



Lessard-Sams Outdoor Heritage Council
The State of Minnesota

State Office Building, Room G95 100 Dr. Rev. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155

November 21, 2016

Sen. Richard Cohen
Minnesota Senate
95 University Avenue W.
Minnesota Senate Bldg., Room 3235
St. Paul, MN 55155

Rep. Dean Urdahl
Minnesota House of Representatives
473 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Sen. David Tomassoni
Minnesota Senate
95 University Avenue W.
Minnesota Senate Bldg., Room 3401
St. Paul, MN 55155

Rep. Denny McNamara
Minnesota House of Representatives
365 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Pursuant to M.S. 97A.056, Subdivision 15, this letter notifies you that the Lessard-Sams Outdoor Heritage Council has received notice from Pheasants Forever, Inc. concerning a utility right-of-way easement with Lewis and Clark Regional Water for a regional pipeline in Nobles County. The state interest in the land was purchased with Outdoor Heritage Funds (MN Laws 2015, First Sp. Session, Ch. 2, Art. 1, Sec. 2, Subd. 2(b)).

The attached letter from Mr. Eran Sandquist, Pheasants Forever, Inc. Minnesota State Coordinator, describes the action. Pursuant to statute and the council's approved operating procedures, and in the absence of disapproval by leadership or the council by December 14th, 2016, I will approve the conveyance and the deposit of the proceeds into the Outdoor Heritage Fund. The state's share is an estimated \$12,024.00. Please contact me if you have questions regarding this matter.

I will withhold final notification until December 14th, 2016 to hear from you, if you have concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Wm. Johnson".

Mark Wm. Johnson
Executive Director
Lessard-Sams Outdoor Heritage Council

Cc: Sen. Bill Ingebrigtsen, Rep. Rick Hansen, Rep. Phyllis Kahn
Attachment: Letter from Eran Sandquist, Pheasants Forever, Inc. to Mark Johnson, November 17, 2016



ERAN SANDQUIST
State Coordinator - MN
410 Lincoln Ave South (Box 91)
South Haven, MN 55382

Phone: (763) 242-1273
Fax: (320) 236-7755
Email: esandquist@pheasantsforever.org

November 17, 2016

Mark Johnson Executive Director
Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Mr. Johnson:

Pheasants Forever has received a request for a regional water pipeline easement by Lewis and Clark Regional Water. The proposed work area will run along the edge of Lambert Prairie WMA. PF currently owns this parcel and is in process of donating it to MNDNR as a WMA. As this parcel was acquired with Outdoor Heritage Funds, we are seeking the approval of the utility right away easement from the Council.

Project Description: Lewis and Clark Regional Water (LCRWS) is to acquire the necessary permanent Right-Of-Way easement to complete the installation of the Regional Water lines in South Dakota, Minnesota, and Iowa. The area covered by the permanent easement is shown in exhibit A. LCRWS will restore the surface of construction area back to original contour and character. Pheasants Forever will provide technical assistance as needed. The total easement area is 1.53 acres.

The estimated value of this agreement is \$12,024. Breakdown of compensation is as follows: Fair Market Value for Permanent Easement- \$6,890, Administrative Settlement Fee- \$689, Temporary Construction Easement- \$1,660, Additional Damage to Structure- \$500, and Crop Damages-\$2,285.

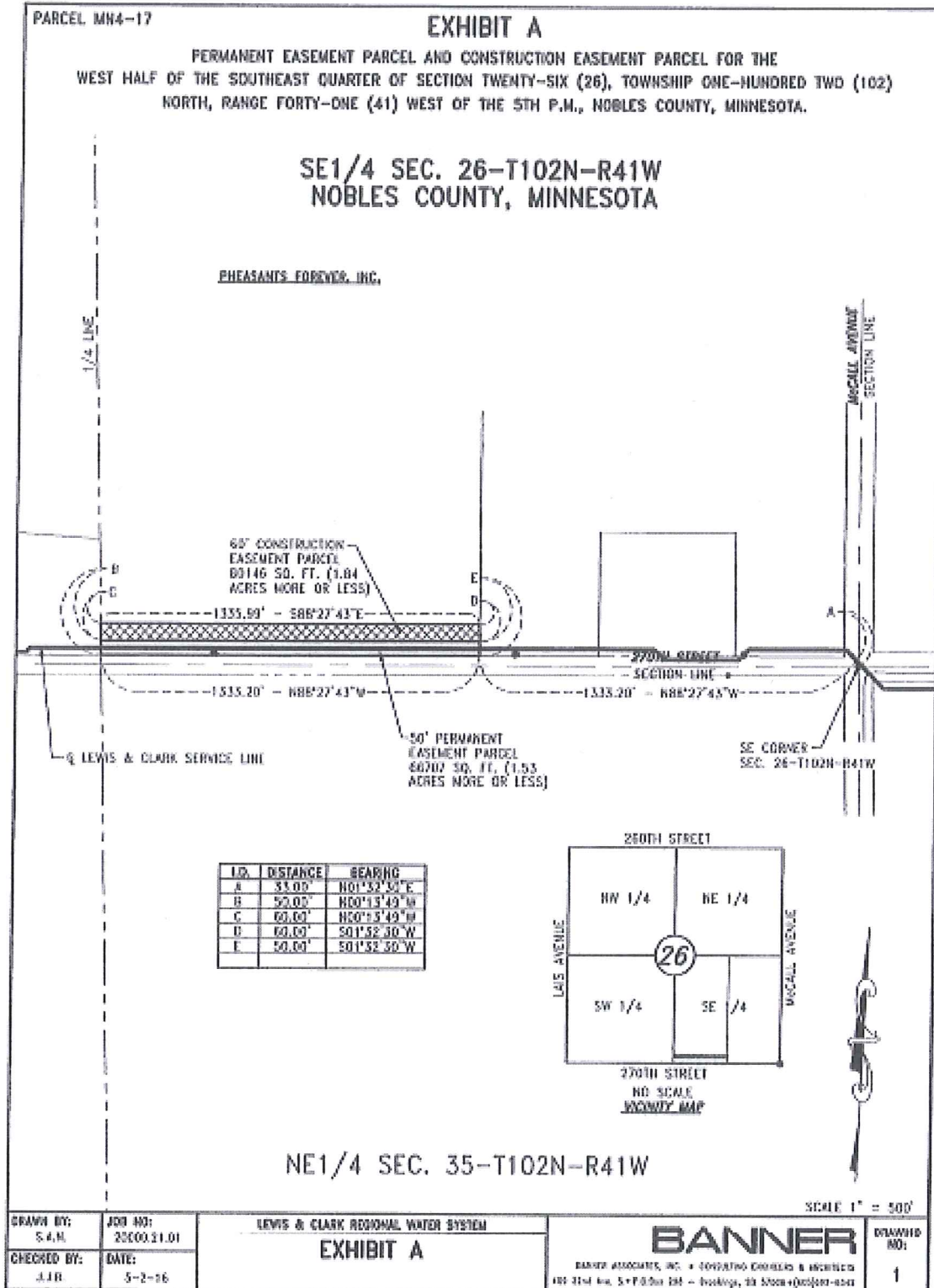
We propose if approved that the value of \$12,024 for this easement be repaid to the Outdoor Heritage Fund.

Sincerely,

Eran Sandquist
State Coordinator - MN
Pheasants Forever, Inc.

cc: Steven Burdick, MN Project Manager, Pheasants Forever

EXHIBIT A



Pheasants Forever MN4-17

Acquisition Appraised Value or CE	Acres Acquired	Value Per Acre	50% of Value/Acre	Compensation for Acquisition
Permanent	1.53	\$ 9,000.00	\$ 4,500.00	\$ 6,890.00

	Acres Acquired	Value Per Acre	10% of Value/Acre x 1	Compensation for Acquisition
Temporary	1.84	\$ 9,000.00	\$ 900.00	\$ 1,660.00

Total Acquisition Payment	\$ 8,550.00
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Damages

	No. of Structures	Acres Damaged	Value Per Acre	40% of Value/Acre	Compensation for Acquisition
Structures	1				\$ 500.00

Total Appraisal Amount	\$ 9,050.00
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Crop Damages	Acres Acquired	Cash Rent/Acre	Years for Cash Rent	Totals
Permanent	1.53	226.00	3	\$ 1,037.00
Temporary	1.84	226.00	3	\$ 1,248.00
Total Crop Damages	3.37			\$ 2,285.00

Total Damages	\$ 2,785.00
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Total Offer (Acquisition plus Damages)	\$ 11,335.00
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10% Increased Offer on Permanent Easement \$ 689.00

Total Offer plus Administrative Settlement \$ 12,024.00

Total Offer Less Crop Damages \$ 9,739.00

AFFIDAVIT OF OWNER(S)

(If blanks are not filled in, it will be assumed that the answer is none)

STATE OF MINNESOTA)
) §§
COUNTY OF _____)

_____, the _____ of PHEASANTS
FOREVER, INC., A CORPORATION, BEING FIRST DULY SWORN, ON OATH SAYS
THAT:

1. Pheasants Forever, Inc., (the "Company") has owned the property described and shown as the easement parcel(s) (the "Easement Parcel(s)") on the attached Exhibit A continuously for the following number of years: 1.
2. There have been no:
 - a. Bankruptcy, divorce or dissolution proceedings involving said Company during the time said Company has had any interest in the Easement Parcel(s):
 - b. Unsatisfied judgments of record against said Company nor any actions pending in any courts, which affect the Easement Parcel(s):
 - c. Liens against said Company, EXCEPT AS HEREIN STATED:

3. Any bankruptcy, divorce or dissolution proceedings of record against parties with the same name or similar names, during the time periods in which the above named Company has had any interest in the Easement Parcel(s), are not against the above named Company, EXCEPT AS HEREIN STATED: _____

4. Any judgments or liens of record against parties with the same name or similar names are not against the above named Company, EXCEPT AS HEREIN STATED: _____
5. There has not been any new construction, including any remodeling of any structures on the Easement Parcel(s), EXCEPT AS HEREIN STATED: _____
6. That there has been no labor or materials furnished to the Easement Parcel(s) described in the above numbered commitment, during the last 120 days for which payment has not been made, EXCEPT AS HEREIN STATED: _____
7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Easement Parcel(s), EXCEPT AS HEREIN STATED: _____
8. There are no persons in possession of any portion of the Easement Parcel(s) other than pursuant to a recorded document, EXCEPT AS HEREIN STATED: _____
9. There are no encroachments or boundary line questions affecting the Easement Parcel(s) of which Affiant(s) has had knowledge, EXCEPT AS HEREIN STATED: _____

Owner:

PHEASANTS FOREVER, INC.

By: _____

Its: _____

STATE OF _____)
) ss.

COUNTY OF _____)

On this _____ day of _____, 200__, before me personally appeared _____, known to me to be the _____ of PHEASANTS FOREVER, INC., a corporation, the corporation that is described in and that executed the within instrument and acknowledged to me that corporation executed the same.

Notary Public

(MN)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of _____, 20____, between Pheasants Forever, Inc. ("Grantor" or "Landowner"), 1783 Buerkle Circle, Saint Paul, Minnesota 55110; and Lewis and Clark Rural Water System, Inc., d/b/a Lewis & Clark Regional Water System, a South Dakota nonprofit corporation ("Grantee" or "LCRWS"), 46986 Monty Street, Tea, SD 57064

Grantor and Grantee agree as follows:

1. Grant of Easements. LCRWS is hereby granted a permanent easement as described in Paragraph 2 below (the "Permanent Easement Parcel"), and a temporary easement as described in Paragraph 3 below (the "Construction Easement Parcel"), which together are referred to as the "Easement Parcels," in, on, through and under the real property legally described in attached Exhibit A.
2. Description of Permanent Easement. LCRWS is granted a permanent easement ("Permanent Easement") with respect to the Permanent Easement Parcel. The area covered by the Permanent Easement is shown in attached Exhibit A. The rights, privileges and responsibilities granted to LCRWS with respect to the Permanent Easement Parcel are as follows:
 - A. The permanent and perpetual right to enter upon the Permanent Easement Parcel for the purposes hereinafter set forth provided that the Permanent Easement shall terminate and all rights of LCRWS shall automatically revert back to the then current landowner upon permanent abandonment of the Permanent Easement Parcel for the purpose of transporting water for the public good.

B. The right to perform archeological surveys, land surveys, conduct soil tests, site preparation and other activities related to preparation for construction.

C. The right, at the sole cost and expense of LCRWS, to erect, construct, install, inspect, operate, test, repair, maintain, use, rebuild, relocate, remove and replace: (i) one (1) pipeline and connections for the transmission and distribution of raw and treated water; (ii) air release, blow off, or in-line valves or other appurtenances, including buried vaults; (iii) communication lines used to operate the Pipeline Facilities (as hereinafter defined); (iv) electric lines for the transmission of electricity to operate the Pipeline Facilities (as hereinafter defined); (v) other fixtures, equipment, machinery and devices (including, without limitation, cathodic protection equipment and devices and anodes, conduit connecting junction boxes, test sites, stations, rectifier and electrical power service) used or useful in the construction, installation, operation, testing, repair, maintenance, replacement and use of such pipeline (such pipeline, connections, valves, communication lines, electric lines, fixtures, equipment, machinery and devices being herein collectively called the "Pipeline Facilities").

D. The Pipeline Facilities, including above-ground improvements, to be constructed in the Permanent Easement Parcel during the Initial Construction Period shall be as shown in separate documentation entered into between LCRWS and Landowner. In the event LCRWS determines to construct Pipeline Facilities including above-ground improvements which are materially different than those shown in such separate documentation, whether during the Initial Construction Period or in the future, LCRWS shall pay the then current landowner additional reasonable compensation for same.

E. LCRWS shall have complete and unhindered access to the Permanent Easement Parcel during the Initial Construction Period and pay the Landowner reasonable compensation for same. In the event construction activities result in the removal of a planted crop LCRWS shall pay additional reasonable compensation to the Landowner. Following the Initial Construction Period, LCRWS shall have access to and from the Pipeline Facilities, including the ability to use sand, gravel or other materials to support pedestrian or vehicular access on a temporary basis, provided LCRWS shall restore the property to its prior condition to the extent practical and, further, LCRWS shall pay the Landowner additional reasonable compensation for any damages resulting from such access.

F. LCRWS shall have the right to cut down, trim, control the growth of or eliminate trees, shrubbery and other plant growth within the Permanent Easement Parcel, which LCRWS deems appropriate to properly construct, operate and maintain the Pipeline Facilities and to eliminate present or future hazards to the use thereof; provided, however, that (i) LCRWS may not cut down any trees, shrubbery or other plant growth planted with the approval of LCRWS pursuant to Section 5 below, except in an emergency; (ii) following the Initial Construction Period as defined below, and except in the case of an emergency, LCRWS shall notify the Landowner of any such maintenance work in advance and consult with Landowner(s) with respect to the time, place and method of such work; and (iii) at the Landowner's request LCRWS will refrain from the use of chemical methods of controlling vegetation.

G. LCRWS shall have the right to erect reasonable signs for the purpose of monumenting the boundaries of the Permanent Easement Parcel and the location of the Pipeline

Facilities provided that such signage shall be located within existing highway rights of way or within two feet of an above-ground improvement. In the event LCRWS determines to install additional signage not provided for in the previous sentence, and such signage materially interferes with the use or development of the Permanent Easement Parcel by the then current landowner, LCRWS shall pay additional reasonable compensation.

H. The rights, privileges and easements granted herein are assignable and may be exercised by LCRWS, its successors and assigns, and its and their respective employees, agents and contractors and any party expressly permitted by LCRWS to exercise such rights, privileges and easements, including, without limitation, any members of LCRWS, and any such party's employees, agents and contractors, provided that any assignment shall be for water transmission and related purposes set forth in this easement and that LCRWS shall not assign its rights to any party that is not utilizing the easement to provide water for the public benefit.

I. The rights, privileges and easements acquired by LCRWS are and shall be subject to easements, reservations and restrictions of record, if any, existing on the date of this easement.

J. This easement shall not restrict the right of the Landowner or Landowner's successors to grant other easements, licenses, rights or interests with respect to the Permanent Easement Parcel to other parties provided that such other uses do not materially interfere with the easement rights of LCRWS. Landowner shall advise LCRWS of the proposed grant of other rights and may proceed upon obtaining written consent from LCRWS. Landowner may, at Landowner's option, send a written request by certified mail to LCRWS and LCRWS must respond to this request in writing within thirty (30) days of receipt or it shall be deemed to be acceptable by LCRWS. Further, LCRWS may decline a Landowner's request only if the proposal would materially interfere with LCRWS's rights under this Permanent Easement. LCRWS may agree to the proposal subject to reasonable terms and conditions necessary to protect the easement rights and Pipeline Facilities of LCRWS.

3. Description of Construction Easement. Grantor hereby grants to LCRWS a temporary construction easement ("Construction Easement") with respect to the area covered by the Construction Easement as shown in attached Exhibit A (the "Construction Easement Parcel"). The rights, privileges and responsibilities of LCRWS with respect to the Construction Easement Parcel are described as follows:

A. The period of the Construction Easement shall be for a maximum of two (2) years commencing from the date construction begins on the Construction Easement Parcel until LCRWS provides Landowner with written notice of completion of Initial Construction (the "Initial Construction Period"). The Initial Construction Period shall begin when a significant amount of soil is removed or disturbed and does not include survey work, soil testing or other such preliminary activities. Grantor agrees not to construct or erect any permanent buildings, fixtures or other improvements within the Construction Easement Parcel until the Initial Construction Period is completed. The Construction Easement shall automatically terminate upon the expiration of the Initial Construction Period.

B. LCRWS shall have the right, during the Initial Construction Period, to enter upon the Construction Easement Parcel with such personnel, vehicles and equipment as LCRWS

deems necessary or appropriate for construction and installation of Pipeline Facilities. LCRWS shall have the right to remove any crops, trees, bushes or improvements within the Construction Easement Parcel necessary for initial construction purposes.

C. LCRWS shall provide the Landowner with advance notice of the approximate date when construction will commence on the Construction Easement Parcel and consult with the Landowner in regard to minimizing inconvenience and any crop loss during the Construction Period.

4. Requirements of LCRWS.

A. LCRWS will restore the surface of the construction area to its original contour and character as nearly as practicable. LCRWS will employ accepted methods to prevent surface erosion of the construction area. LCRWS will, after the pipeline trench has been backfilled, remove from the Easement Parcels rocks brought to the surface by its operations. LCRWS will repair or relocate any agricultural drain tiles which require repair or relocation due to the construction of the Pipeline Facilities.

B. Unless otherwise instructed by the Landowner, LCRWS will cause the topsoil to be removed separately during the construction of the pipeline for the full width of the pipe trench to a depth of up to twenty-four (24) inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench. LCRWS shall segregate the topsoil on the Easement Parcels. LCRWS shall exercise due care with respect to the selection of backfill to be used in covering the pipe trench, and other areas affected by construction. LCRWS shall remove all excess backfill materials or, at the request of the Landowner, deposit such excess backfill material elsewhere on the contiguous property of the Landowner.

C. During construction suitable crossovers shall be installed over the pipe trench as needed by the Landowner. All fences that are cut or disturbed shall be repaired by LCRWS in a good and workerlike manner. Before a fence is cut by LCRWS, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

D. LCRWS will endeavor to provide the Landowner with at least seven (7) days' advance notice of entry onto the Easement Parcels for purposes of maintenance or repair of the Pipeline Facilities, except in the case of an emergency, in which case LCRWS will endeavor to provide such notice as possible under the circumstances.

E. LCRWS shall construct, install and operate the Pipeline Facilities in a good and workerlike manner, and in compliance with all applicable governmental laws, ordinances, codes, rules, regulations and requirements.

F. LCRWS shall restore and maintain the pipe trench area and other areas affected by construction or LCRWS's post-construction activities on the Easement Parcels as necessary to remedy problems relating to soil compaction or otherwise attributable to the Pipeline Facilities. LCRWS shall be responsible for any reduction in crop yield caused by the initial construction or any subsequent maintenance, repair or other activities of LCRWS on the Easement Parcels after the Initial Construction Period. Landowner may submit a claim to LCRWS on an annual basis

supported by reasonable documentation and LCRWS will promptly review and pay all valid claims.

G. LCRWS shall compensate the Landowner directly for any damages to the Landowner, of any type, real or personal, arising out of or in connection with the presence and activities of LCRWS on the Easement Parcels, whether during or after the Initial Construction Period and whether such damage is in or outside of the Easement Parcels. In addition, LCRWS shall indemnify and defend the Landowner against, and hold the Landowner harmless from, all claims, actions, liabilities, damages, costs and expenses arising out of or in connection with the presence and activities of LCRWS on the Easement Parcels, whether during or after the Initial Construction Period and whether such damage is in or outside the Easement Parcels.

5. Improvements by Landowner on Permanent Easement Parcel. Landowner shall make no Improvements on or within the Permanent Easement Parcel prior to or during the Initial Construction Period. Upon completion of Initial Construction, Landowner shall have the right to cultivate and harvest crops on, and a right of access over and across the Permanent Easement Parcel so long as such use does not materially interfere with the rights, privileges and easements of LCRWS. In the event Landowner proposes to erect or install any structures or other objects, permanent or temporary (collectively, "Improvements"), on the Permanent Easement Parcel, or plant any trees or shrubs thereon, Landowner shall advise LCRWS of the proposed Improvement and may proceed upon obtaining written consent from LCRWS. Landowner may, at Landowner's option, send a written request by certified mail of the proposed Improvement to LCRWS and LCRWS must respond to this request in writing within thirty (30) days of receipt of the proposal or it shall be deemed to be acceptable by LCRWS. Further, LCRWS may decline a Landowner's request only if the proposal would materially interfere with its easement rights. LCRWS may agree to the proposal subject to reasonable terms and conditions necessary to protect the easement rights and the Pipeline Facilities of LCRWS. The Landowner may remove or add soil within the Permanent Easement provided that a minimum cover of five feet of top soil on top of the Pipeline Facilities is maintained at all times and provided that no more than four feet of top soil is added within the Permanent Easement. If the Landowner proposes to remove soil such that the minimum cover of five feet is not maintained, or proposes to add more than four feet of soil, such proposed work must be submitted by written proposal to and approved by LCRWS, in advance, in order to protect the integrity of the design of the pipeline, which approval shall not be unreasonably withheld. Upon completion of Initial Construction, Landowner shall have the right to plant trees or shrubs within the Permanent Easement Parcel beyond 20 feet of either side of the pipeline without restriction provided the root system does not interfere with Pipeline Facilities.

6. Damages for Inability to Plant a Crop, Loss of Yield and Destruction of a Planted Crop. Grantor understands and agrees that the payment made by LCRWS includes payment for the Permanent Easement and Temporary Easement rights as described herein. In addition, unless otherwise provided in a separate signed writing, the payment includes any damages to Landowner from the inability to plant a crop for one crop year and any reduced crop yield for the four crop years immediately following the completion of construction. In addition, should the construction activities of LCRWS prevent the Landowner from planting a crop more than one year, LCRWS shall pay Landowner an amount equal to 100 percent of the average cash rent for farmland in the County for each such year. Further, should construction activity of LCRWS

cause the removal or destruction of a crop already planted by Landowner, LCRWS shall pay additional reasonable compensation to Landowner for the expense of same.

7. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Minnesota.

8. Notices. Except as provided herein, all notices and demands given or required to be given hereunder shall be in writing and sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. The date of service of such notice or demand shall be the date on which such notice or demand is deposited in the post office or postal mailbox of the United States Post Office Department.

9. Time. Time is of the essence in the performance of the obligations required to be done by the parties hereto.

10. Easements to Run With the Land. The easements granted herein shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

Pheasants Forever, Inc.

By: _____
Its: _____

By: _____
Its: _____

State of _____, County of _____

This instrument was acknowledged before me on this _____ day of _____,
20____, by _____, as _____, and by _____
_____, as _____ of Pheasants Forever, Inc.

(Seal, if any)

(signature of notarial officer)

Title and rank: _____

My commission expires: _____

Prepared by:

Lewis and Clark Rural Water System, Inc.
Attn: Construction Administrator
46986 Monty Street
Tea, SD 57064

Telephone: 605-368-2400

September 28, 2016



Pheasants Forever
PO BOX 91
South Haven, MN 55382

RE: Lewis and Clark MN Parcel 4-17 Easement

Dear Mr. Sandquist;

My firm, JCG Land Services Inc. has been retained by Lewis and Clark Regional Water to acquire the necessary Right-Of-Way to complete the installation of the Regional Water lines in South Dakota, Minnesota, and Iowa.

For your review, I have included the following information contained in the blue folder:

- 1) The Offer Sheet showing the compensation we are offering for the easement rights. I have signed all three copies. Two of these forms will need to be signed.
- 2) Easement Agreement (3). Two of these forms will need to be signed and notarized.
- 3) Affidavit of Owners (3). Two of these forms will need to be signed and notarized.
- 4) Tree Agreement
- 5) Tenant Disclaimer
- 6) Tenant Information sheet

The right side of the folder contains copies for your records. Please keep those and the blue folder. Please sign two copies of each document, have them notarized where indicated and return them to me in the addressed stamped envelope.

Please call me at 800-353-8974 or you can write to me at the address below if you have any questions or concerns.

Sincerely yours

A handwritten signature in blue ink, appearing to read "Michael C. Adams", is written over a light blue circular stamp.

Michael C. Adams

Enc.

1715 South G Avenue
Nevada, Iowa 50201
Telephone: 515-382-1698
Fax: 515-382-2778

1921 51st Street NE, Suite 3
Cedar Rapids, Iowa 52402
Telephone: 319-362-3507
Fax: 319-294-9306

1011 SW 11th Street
Leon, Iowa 50144
Telephone: 641-446-7717
Fax: 515-382-2778

DISCLAIMER

STATE OF Minnesota)

COUNTY OF Nobles)

We (I) _____, being first duly sworn, depose(s) and say that we are (I am) occupying all (a part) of the land subject to the easement(s) and other rights acquired by Lewis and Clark Rural Water System, Inc. from _____, lying in Nobles County, State of Minnesota, described in and shown on page 2 Exhibit A attached hereto, and do hereby state that we are (I am) occupying said land as the tenant(s) of _____; that (excepting crops thereon, if any), we (I) claim no right, title, lien, or interest in and to the above-described real estate or any part thereof by reason of said tenancy or otherwise and will vacate said premises upon demand for the possession and use of said land by Lewis and Clark Rural Water System, Inc.

We (I) further agree that this disclaimer may be presented to any court having jurisdiction over condemnation proceedings relating to the above-described property, and such court is authorized to enter an order dismissing the undersigned from said cause without compensation and without adjudication of costs against the undersigned.

Dated this _____ day of _____, 201__.

Witnesses:

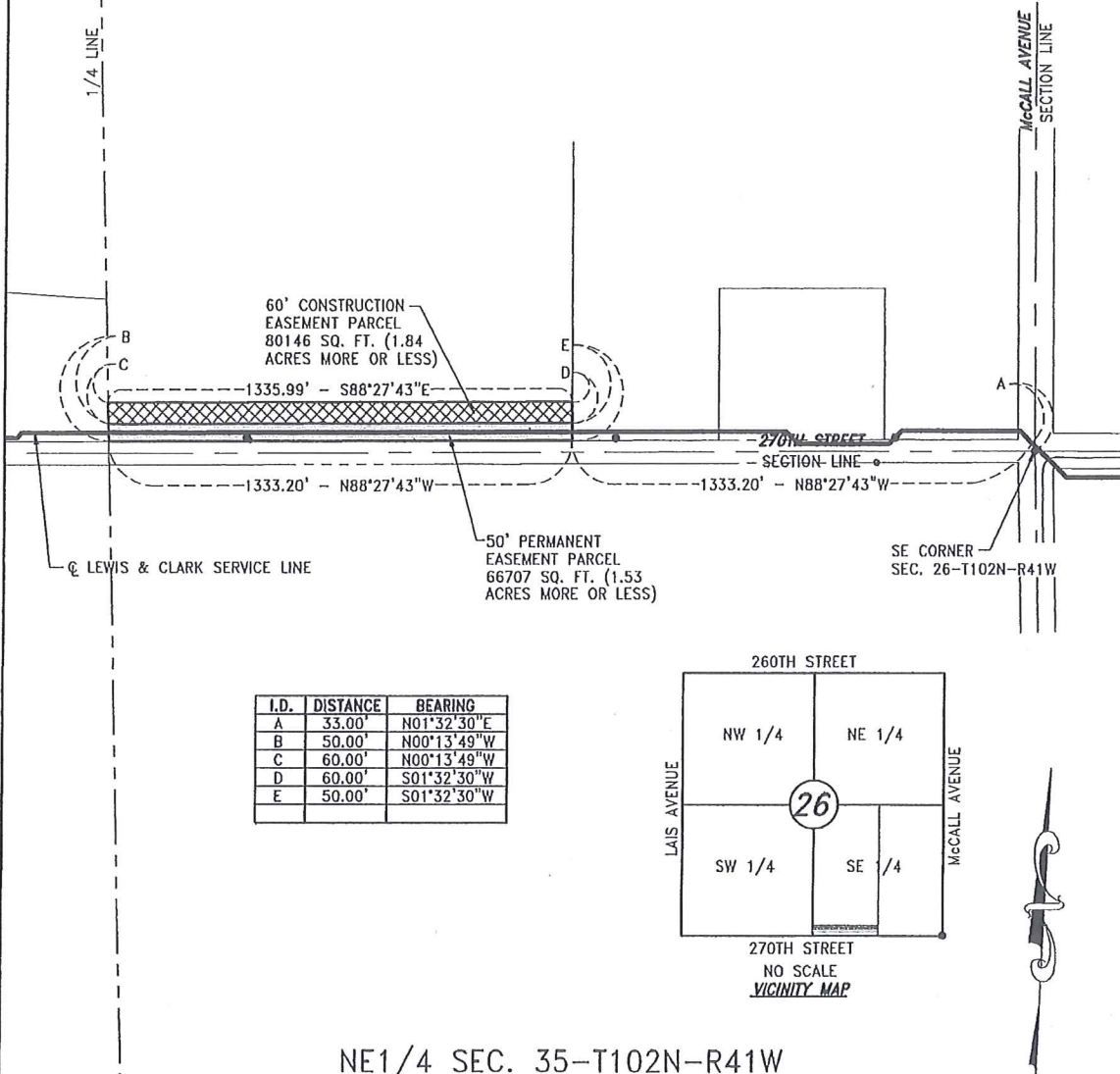
PARCEL MN4-17

EXHIBIT A

PERMANENT EASEMENT PARCEL AND CONSTRUCTION EASEMENT PARCEL FOR THE
WEST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY-SIX (26), TOWNSHIP ONE-HUNDRED TWO (102)
NORTH, RANGE FORTY-ONE (41) WEST OF THE 5TH P.M., NOBLES COUNTY, MINNESOTA.

SE1/4 SEC. 26-T102N-R41W
NOBLES COUNTY, MINNESOTA

PHEASANTS FOREVER, INC.



SCALE 1" = 500'

DRAWN BY: S.A.N.	JOB NO: 20000.21.01	LEWIS & CLARK REGIONAL WATER SYSTEM	BANNER <small>BANNER ASSOCIATES, INC. • CONSULTING ENGINEERS & ARCHITECTS 409 22nd Ave. S. • P.O. Box 298 - Breckings, SD 57006 • (605) 692-6342</small>	DRAWING NO: 1
CHECKED BY: J.J.B.	DATE: 5-2-16	EXHIBIT A		

Landowner: Pheasants Forever, Inc.
1783 Buerkle Circle
Saint Paul, MN 55110
Phone: 651-773-2000
Parcel: MN segment 4 Parcel 17

SETTLEMENT OFFER

Lewis & Clark Rural Water System, Inc. hereby makes the following Settlement Offer to acquire the easement rights described in the proposed Easement Agreement:

Estimated Fair Market Value of Permanent Easement (1.53 acres x \$9,000.00 fee value x .50 for easement)	\$6,890.00
Plus: Administrative Settlement Fee*	\$689.00
Temporary Construction Easement (1.84 acres x \$9,000.00 fee value/acre x 10%)	\$1,660.00
Additional Damage (Structure x 1)	\$500.00
Crop Damages (3.37 acres x County Average for Annual Cash Rent of \$226.00 per acre x 3)**	\$2,285.00
Total Compensation Payable to You:	\$12,024.00

* Administrative Settlement Fee. This fee provides landowners with an incentive to furnish a voluntary easement and may be withdrawn if Lewis & Clark's offer of compensation is not timely accepted. In addition to installation of its water pipeline and related underground fixtures and equipment, Lewis & Clark may install certain above-ground improvements within the Permanent Easement. If it does so, the Settlement Offer reflects additional reasonable compensation for such above-ground improvements. If applicable, attached to this Settlement Offer is a preliminary Plan & Profile Sheet prepared by the Project Engineer showing: 1) the type, number and projected location of any such above-ground improvements; and 2) any anticipated changes to the topographical profile of the subject property relating to the Pipeline. The stated offer of compensation includes payment for such above-ground improvements and/or topographical changes. Landowner agrees that these are subject to change as reasonably required for engineering purposes provided that if there is a material change with respect to increasing the number or type of improvements, their location or the land profile, which change is detrimental to Landowner, Lewis & Clark will pay additional reasonable compensation with respect to same.

** Crop Damages. Payment includes any damages to Landowner resulting from the inability to plant a crop for one crop year and any reduced crop yield for the four crop years immediately following the completion of construction on the easement parcels. Should construction activities prevent the Landowner from planting a crop in more than one crop

year, Lewis & Clark shall pay Landowner an amount equal to 100 percent of the average cash rent for farmland in the County for each such year. Further, should the construction activity of Lewis & Clark cause the removal or destruction of a crop already planted by Landowner, Lewis & Clark shall pay additional reasonable compensation equal to the actual expense incurred by Landowner with respect to same. Landowner is solely responsible for making any necessary arrangements with a tenant, if any, with respect to this settlement.

Landowner may, at Landowner's option, decline payment based on the above crop damages formula and instead submit annual claims for any loss of production or reduced yields based upon reasonable documentation as per the Easement Agreement. If this approach is taken, insert "Not Applicable" in the space for crop damages.

ACCEPTANCE

The undersigned, being the Landowner(s) identified above or the authorized representatives of the Landowner(s) hereby accept the above Settlement Offer and with regard to any crop damages (check one):

☒ Accepts payment based on the above crop damages formula for the year of construction and the following four years provided the Landowner reserves the right to submit annual claims for crop damages for loss of production or yield beginning the fifth year after completion of construction based on reasonable documentation.

☐ Reserves payment for crop damages with the right to submit annual claims for loss of production or yield based on reasonable documentation.

Date: 9-28-16 [Signature]
Land Acquisition Agent

Date: _____
Landowner

Date: _____
Landowner

Taxpayer ID Number/
Social Security Number: _____

TREE AGREEMENT

Policy: Generally, Lewis & Clark Regional Water System provides landowners whose trees will be removed during pipeline installation with the option of either removing and not replacing the trees or removing the trees and replacing each tree with two smaller trees. Either option is done at Lewis & Clark's expense and at no cost to the landowner. Please choose which option you prefer:

☒ Remove all trees and do not plant replacement trees

☐ Remove all trees and replace each tree with two new trees

Dated:

WITNESS: _____ LANDOWNER(S) _____