

RIM Easement (02/14)

EASEMENT # 85-02-13-10

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

This conservation easement, hereinafter referred to as "Easement", is made this 2nd day of June 2014, between Arthur J. Raak and Patricia A. Raak, 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 "State".

WITNESSETH

WHEREAS, the REINVEST IN MINNESOTA RESOURCES LAW (RIM) and the PERMANENT WETLAND PRESERVES LAW (PWP) Minn. Stat. Sec. 103F.501 et. seq., 84.95, 84C and the WETLAND CONSERVATION ACT of 1991, authorize the State to acquire conservation easements on eligible lands; AND

WHEREAS the State 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 riparian lands, 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 Two Hundred Sixty Thousand Four Hundred Seventeen and 04/100 DOLLARS (\$ 260,417.04), do hereby grant, convey and warrant to the State, its successors and assigns, forever, a perpetual easement in accordance with the terms and conditions as hereafter set forth and 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 Winona State of Minnesota, to-wit:

LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN

Said easement area consists of a total of 68.4 acres, of which 0.0 acres are donated to the State. The legal description, easement boundary, acres and payment may be refined, expanded or reduced as a result of examination of the abstract or title insurance documents, or as the result of other legal or technical requirements. The Grantor will be responsible for obtaining all necessary signatures to convey the conservation easement to the State.

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 or assigns shall not place any toxic or hazardous substances, pollutants or contaminants in or on the easement area.

FURTHER, the Grantors, their heirs, successors and assigns warrant the perpetual right to access and an ingress and egress route to the easement area from a public road to allow authorized agents of the State to enter upon the easement area for the purpose of inspection and enforcement of this Easement. Access route can utilize existing driveways, field roads, etc.

FURTHER, the Grantors, for themselves, their heirs, successors and assigns warrant that they:

1. Shall establish and maintain vegetative cover and structural practices in accordance with the Conservation Plan on file at the local Soil and Water Conservation District (SWCD) or at the State. Conservation Plan maintenance includes any necessary replanting of vegetative cover and repair of structures. Any amendment to the Conservation Plan shall be mutually agreed to by the landowner, the SWCD and the State.

2. Shall perpetually allow for the legal manipulation of existing drainage systems and other land alterations on the easement area that are associated with establishing and managing wetland practices identified in the Conservation Plan. Water levels will be managed and controlled only by the State or its authorized agents.
3. Shall not appropriate water from any existing or restored wetlands within the easement area unless obtaining the prior written consent of the State and all necessary governmental permits.
4. Shall not produce agricultural crops on the easement area, except as provided in the Conservation Plan approved by the State for wildlife management purposes. Interim land uses established prior to the recording of this Conservation Easement and in accordance with the Conservation Easement Agreement, may be continued until the end of the current growing season of the year this Easement is recorded, without violating this Easement.
5. Shall not remove or harvest any trees on the easement area, except as provided in the state approved Conservation Plan for forest management and wildlife habitat improvement purposes.
6. Shall not graze livestock on the easement area unless specifically approved by the State as part of a prescribed grazing plan. Farmed cervidae are considered livestock and not wild animals for purposes of this easement. Interim grazing land use established in accordance with the Agreement for Conservation Easement and terminated within 60 days of the recording date of this Easement will not be a violation of this Easement.
7. 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.
8. 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.
9. 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 State.
10. Shall be responsible for the restoration of the easement area to the condition described in the Conservation Plan after any lawful installation, repair, improvement or inspection necessary to maintain a public or legal private drainage system or public utility system.
11. Shall not use any wetlands restored under the RIM Reserve or PWP programs to mitigate other wetland losses.
12. Shall notify the State 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.
13. Shall pay when due all taxes and assessments, if any that may be levied against the easement area.
14. Shall undertake the protection and management of the easement area in accordance with the conditions set forth in this Easement.
15. Other provisions: None.

FURTHER, this Easement shall be enforceable by the State 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 THIS 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 native vegetation and has not been used in agricultural crop production.

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

GRANTOR(S) SIGNATURE(S) AND ACKNOWLEDGMENT

Arthur J. Raak
 Arthur J. Raak
 STATE OF Minnesota
 COUNTY OF Union

Patricia A. Raak
 Patricia A. Raak
 The foregoing instrument was acknowledged before me this
2 day of June, 2014

by Arthur J. Raak and Patricia A. Raak, husband and wife.
 (Notary Stamp or Seal)

Notary Signature Brein Rose Maki
 Commission expires on January 31, 2019

