

CONSERVATION EASEMENT

This Agreement (hereinafter "Conservation Easement" or "Agreement") is made this _____ day of _____, 2021, between the County of Rice (hereinafter "Grantee"), a body corporate and politic existing under the law of the State of Minnesota, 320 Third Street Northwest, Faribault, MN 55021 and _____ (hereinafter "Grantor").
(Information needed to identify owners – name, marital status, ownership status, address)

RECITALS

WHEREAS, Grantor(s) is owner in Fee of land identified in Exhibit A (the Property) which is located in Rice County, Minnesota, and described in a deed recorded in the Office of the County Recorder of Rice County, Minnesota, as Document Number _____, dated _____; and

WHEREAS, Grantor seeks to convey a CONSERVATION EASEMENT to Grantee, the County of Rice, for the purpose of preserving productive farmland and open space.

WHEREAS, the Property is located in a zoning district designated under the Rice County Zoning Ordinance as eligible for the transfer of development rights from the Property; and

WHEREAS, Grantor has agreed to the transfer of all the development rights determined by Rice County to be allowable to the Property; and

WHEREAS, the current use of the Property is agricultural use, open space or natural areas, and on the Property are located _____ structures including _____ dwelling units and _____ non-residential agricultural buildings; and

WHEREAS, Grantor acknowledges the transfer of all rights to further develop the Property for any use other than the uses existing on the date of the grant of this Easement; and

WHEREAS, Minn. Stat. Ch. 84C authorizes the State of Minnesota, governmental bodies to preserve, acquire, or hold lands for open space uses, which specifically include agriculture; and that actions pursuant to these purposes are for public health, safety, and general welfare of the citizens of the State of Minnesota and for the promotion of sound land development; and

WHEREAS, Grantee is a qualified political subdivision under the laws of the State of Minnesota laws and is authorized by Minn. Stat. §375.18, subd. 12 to acquire conservation easements under chapter 84C for the purpose of implementing a transfer of development rights program; and

WHEREAS, Grantee has declared that public benefits result from the protection and conservation of agricultural land, specifically including the protection of agricultural lands for the production of food and other agricultural products; protection of scenic rural areas for public visual enjoyment from public right-of-way; and the protection of agricultural lands as valued natural and ecological resources to provide water quality benefits and open space benefits; and

WHEREAS, Grantor desires and intends that the agricultural and open space character of the Property be preserved, protected, and maintained; and

WHEREAS, Grantor desires and intends to give Grantee the right to enforce the terms of this Conservation Easement for the protection of the Property in perpetuity; and

WHEREAS, Grantee agrees by acquiring this grant of conservation easement to preserve and protect in perpetuity the agricultural and open space values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the specific agricultural and open space values of the Property are documented in an inventory of the Property, dated _____, on file at the offices of Grantee and incorporated by this reference (“Baseline Documentation”), which consists of documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant of easement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant of easement.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the undersigned Grantor grants and conveys to Grantee a CONSERVATION EASEMENT on the Property for the purpose of assuring that the Property will be retained forever in its agricultural and open space condition and to prevent any use that will impair the agricultural and open space values of the Property. To carry out this purpose, the following title restrictions are recorded:

A. CONVENANTS, TERMS, CONDITIONS, AND RESTRICTIONS

1. The Recitals stated above are incorporated by herein reference and intending to be legally bound, Grantor declares, makes known, and covenants for himself, his heirs, successors, and assigns, that the property shall be restricted to agricultural and open space uses.
2. This Conservation Easement shall continue in perpetuity unless terminated or otherwise amended by the parties. Any termination or amendment shall be by separate written agreement and recorded against the property.
3. Agricultural uses of land are defined for the purposes of this grant of easement, as the use of land for the production of plants and animals that qualify the Property for tax treatment under the provision of Minn. Stat. §273.11, the “Minnesota Agricultural Property Tax Law,” as may be amended from time to time, or as maybe interpreted by courts of competent jurisdiction.
4. Residences and structures permitted on the Property subject to these restrictions are the residences and structures existing on the date of this easement as noted in the Baseline Documentation, or in the event of their destruction, replacements of similar size (or larger if allowed by the Rice County Zoning Ordinance) and uses.

Additional non-residential agricultural structures are allowed. Additional residential structures and uses are prohibited.

5. Upon a conveyance of all or a portion of the Property, any new Deed shall recite verbatim the terms of this Easement and incorporate this Easement by reference.
6. Use of the Property for dumping, storage, processing or landfill of non-agricultural solid or hazard wastes generated off-site is prohibited.

B. GENERAL PROVISIONS

1. Grantor reserves to himself, and to his personal representatives, heirs, successors, and assigns, all rights accruing from his ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.
2. No right of public access is provided for, nor will any right of public access result from the recording of these restrictions.
3. Grantee, its successors or assigns, jointly or severally, shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including but not limited to, the right to require the Grantor to restore the Property to the condition existing at the time of this Grant in order to correct any violation(s) of this Grant of Easement. Representatives of Grantee, its successors or assigns, may at reasonable times and after appropriate notice to Grantor and any persons residing on the Property, enter the Property from time to time for the purposes of inspection and enforcement of the terms of the Easement.
4. Any cost incurred by Grantee in enforcing the terms of this easement against Grantor, including, court costs and attorneys' fees, and any cost of restoration necessitated by Grantor's violation of the terms of this Grant shall be borne by Grantor.
5. The restrictions contained herein shall apply to the land as a conservation easement in gross in perpetuity. The covenants, terms, conditions, and restrictions of this easement shall be binding upon and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
6. This easement, may be subject to modification, termination, or extinguishment, whether in whole or in part, if the zoning ordinance is amended, the property is annexed into a city, a development right is returned to the property or if circumstances arise in the future such as to render the purposes of this easement impossible to accomplish and the parties mutually agree, or by judicial proceedings in a court of competent jurisdiction.
7. If the easement is taken, in whole or in part, by the exercise of the power of eminent domain, Grantee shall be entitled to just compensation for its interest in the Property in accordance with applicable law.

8. Grantor agrees to incorporate the terms of this easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least ten (10) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.
9. Grantor shall hold harmless, indemnify and defend Grantee and its employees, agents and contractors and their heirs, personal representatives, successors and assigns (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) the result of a violation or alleged violation of any State or Federal environmental statute or regulation including the storage or disposal of hazardous or toxic chemicals or materials; (2) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or incurring on or about the premises, regardless of costs, unless due solely to the gross negligence of any of the Indemnified Parties; and (3) existence and administration of this easement.
10. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the premises, including the maintenance of adequate comprehensive general liability insurance coverage and payment of all real estate taxes.
11. Grantee shall record this Conservation Easement with the Rice County Recorder.
12. If any provisions of this conservation easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this conservation easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected and shall continue in full force and effect.

