ("Grantee").

A. Grantor is the owner of certain real property located in the City of Minnetonka, County of Hennepin, State of Minnesota, legally described on attached Exhibit A (the "Property").

B. On _____, the City Council of the City of Minnetonka granted Grantor's application for _____ for the Property.

C. As a condition of the approval, the City required Grantor to dedicate a conservation easement over a portion of the Property, legally described on attached Exhibit B (the "Easement Property") and depicted on attached Exhibit C.

NOW THEREFORE, in consideration of the City's approval and in satisfaction of the condition imposed, Grantor hereby grants and conveys unto the Grantee a conservation easement over, under and across the Easement Property. The terms of this easement are as follows:

1. Except as permitted by this paragraph, no action of any kind shall be undertaken to change or disturb the landscaping, open spaces, wetlands, and vegetation existing as of this date. No structures may be built, no grading may be done, no improvements of any kind may be made, and no earthen material may be removed from or placed on the Easement Property. The Easement Property shall remain in all respects undisturbed, except that Grantor may clear any debris including dead vegetation from the Easement Property, may remove invasive non-native vegetation such as European buckthorn, and may engage in other environmental management practices approved by Grantee.

2. Grantee may enter upon the Easement Property for the purposes of inspection and enforcement of this easement and may take whatever actions are necessary

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to restore the Easement Property to its undisturbed nature. Grantee may assess the reasonable costs of this restoration against the Property, and Grantor waives all rights to contest those costs. Further, Grantee may enforce the terms of this easement by any proceeding in law or in equity to restrain violation, to compel compliance, or to recover damages, including attorneys' fees and costs of the enforcement actions. Grantor shall not be liable for the actions of any third party, other than its employees, agents or contractors, which may violate the terms of this easement, unless Grantor, its employees, agents or contractors had actual knowledge of the violation and failed to take reasonable action to stop the violation.

3. Failure to enforce any provision of this easement upon a violation of it shall not be deemed a waiver of the right to do so as to that or any subsequent violation.

4. Invalidation of any of the terms of this easement shall in no way affect any of the other terms, which shall remain in full force and effect.

5. This easement does not convey a right to the public use of the Easement Property nor does it convey any right of possession in the Easement Property to the public or the Grantee. Access by the Grantee to the Easement Property shall be limited to access necessary for purposes of inspection and enforcement as specified in paragraph 2 above. Grantee shall not be entitled to share in any award or other compensation given in connection with a condemnation or negotiated acquisition of all or any part of the Easement Property by any authority having the power of eminent domain. Grantee hereby waives any right it may have to such an award or compensation.

6. Acceptance of this easement by the Grantee and the recording of this document shall constitute the Grantee's consent to be bound by its terms.

7. This easement shall run with the Easement Property and be binding on the Grantor, its successors and assigns, and inure to the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this indenture on the date first written above.

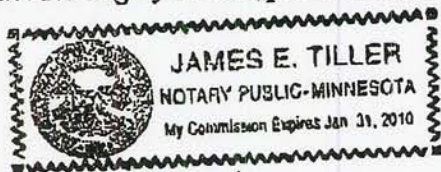
Horace R. Choje
HORACE R. CHOPE

Horace R. Choje
AVERY E. CHOPE, by Horace R. Choje,
His Attorney-in-Fact

Horace R. Choje
ELIZABETH JANE CHOPE, by
Horace R. Choje, Her Attorney-in-Fact

**STATE OF MINNESOTA
COUNTY OF HENNEPIN**

The foregoing instrument was acknowledged before me this 29 day of August, 2007 by Horace R. Choje, single; and as Attorney-in-Fact for Avery E. Choje and Elizabeth Jane Choje, husband and wife.



James E. Tiller
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

JAMES E. TILLER
ATTORNEY AT LAW
145 HAMEL ROAD; PO BOX 236
HAMEL MN 55340
ATTORNEY ID NUMBER 110024
TEL (763) 231-3568

(Chope)

EXHIBIT A

Outlot A Wentworth Woods

(Chope)

EXHIBIT B

Outlot A Wentworth Woods