

NUM
SCAN
TRACT
VERIFY

Document No. 227407

Office of County Recorder
Houston County, Minnesota

I hereby certify that the within
instrument was recorded on

September 5, 2003
at 12:32 P.M.

Beverly J. Bauer

County Recorder

by Doreen K. Schuchman
Deputy

227407

I, PHYLLIS FEIOCK, BEING THE DULY APPOINTED DEPUTY CLERK
OF THE CITY OF LA CRESCENT, MINNESOTA, DO HEREBY CERTIFY THAT
THIS IS THE TRUE AND EXACT COPY OF RESOLUTION NO. 08-03-22 AS
APPROVED BY THE CITY COUNCIL ON AUGUST 25 2003.

Phyllis Feiock
DEPUTY CLERK

DATE 9-3-03



RESOLUTION 08-03-22
RESOLUTION IMPRESSING LANDS WITH
NATURE & SCENIC AREA PROTECTIVE RESTRICTIONS

WHEREAS, the City of La Crescent has entered into an Agreement with the State of Minnesota Department of Natural Resources which Agreement contemplates that certain specific lands of the City of La Crescent, the subject matter of said Agreement, shall, pursuant thereto, be permanently subject to certain management and protection practices, be it hereby

RESOLVED that in accordance with and pursuant to said Agreement, being Agreement #NS02-006, the City of La Crescent hereby imposes the following restrictions upon the hereinafter described property:

1. The property shall be permanently managed and maintained consistent with the purpose and type of property acquired using appropriate management and protection practices to protect the natural and/or scenic resources.

2. The City of La Crescent shall not at any time convert any portion of the natural and/or scenic area to uses other than permitted in said Agreement without the prior written approval of the State.

Said lands are described as follows:

The North Twenty-Seven and One Half (27½) acres of the Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Nine (9), Township One Hundred Four (104), Range Four (4) West.

EXCEPT that parcel thereof deeded to Adolph R. Waldera and Josephine A. Waldera, recorded October 26, 1979 in Book 286 of Deeds, Page 861.

ALSO EXCEPT that parcel thereof deeded to Donald Bateman and Lyle Bateman, recorded November 29, 1984 in Book 320 of Deeds, Page 145.

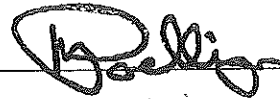
ALSO EXCEPT the parcel legally described as follows, to-wit: a 2½ acre parcel described as the South 80 feet of the NE¼ of the NE¼ of the NE¼ of the NE¼ and the North 250 feet of the SE¼ of the NE¼ of the NE¼ of the NE¼.

Upon due passage and enactment of this Resolution, a certified copy hereof shall be recorded in the Office of the County Recorder in and for Houston County, Minnesota.

Passed and enacted this 25th day of August, 2003, being Resolution No. 08-03-22.

APPROVED

Mayor



ATTEST



City Administrator

CONSERVATION EASEMENT

This is a CONSERVATION EASEMENT granted by the City of La Crescent, a municipal corporation under the laws of Minnesota, (the "Owner") to the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota (the "Trust").

RECITALS:

- A. OWNER. The Owner is the current owner of approximately 25 acres of real property located in Houston County, Minnesota. That real property is more fully described below as the "Protected Property."
- B. PROTECTED PROPERTY. The Protected Property is that real property legally described in Exhibit A and generally depicted on the "Property Map" in Exhibit B. Both exhibits are attached to this Easement and incorporated by this reference.

The Protected Property is currently used for low impact recreation, nature observation and as an apple orchard. A small picnic area and shelter with associated toilet are currently located on the Protected Property.

- C. MINNESOTA LAND TRUST. The Minnesota Land Trust is a non-profit corporation organized and operated exclusively for charitable and educational purposes, including the preservation and protection of land in its natural, scenic or other open space condition. The Trust is a public charity as defined in Sections 501(c) (3) and 509(a) of the Internal Revenue Code and an organization qualified to hold conservation easements under Minnesota law and Section 170(h) of the Internal Revenue Code and related regulations.

D. CONSERVATION VALUES. The Protected Property has the following natural, scenic and open space qualities of significant importance:

- The meadow and wooded hillside provide outstanding scenic views prominently visible to the general public from the City-owned Vollenweider Park and from the City streets to the east of the park.
- Development of the Protected Property would interfere with the scenic open space that can be enjoyed by the public from Vollenweider Park.
- The Protected Property is a resource for the general public to enjoy its natural and open spaces in relatively undisturbed condition.

Collectively, these natural, scenic and open space qualities of the Protected Property comprise its "Conservation Values."

These Conservation Values have not been and are not likely to be adversely affected to any substantial extent by the continued use of the Protected Property as described above or as authorized below or by the use, maintenance or construction of those structures and improvements that presently exist on the Protected Property or that are authorized below.

E. CONSERVATION POLICY. Preservation of the Protected Property through this easement will further those governmental policies established by the following:

- The desire to protect the Protected Property was expressed by the elected members of the La Crescent City Council (City Council Minutes, March 26, 2001, Item #3.20).
- The City of La Crescent Comprehensive Plan (May 1999) identifies protection of the scenic character of the blufflands as an integral component to the growth and status of the City.
- The City of La Crescent Comprehensive Park and Recreation Plan (1994) identifies the conservation of scenic and natural area values as important parts of the park and open space system.
- Minnesota Statutes Chapter 84C which recognizes the importance of private conservation efforts by authorizing conservation easements for the protection of natural, scenic, or open space values of real property, assuring its availability for agriculture, forest, recreational, or open space use, protecting natural resources, and maintaining or enhancing air or water quality.

F. CONSERVATION INTENT. The Owner and the Trust are committed to protecting and preserving the Conservation Values of the Protected Property in perpetuity. Accordingly, it is their intent to create and implement a conservation easement that is binding upon the current Owner and all future owners of the Protected Property and that conveys to the Trust the right to protect and preserve the Conservation Values of the Protected Property for the benefit of this generation and generations to come.

CONVEYANCE OF CONSERVATION EASEMENT:

Pursuant to the laws of the State of Minnesota and in particular Minnesota Statutes Chapter 84C and in consideration of the facts recited above and the mutual covenants contained herein and as an absolute and unconditional gift, the Owner hereby conveys and warrants to the Trust and its successors and assigns a perpetual conservation easement over the Protected Property. This conservation easement consists of the following rights, terms and restrictions (the "Easement"):

1. **CONSERVATION PURPOSE.** The purpose of this Easement is to preserve and protect in perpetuity the Conservation Values of the Protected Property identified above by confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values, by prohibiting activities that significantly impair or interfere with these Conservation Values, and by providing for remedies in the event of any violation of this Easement.

The terms of this Easement are specifically intended to provide a significant public benefit by:

- Preserving the open and natural character of the Protected Property for scenic enjoyment by the general public from Vollenweider Park.
- Permitting the Protected Property to be used as a park for low impact recreational use, nature observation and scenic enjoyment by the general public.
- Preserving the natural and open space character of the Protected Property by restricting subdivision.
- Preserving the Protected Property in accordance with the goals and provisions of the Minnesota Department of Natural Resources Natural and Scenic Areas Grant to the Owner, which grant provided a portion of the funds required by the Owner to purchase the Protected Property.

2. **LAND USE RESTRICTIONS.** Any activity on or use of the Protected Property that is inconsistent with the purposes of this Easement is prohibited. This specifically includes any intrusion or future development that would interfere with the essential scenic quality of the Protected Property or the visual enjoyment of the open and natural character of the Protected Property by the general public.

Except as specifically permitted in paragraph 3 below and without limiting the general prohibition above, restrictions imposed upon the Protected Property expressly include the following:

- 2.1. Industrial and Commercial Activity. No industrial or commercial use of the Protected Property is allowed.
- 2.2. Agricultural Use. No agricultural use of the Protected Property is allowed except for that which is reserved in paragraph 3.2.

- 2.3. Residential Development. No residential use or development of the Protected Property is allowed.
- 2.4. Right of Way. No right of way shall be granted across the Protected Property in conjunction with any industrial or commercial use or residential development of other land not protected by this Easement.
- 2.5. Mining. No mining, drilling, exploring for or removing of any minerals from the Protected Property is allowed.
- 2.6. Subdivision. The Protected Property may not be divided, subdivided, or partitioned. The Protected Property may be conveyed only in its entirety as a single parcel, regardless of whether it consists of or was acquired as separate parcels or is treated as separate parcels for property tax or other purposes.
- 2.7. Density. No portion of the Protected Property may be used to satisfy land area requirements for other property not subject to this Easement for purposes of calculating building density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use. No development rights that have been encumbered or extinguished by this Easement may be transferred to any other property.
- 2.8. Structures and Improvements. No temporary or permanent buildings, structures, roads or other improvements of any kind may be placed or constructed on the Protected Property except as specifically authorized in paragraph 3 or as set forth below:
- a. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities specifically permitted by this Easement. This includes, without limitation, all systems and facilities necessary to provide power, fuel, water, waste disposal and communication.
- Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall be restored to a condition consistent with the conservation purposes of this Easement.
- b. Signs. No billboards or other signs may be placed or erected on the Protected Property except for small, unlighted signs for informational or interpretive purposes.
- c. Roads and Trails. Existing roads may be maintained or improved but may not be widened or relocated without the prior written approval of the Trust. Unpaved paths or foot trails may be established on the Protected Property for non-motorized recreational uses. No other roads or other rights of way may

be established or constructed on the Protected Property without the prior written approval of the Trust.

- d. Fences. Existing fences may be maintained, improved, replaced or removed. Additional fences may be constructed and maintained, improved, replaced or removed to mark boundaries, to secure the Protected Property, or as needed in carrying out activities permitted by this Easement.

2.9. Topography and Surface Alteration. No alteration or change in the topography of the surface of the Protected Property is allowed. This includes no ditching, draining or filling and no excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this Easement.

2.10. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species is allowed except as follows:

- a. In conjunction with agricultural activities or habitat management as specifically permitted in paragraph 3 below.
- b. As reasonably required to construct and maintain permitted structures, roads and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with the conservation purposes of this Easement.
- c. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.
- d. To remove downed and dead timber for firewood for use by the Owner on the Protected Property.
- e. To remove apple trees in order to prevent the spread of disease or enhance the scenic or natural values of the area.

2.11. Water. No alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water is allowed except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing wetlands.

No activities on or uses of the Protected Property that cause erosion or are detrimental to water quality or purity are allowed.

2.12. Dumping. No trash, non-compostable garbage, hazardous or toxic substances or unsightly material may be dumped or accumulated on the Protected Property.

This does not prohibit burning or composting of excess brush or other plant material resulting from activities permitted by this Easement.

- 2.13. Vehicles. Motorized vehicles may not be used off of permitted roads or trails in a manner, which may result in significant erosion or compaction of the soils or have an adverse impact on the natural habitats and scenic appearance of the Protected Property. Limited off-road use of motorized vehicles is allowed for habitat restoration or enhancement as permitted in paragraph 3. This paragraph is not intended to otherwise limit the use of motorized vehicles on roads or driveways permitted under this Easement.

3. **RESERVED RIGHTS.** The Owner retains all rights associated with ownership and use of the Protected Property that are not expressly restricted or prohibited by this Easement. The Owner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Protected Property. Additionally, the Owner must give notice to the Trust before exercising any reserved right that might have an adverse impact on the Conservation Values associated with the Protected Property.

Without limiting the generality of the above, the following rights are expressly reserved and the Owner may use and allow others to use the Protected Property as follows:

- 3.1. Right to Convey. The Owner may sell, give, lease, bequeath, devise, mortgage or otherwise encumber or convey the Protected Property.

- a. Any conveyance or encumbrance of the Protected Property is subject to this Easement.
- b. The Owner will reference or insert the terms of this Easement in any deed or other document by which the Owner conveys title to the Protected Property.

The Owner will notify the Trust of any conveyance within fifteen (15) days after closing and will provide the Trust with the name and address of the new owner and a copy of the deed transferring title.

The enforceability or validity of this Easement will not be impaired or limited by any failure of the Owner to comply with this subparagraph.

- 3.2. Agricultural Use. The existing orchards located on the Protected Property may be used and maintained.

- 3.3. Recreational and Educational Uses. The Protected Property may be used for hiking, cross-country skiing, horseback riding, camping, nature observation or study, picnicking, and other similar low impact recreational and educational programs or activities. Minor rustic structures such as tents, trail barriers and informational kiosks, benches, picnic tables, and a visitor shelter may be placed

on the Protected Property in conjunction with these activities. For the purposes of this paragraph, "shelter" is defined as a structure that provides amenities such as shelter from the weather, toilets, seating for visitors or space for visitor orientation to the site. The Protected Property may not be used for more than minimal commercial recreational purposes.

The current structures that are serving as a shelter and associated toilet may be removed or replaced. Any structures and/or improvements allowed as provided herein must be designed and constructed to minimize impact on the natural habitat and scenic qualities of the Protected Property and must have prior approval of the Trust.

- 3.4. Habitat. The Protected Property may be used to maintain, restore or enhance habitat for wildlife and native biological communities, in accordance with a management plan approved by the Trust in advance in writing.

4. **TRUST'S RIGHTS AND REMEDIES.** In order to accomplish the purposes of this Easement, the Trust has the following rights and remedies:

- 4.1. Right to Enter. The Trust has the right to enter the Protected Property at reasonable times and in a reasonable manner for the following purposes:
- a. To inspect the Protected Property and to monitor compliance with the terms of this Easement.
 - b. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
 - c. To survey or otherwise mark the boundaries of all or part of the Protected Property if necessary to determine whether there has been or may be a violation of this Easement. Any survey or boundary demarcation completed under this provision will be at the Owner's expense.
 - d. To otherwise exercise its rights under this Easement.
- 4.2. Right of Enforcement. The Trust has the right to prevent or remedy violations of this Easement through appropriate judicial action brought against the Owner or other responsible party in any court of competent jurisdiction.
- a. Notice. The Trust may not initiate judicial action until the Owner has been given notice of the violation, or threatened violation, of this Easement and a reasonable opportunity to correct the situation. This provision shall not apply if, in the sole discretion of the Trust, immediate judicial action is necessary to prevent or mitigate significant damage to the Protected Property or if reasonable, good faith efforts to notify the Owner are unsuccessful.

- b. Remedies. Remedies available to the Trust in enforcing this Easement include the right to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement, to require restoration of the Protected Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of this Easement, to seek specific performance or declaratory relief and to recover damages resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement.

These remedies are cumulative and are available without requiring the Trust to prove actual damage to the Conservation Values protected by this Easement. The Trust and the Owner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The Trust is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- c. Costs of Enforcement. The Owner shall be responsible for all reasonable costs incurred by the Trust in enforcing this Easement, including without limitation costs of suit, attorneys' fees, and expenses related to restoration of the Protected Property. If, however, the Owner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs and attorneys' fees.
- d. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Trust. The Trust does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Trust in discovering a violation or initiating enforcement proceedings.
- e. Acts Beyond Owner's Control. The Trust may not bring any action against the Owner for any change to the Protected Property resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm, natural deterioration or the unauthorized acts of persons other than the Owner or the Owner's agents, employees or contractors or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.
- f. Right to Report. In addition to other remedies, the Trust has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.
- 4.3. Signs. The Trust has the right to place on the Protected Property signs that identify the land as protected by this Easement. The number and location of any signs are subject to the Owner's approval.

4.4. Limitation on Rights. Nothing in this Easement gives the Trust the right or ability to exercise physical control over day-to-day operations on the Protected Property or to become involved in management decisions involving the use, handling or disposal of hazardous substances or to otherwise become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act.

5. **PUBLIC ACCESS.** Nothing in this Easement gives the general public a right to enter upon or use the Protected Property where no such right existed prior to the conveyance of this Easement. However, the public does have the right to view the Protected Property from adjacent publicly accessible areas.

6. **DOCUMENTATION.** The current uses of the Protected Property, the state of any existing improvements, and the specific Conservation Values of the Protected Property that are briefly described in this Easement are more fully described in a property report on file at the office of the Trust. The Owner and the Trust acknowledge that this property report accurately represents the condition of the Protected Property at the time of this conveyance and may be used by the Trust in monitoring future uses of the Protected Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This property report, however, is not intended to preclude the use of other information and evidence to establish the present condition of the Protected Property in the event of a future controversy.

7. **GENERAL PROVISIONS.**

7.1. Assignment. This Easement may be assigned or transferred by the Trust only to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and which is authorized to hold conservation easements under Minnesota law. Any future holder of this Easement shall have all of the rights conveyed to the Trust by this Easement. As a condition of any assignment or transfer, the Trust shall require any future holder of this Easement to continue to carry out the conservation purposes of this Easement in perpetuity.

The Trust will notify the Owner of any assignment within fifteen (15) days of the assignment and will provide the Owner with the name and address of the new holder.

7.2. Amendment. Under appropriate circumstances, this Easement may be modified or amended. However, no amendment or modification will be allowed if, in the sole and exclusive judgment of the Trust, it (i) does not further the purposes of this Easement, (ii) will adversely impact the Conservation Values protected by this Easement, (iii) affects the perpetual duration of the Easement, or (iv) affects the validity of the Easement under Minnesota law or the status of the Trust under Sections 501(c) (3) and 170(h) of the Internal Revenue Code.

Any amendment or modification must be in writing and recorded in the same manner as this Easement.

7.3. Extinguishment. This Easement may be extinguished only through judicial proceedings and only under the following circumstances:

- a. This Easement may be extinguished only (i) if unexpected change in the conditions of or surrounding the Protected Property makes the continued use of the Protected Property for the conservation purposes set out above impossible or impractical or (ii) pursuant to the proper exercise of the power of eminent domain.
- b. The Owner recognizes that uses of the Protected Property prohibited by this Easement may, in the future, become more economically viable than those uses permitted by the Easement. The Owner also recognizes that neighboring properties may, in the future, be put entirely to uses not permitted on the Protected Property by this Easement.

The Owner and the Trust believe that such changes will increase the public benefit provided by this Easement. Therefore, such changes are not considered unexpected changes and shall not be deemed to be circumstances justifying the extinguishment of this Easement as otherwise set forth above.

7.4. Proceeds. If this Easement is extinguished or terminated in whole or in part, the Trust is entitled to a portion of any proceeds of a sale, exchange or involuntary conversion in an amount that is equal to the fair market value of this Easement at the time of the extinguishment but that is not less than an amount equal to the proportionate value that this Easement bears to the value of the Protected Property as a whole at the time of this conveyance. The Trust shall use its share of any proceeds in a manner consistent with the conservation purposes of this Easement.

7.5. Warranties. The Owner represents and warrants as follows:

- a. The Owner is the sole owner of the Protected Property in fee simple and has the right and ability to convey this Easement to the Trust.
- b. The Protected Property is free and clear of all encumbrances other than those subordinated to this Easement.
- c. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Protected Property that is in violation of a federal, state or local environmental law and will defend, indemnify and hold the Trust harmless against any claims of contamination from such substances.

7.6. Real Estate Taxes. The Owner shall pay all real estate taxes and assessments levied against the Protected Property, including any levied against the interest of

the Trust created by this Easement. The Trust may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Owner.

- 7.7. Ownership Costs and Liabilities. The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property. The Owner agrees to defend, indemnify and hold the Trust harmless from any and all costs or liability for any personal injury or property damage occurring on or related to the Protected Property or the existence of this Easement.

- 7.8. Notice and Approval. Any notice or request for approval required by this Easement must be written and is subject to the following:

- a. Delivery. Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:

City of La Crescent
315 Main Street
La Crescent, MN 55947
ATTN: City Administrator

To the Trust:

Minnesota Land Trust
2356 University Avenue West
St. Paul, MN 55114

- b. Timing. Unless otherwise specified in this Easement, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for initiating the activity in question.
- c. Content. The notice or request for approval must include sufficient information to allow the Trust to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this Easement. At a minimum this would include (i) the location, nature and scope of the proposed activity, (ii) the proposed use, design and location of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Protected Property.
- d. Approval. The Trust may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this Easement or lacks sufficient information to allow the Trust to reach an informed decision. The Trust may condition its approval on the Owner's acceptance of modifications, which would, in the Trust's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

- 7.9. Binding Effect. This Easement shall run with and burden the Protected Property in perpetuity. The terms of this Easement are binding and enforceable against the current Owner of the Protected Property, all successors in title to the Protected Property and all other parties entitled to possess or use the Protected Property.

This Easement creates a property right immediately vested in the Trust and its successors and assigns that cannot be terminated or extinguished except as set out herein.

- 7.10. Definitions. Unless the context requires otherwise, the term "Owner" includes, jointly and severally, the current owner or owners of the Protected Property identified above and their personal representatives, heirs, successors and assigns in title to the Protected Property. The term "Trust" includes the Minnesota Land Trust and its successors or assigns to its interest in this Easement.
- 7.11. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon the transfer or termination of that party's interest in this Easement or the Protected Property, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.
- 7.12. Recording. The Trust will record this Easement in a timely manner in the official records for the county in which the Protected Property is located. The Trust may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.
- 7.13. Controlling Law and Construction. This Easement shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its conservation purposes and to the policies and purposes of Minnesota Statutes Chapter 84C.
- 7.14. Severability. A determination that any provision or specific application of this Easement is invalid shall not affect the validity of the remaining provisions or any future application.
- 7.15. Entire Agreement. This document sets forth the entire agreement of the parties with respect this Easement and supercedes all prior discussions or understandings.

IN WITNESS WHEREOF, the Owner has voluntarily executed this Conservation Easement on the 14th day of October, 2003.

OWNER:

City of La Crescent

By:

Title:

By:

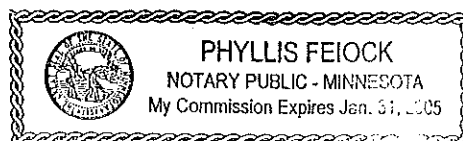
Title:

STATE OF Minnesota)
) ss
COUNTY OF Houston)

The foregoing instrument was acknowledged before me this 14th day of October, 2003, by Mikol Daelling and Bill Walker, the Mayor and City Administrator, respectively, of the City of La Crescent, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Notary Public
My Commission Expires: 1/31/05



ACCEPTANCE

The Minnesota Land Trust hereby accepts the foregoing Conservation Easement this 30th day of October, 2003.

TRUST:

By: [Signature]

Title: Pres.

STATE OF Minnesota
COUNTY OF Ramsay) ss

The foregoing instrument was acknowledged before me this 30th day of October, 2003, by Harold Teasdale, the President of the Minnesota Land Trust, a non-profit corporation under the laws of the State of Minnesota, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 1-31-05



This document drafted by:

Minnesota Land Trust
2356 University Avenue West
St. Paul, MN 55114

EXHIBIT A

Legal Description of Protected Property

Real property located in Houston County, Minnesota, described as follows:

The North Twenty-Seven and One Half (27 ½) acres of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Nine (9), Township One Hundred Four (104), Range Four (4) West.

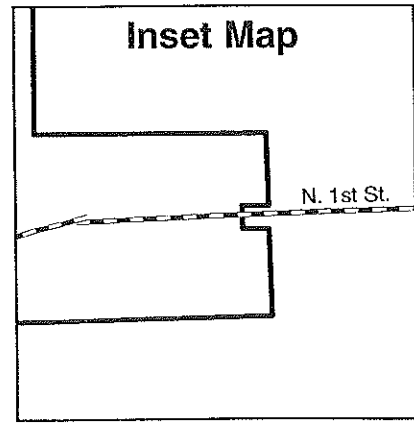
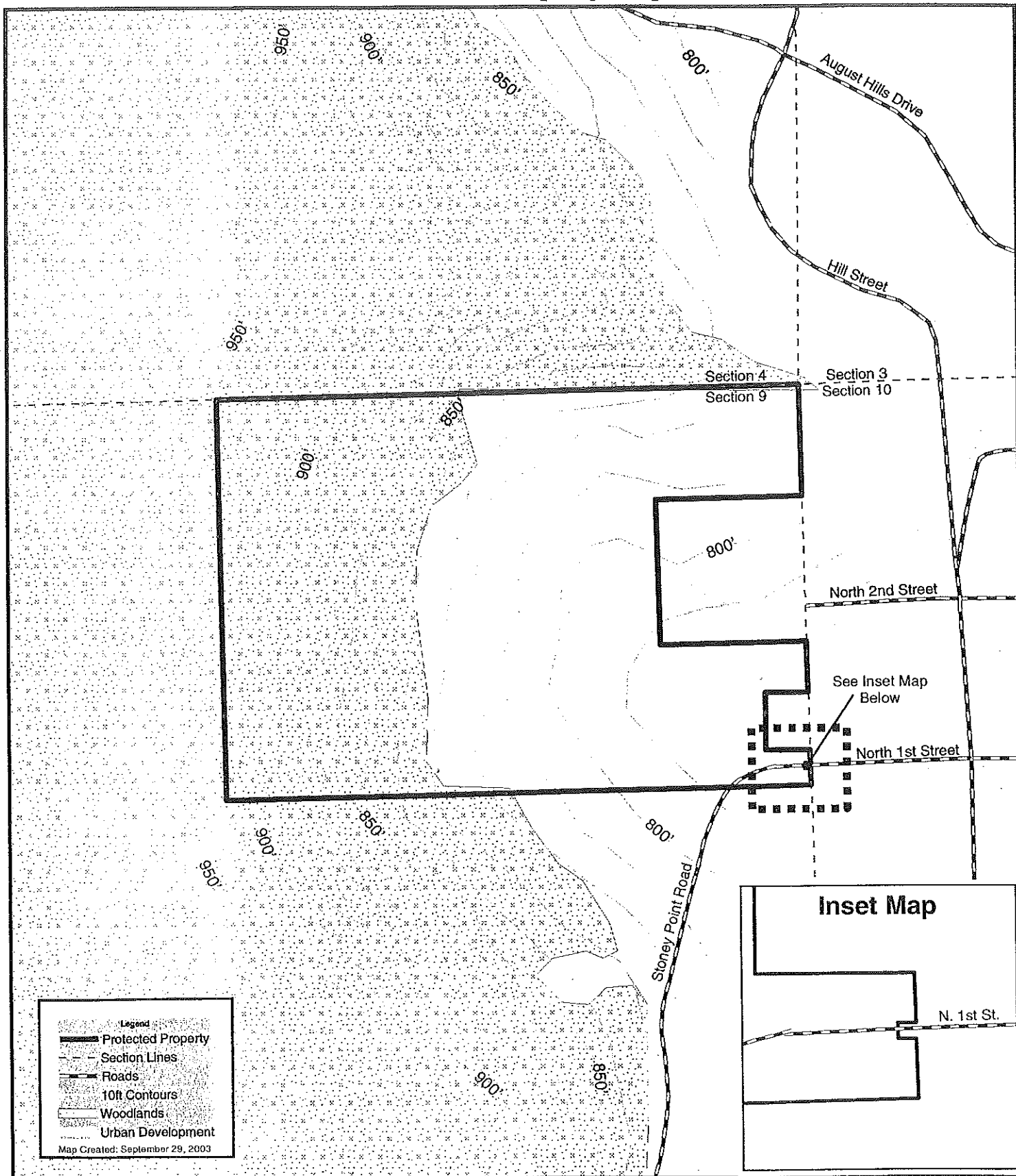
EXCEPT that parcel thereof deeded to Adolph R. Waldera and Josephine A. Waldera, recorded October 26, 1979 in Book 286 of Deeds, Page 861.

ALSO EXCEPT that parcel thereof deeded to Donald Bateman and Lyle Bateman, recorded November 29, 1984 in Book 320 of Deeds, Page 145.

ALSO EXCEPT the parcel legally described as follows, to-wit: a 2 ½ acre parcel described as the South 80 feet of the NE ¼ of the NE ¼ of the NE ¼ of the NE ¼ and the North 250 feet of the SE ¼ of the NE ¼ of the NE ¼ of the NE ¼.

Subject to an easement for water rights to a well located on the aforescribed premises, the dominant tenement with respect to said easement which runs with the lands is a 2 ½ acre parcel adjacent on three sides to the subject premises.

Exhibit B: Property Map



Map Resource Information

Section Lines obtained from USGS Topographic Maps.
Protected Property, Driveway, Roads, 10-Foot Contours, Woodlands,
Wetlands, and Water created by Community GIS Services Inc.

Users of this map agree and acknowledge that Community GIS Services Inc.,
and the Minnesota Land Trust cannot be held liable for accuracy of GIS material
provided. GIS materials should not be relied upon to establish legal title, boundary
lines, or locations of Improvements

Vetsch Project
Houston County- Twp. 104 N Rng. 4 W Sec. 9



Scale
1" = 300'



300 150 0 300 Feet