

No Delinquent Taxes and Transfer Entered;
Certificate of Real Estate Value () filed
(not required; Certificate of Real

Estimated Value \$to _____

August 8, 2001
SB Bunting
County Auditor-Treasurer

By: _____
Deputy

300823

Doc. # _____
Office of County Recorder
County of Redwood Minnesota
I hereby certify that the within instrument
as filed in this office for record on the
9 day of AUG. AD 2001
at 8:45 o'clock A. M. was duly
recorded in book 162 of Misc. on
pages 491-494

Shirley F. Redman, County Recorder
By: CB Deputy
 Abstract
 Indexed
Return to: Esteban/Laury

CREP Easement (12/98)

EASEMENT I.D. # 64-26-01-01

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

This conservation easement, hereinafter referred to as "Easement", is made this 8th day of August 2001, between Jerome F. Kerkhoff and Florence B. Kerkhoff, Trustees of the Kerkhoff Living Trust dated April 1, 1993. 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 Minn. Stat. Sec. 103F.501 et. seq., along with Section 84.95, 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 marginal lands, and/or drained 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 _____ Twenty Nine Thousand Two Hundred Thirty Seven and 07/100 DOLLARS (\$ 29,237.07), 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 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 Redwood State of Minnesota, to-wit:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED HEREIN.

The Easement covers only that portion of the parcel delineated as the "EASEMENT AREA" identified on Exhibit(s), which is attached hereto and incorporated herein. The easement area consists of a total of 49.9 acres, of which 0.0 acres are not monetarily compensated by the State but are subject to the terms of the Easement. The easement area is subject to all prior easements, roadways, and mineral rights of record including the 15-year CRP contract dated 8/1/01

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 agents, which may include the SWCD or Department of Natural Resources.

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 state approved Conservation Plan 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 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. Interim grazing land use established in accordance with the agreement for Conservation 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 restore the easement area to the condition described in the Conservation Plan after any lawful repair or improvement necessary to maintain a public drainage system or public utility system.
11. Shall not use any wetlands restored under the RIM Reserve program 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: The State expressly recognizes the federal CRP 15-year contract # 1224 dated 8/1/01 encumbering some or all of this RIM easement. To the extent that any inconsistencies exist between the CRP contract and the RIM easement, the later is subordinated to the former and the provisions in the CRP contract shall control over the RIM easement for the duration of the 15-year CRP contract.

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 natural vegetation or 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

Jerome F. Kerkhoff
 Jerome F. Kerkhoff, Trustee of the Kerkhoff Living Trust dated April 1, 1993.

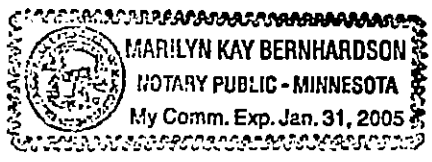
Florence B. Kerkhoff
 Florence B. Kerkhoff, Trustee of the Kerkhoff Living Trust dated April 1, 1993.

STATE OF Minnesota)
 COUNTY OF Redwood)

The foregoing instrument was acknowledged before me this 8th day of August, 2001

by Jerome F. Kerkhoff and Florence B. Kerkhoff, Trustees of the Kerkhoff Living Trust dated April 1, 1993.

(Notary Stamp or Seal)



Notary Signature Marilyn Kay Bernhardson
 Commission expires on 1/31/2005

Instrument Drafted By: Board of Water and Soil Resources
 One West Water Street, Suite 200
 St. Paul, Minnesota 55107

Easement Number 64-26-01-01

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
LEGAL DESCRIPTION

That part of the N1/2 of the NW1/4 of Section 16, T. 112 N., R. 37 W. shown as the "Easement Area" on Exhibit "A" attached to and made a part of this Conservation Easement, and described as follows:

Commencing at the Northwest Corner of said NW1/4;
thence east along the north line of said N1/2 of the NW1/4 to the east right-of-way line of Harvest Avenue;
thence south along the east right-of-way line of Harvest Avenue to a point one rod north of the northerly bank of Lateral J of Judicial Ditch #33, the point of beginning of the tract to be described;
thence easterly along a line drawn parallel to and commencing one rod from the northerly bank of Lateral J of Judicial Ditch #33 to its intersection with the east line of said NW1/4;
thence north 210 feet along the east line of said NW1/4;
thence west 410 feet on a line parallel to the north line of said NW1/4;
thence south on a line parallel to the east line of said NW1/4 to a point 116.5 feet north of the northerly bank of Lateral J of Judicial Ditch #33;
thence westerly along a line drawn parallel to and commencing 116.5 feet from the northerly bank of Lateral J of Judicial Ditch #33 to its intersection with the east right-of-way line of Harvest Avenue;
thence south along the east right-of-way line of Harvest Avenue to the point of beginning;

AND;

Commencing at the Northwest Corner of said NW1/4;
thence east along the north line of said N1/2 of the NW1/4 to the east right-of-way line of Harvest Avenue;
thence south along the east right-of-way line of Harvest Avenue to a point one rod south of the southerly bank of Lateral J of Judicial Ditch #33, the point of beginning of the tract to be described;
thence easterly along a line drawn parallel to and commencing one rod from the southerly bank of Lateral J of Judicial Ditch #33 to its intersection with the east line of said NW1/4;
thence south along the east line of said NW1/4 to the south line of said N1/2 of the NW1/4;
thence west 1720 feet along the south line of said N1/2 of the NW1/4;
thence north 340 feet on a line parallel to the east line of said NW1/4;
thence west on a line parallel to the south line of said N1/2 of the NW1/4 to its intersection with the east right-of-way line of Harvest Avenue;
thence north along the east right-of-way line of Harvest Avenue to the point of beginning.

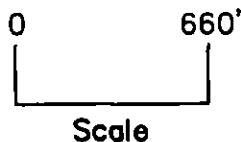
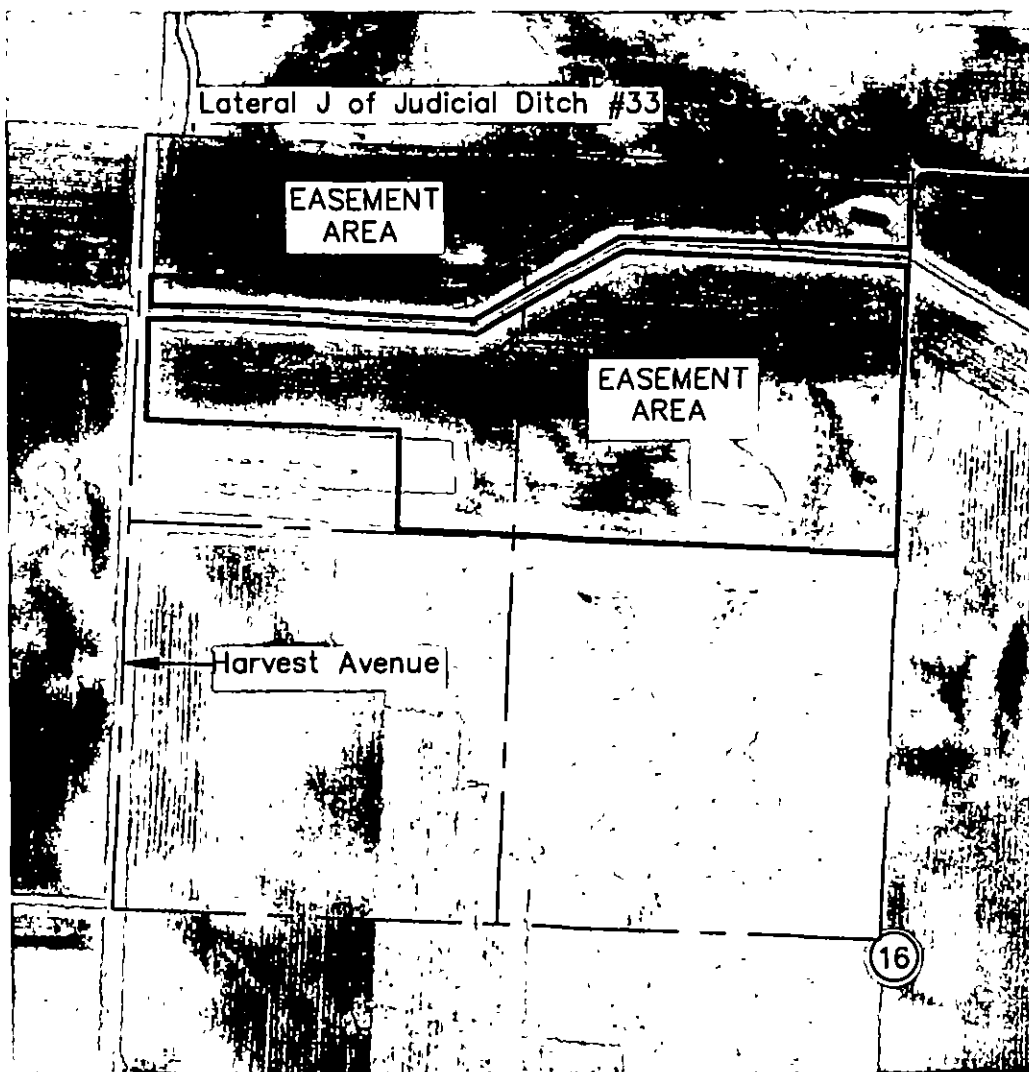
Easement I.D. No: 64-26-01-01

Map 1 of 1

STATE OF MINNESOTA
BOARD OF WATER AND SOIL RESOURCES
CONSERVATION EASEMENT
EXHIBIT 'A'

This map delineates the easement area(s) referred to in the attached easement conveyance.

Section 16 T. 112 N., R. 37 W., Redwood County







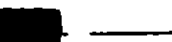

Prepared By:

Board of Water and Soil Resources

Dated:

April 12, 2001

LEGEND

-  Center of Section
-  Boundary of Described Lands
-  Easement Area
-  Lands Included in Easement
-  Lands Not Included in Easement
-  Sect. /Quarter/Sixt Line