

September 26, 2018

Mr. 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

Re: Acquiring Land with DNR Fisheries Easement and Prairie Bank Easement

Dear Mr. Johnson,

The Nature Conservancy is in the process of acquiring approximately 305 acres in Winona County and 641 acres in Fillmore County, as shown on the attached map (the "Property"). The Property will be transferred to the MN DNR to become a Wildlife Management Area. Approximately 21,206 feet of Rush Creek and tributary streams to Rush Creek and other tributaries flow through the Property, considered one of the best Coldwater trout streams in the region.

The large size of this ownership, particularly with a large amount of non-farmland is very unusual in this region. With one transaction, this project will protect over 4 miles of Coldwater streams, with both banks included on all but one of those miles. It also includes the full floodplain for most of those stream miles, creating potential for future stream-bank restoration, or floodplain projects to restore wetland storage. Protecting perennial grassland in this floodplain, and potentially enhancing it through improved species composition, will help slow and/or store water in Rush Creek during flood events, helping protect the city of Rushford which lies less than 5 miles downstream. The woods and prairies on the bluff sides are in very good condition, as indicated by the 588 acres rated "outstanding" for biodiversity significance. Additionally, the Property is extremely accessible, located within minutes of Rushford, MN, with a county highway running through it, and several farm roads for access to ridge-top fields. It will provide significant recreational benefit to Rushford and provide an excellent setting for field tours or community hikes in the future.

The Property is adjacent to a parcel currently owned by the State, but that has not been assigned to a DNR division, because it has no access. This Property would allow DNR Wildlife to add that tract to the unit as well, creating an extra 206 acres that can be managed for natural communities.

The project allows The Nature Conservancy and Minnesota Department of Natural Resources to protect existing native habitats while restoring pastureland, floodplain and

stream channels to benefit fish and wildlife on the Property. Protecting and restoring habitat on the Property also improves fishing habitat and water quality downstream.

Acquisition of the Property will be funded with Outdoor Heritage Fund through The Nature Conservancy's Southeast Minnesota Protection and Restoration Phase 4, Legislative Citation: ML 2016, Chapter 172, Article 1, Section 2, Subd. 3(d), SEMN Protection and Restoration Phase 5, Minnesota Laws 2017, Chapter 91, Article 1, Section 2, Subd. 3(c), and SEMN Protection and Restoration Phase 6, ML 2018, Ch. 208, Art. 1, Sec. 2, Subd 3(b).

The issue we are bringing to your attention for discussion is that the Property includes an existing trout stream easement held by the State of Minnesota ("**Streambank Easement**"). (Please see enclosure) The Streambank Easement covers approximately 21,206 feet of river and streambank on both sides of the river covering approximately 104 acres. This easement covers a narrow corridor along the Root River and totals approximately 11% of the entire 946-acre Property.

The Property also includes a Prairie Bank Easement of approximately 40.5 acres of Dry Bedrock Bluff Prairie (the "**Prairie Bank Easement**"). (Please see Enclosure) The protected property under the Prairie Bank Easement is original, unplowed native bluff prairie. The Prairie Bank Easement provides for the preservation and conservation of the native prairie, rare plants and rare animals and other natural features.

Due to these two State-held easements, the project may fall under the "Lands in Public Domain" statute as it relates to Outdoor Heritage Funds. Specifically, Section 97A.056, Subd. 9., of the Minnesota Statutes states as follows:

"Lands in public domain. Money appropriated from the outdoor heritage fund shall not be used to purchase any land in fee title or a permanent conservation easement if the land in question is fully or partially owned by the State of Minnesota or a political subdivision of the state, unless: (1) the purchase creates additional direct benefit to protect, restore, or enhance the state's wetlands, prairies, forests, or habitat for fish, game, and wildlife; and (2) the purchase is approved by an affirmative vote of at least nine members of the council."

Both easements were taken into consideration in the appraisal, by identifying the encumbrances to the Property and adjusting comparable sales.

The Lands in Public Domain statute requires that the purchase creates additional direct benefit to protect, restore, or enhance the state's wetlands, prairies, forests, or habitat for fish, game, and wildlife. The Streambank Easement, which was purchased in 1992 by the State, permits the development of fish habitat and allows for public fishing only access. The easement runs along the river in the west and south of the Property. Protection of the larger approximately 946-acre tract will protect and improve water quality and fish habitat in the river above and beyond the protection provided by the easement and will open it to full public access for fishing and hunting. It will also allow for full floodplain restoration and management by restoring lowland hardwood forest and grasslands well beyond the width currently covered by the easement. The Prairie Bank easement was

purchased in 2010 and provides for long term sustainable management of the native prairie. The two areas covered by the Prairie Bank Easement are integral to the character and contiguity of the Property and have been managed by the MNDNR since signing of the easement. Including this Prairie Bank Easement areas within the proposed WMA will streamline the management of the Property.

The Nature Conservancy is seeking the approval of at least 9 members of the Lessard-Sams Outdoor Heritage Council to proceed with the protection of this unique conservation tract, despite the existing Streambank Easement and Prairie Bank Easement held by the State on parts of the Property.

If you require further information, please don't hesitate to contact me.

Sincerely,



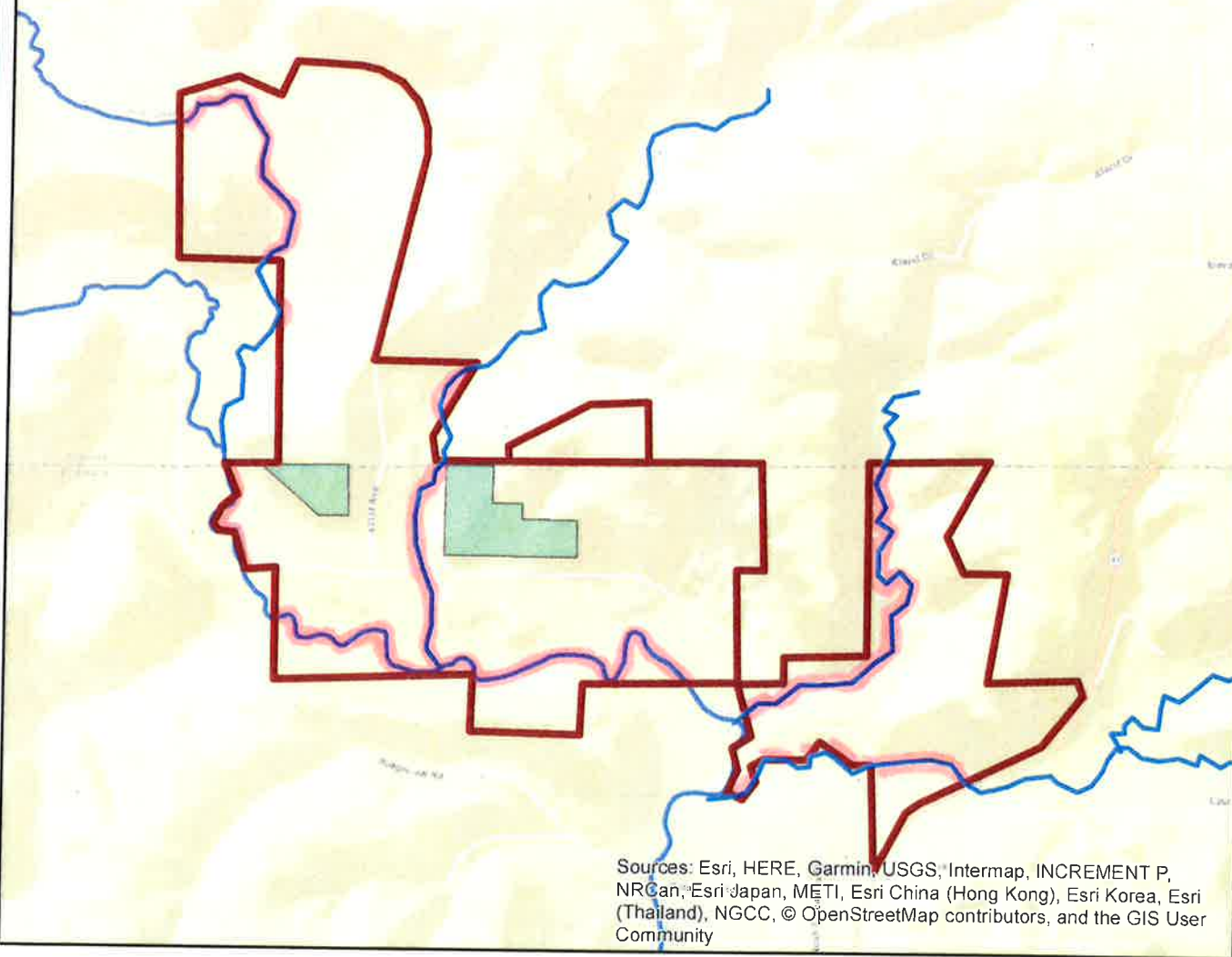
Richard Biske
Freshwater Conservation Program Director
The Nature Conservancy

Enclosure: Map of Proposed Acquisition

Enclosure: Prairie Bank Easement

Enclosure: Streambank Easement

Root River (Schueler/Schueler Family Trust) Fillmore & Winona Counties, MN - Prairie Forest Border Ecoregion



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

- Property Boundary
- Streams & Streambank Easements
- DNR Prairie Bank Easement

September 24, 2018

Map Created by :
sje, TNC in MN/ND/SD

Map Projection: UTM 15 NAD 83

0.5 0.25 0 0.5 Miles



1:27,000

Doc #: 379086 Fees: \$ 46.00
COUNTY RECORDER OFFICE OF FILLMORE COUNTY, MINN.
I hereby certify that the within instrument
was filed on 6/28/2010 at 1:45 PM
David Kiehne, Fillmore County Recorder
By David Kiehne Deputy

(SPACE ABOVE RESERVED FOR RECORDING INFORMATION)

(G&F 14346)

**NATIVE PRAIRIE BANK CONSERVATION EASEMENT
STATE OF MINNESOTA, DEPARTMENT OF NATURAL RESOURCES**

This Native Prairie Bank Conservation Easement, hereinafter referred to as "Easement", is made this _____ day of _____ 2010, between **Margaret A. Schueler**, a single person, individually, and as beneficiary of the Elmer R. Schueler Family Trust under Will dated June 9, 1999, and **Sharon K. Woxland**, as trustee of the Elmer R. Schueler Family Trust under Will dated June 9, 1999, hereinafter referred to as the "Landowner" or "Landowners," and the State of Minnesota, a sovereign body, by and through the Commissioner of Natural Resources, hereinafter referred to as the "Commissioner".

1. BACKGROUND

1.1 Protected Property Legal Description. The Landowners warrant that they are the sole owners in fee simple of certain real property located in Fillmore County and Winona County, Minnesota, and legally described on Exhibit A ("Protected Property").

1.2 Qualifications of Commissioner. The Commissioner is qualified to hold conservation easements under Minn. Stat. Sections 84C.01-84C.05 and is authorized to hold this conservation easement under Minn. Stat. Section 84.96 in order to preserve the native prairie of the state.

1.3 Protected Property General Description. The Protected Property, in its present state, has significant ecological, scientific, educational, and natural values. These values are of great importance to the Landowner, the Commissioner, and the people of Minnesota. The Protected Property is located within the prairie area of Minnesota, in the Eastern Broadleaf Forest ecological province. The Protected Property is primarily a tract of original, unplowed native prairie that is threatened by fragmentation and other incompatible non-prairie uses. The Protected Property will provide for the preservation and conservation of approximately 40.5 acres of Dry Bedrock Bluff Prairie (southern) native prairie and associated Forest habitats, rare plants and rare animals and other natural features. Their protection in accordance with this conservation easement will yield a significant public benefit and intends to fulfill one or more of the conservation purposes defined in Section 170(h)(4)(A) of the Internal Revenue Code, as amended.

1.4 Baseline Property Report. The Commissioner has prepared written materials, maps and photographs that set forth the Conservation Values, as defined below, of the Protected Property in more detail ("Baseline Property Report"). The Landowner acknowledges that the Baseline Property Report reflects the present condition of the Protected Property and the parties incorporate the Baseline Property Report into the Easement by this reference. Both the Commissioner and the Landowner has a copy of the Baseline Property Report.

1.5 Prairie Stewardship Plan. The Commissioner may provide sustainable management options that protect the ecological values of the native prairie, and identifies the landowner's goals through a "Prairie Stewardship Plan". Specific 'practice plans' such as a "Prescribed Burn Plan", a "Prescribed Haying Plan", a prairie reconstruction plan, a "Seed Harvest Plan" or a "Grazing Plan", may be included in a comprehensive site level Prairie Stewardship Plan. A Grazing Plan may describe approved watering systems and other livestock related facilities, and limit or forbid other supplemental feedstock from being brought onto the prairie. Strategies and techniques for monitoring management objectives and overall site conditions can also be included in a Prairie Stewardship Plan.

2. CONSERVATION VALUES AND PURPOSE

2.1 Definition of Conservation Values. For the purpose of this conservation easement, the term "Conservation Values" means the scientific and educational opportunities, native prairie lands, native plants and animals (including without limitation rare species and communities), the ecological processes that support them, the water and soil quality, wetlands, riparian and aquatic habitats and the geologic features specifically identified in the Baseline Property Report.

2.3 Purpose. The Landowner and Commissioner agree that the purpose of this Easement is to provide a significant public benefit by:

- 2.3.1 Preserving and protecting in perpetuity the Conservation Values of the Protected Property,
- 2.3.2 Confining the development, management and use of the Protected Property to activities that are consistent with the preservation of these Conservation Values,
- 2.3.3 Prohibiting activities that significantly impair or interfere with these Conservation Values,
- 2.3.4 Providing for remedies in the event of any violation of this easement,
- 2.3.5 Providing opportunities for research and education,
- 2.3.6 Encouraging the long-term sustainable management of the native prairie,
- 2.3.7 Confining all subsequent management and use of the Protected Property to such activities as are consistent with the purpose and terms of this Conservation Easement.

3. CONVEYANCE

NOW, THEREFORE, in consideration of the sum of sixty eight thousand eight hundred and three dollars, and two cents (\$68,803.02), and pursuant to Minnesota Statutes Section 84.96, the Landowners grant, convey and warrant to the Commissioner, its successors and assigns, a perpetual conservation easement in and to the Protected Property, according to the covenants, terms, conditions, and restrictions contained herein, including the right to protect the Protected Property in accordance with the terms set forth in this Conservation Easement, which shall run with and bind the land in perpetuity.

4. RESERVED RIGHTS

The Landowners reserve for themselves and their successors and assigns, all rights accruing from the Landowners' ownership of the Protected Property including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Property that are not restricted or limited by the terms and conditions of this Conservation Easement, and to sell or transfer the Protected Property subject to this Conservation Easement. The Landowners' reserved rights include the right to hunt, fish and trap and to conduct prairie management activities to the extent permitted by the Easement. The Landowners may not exercise this or any other reserved right in a manner that would significantly impair or interfere with the Conservation Values of the Protected Property.

5. LANDOWNER COVENANTS AND RESTRICTIONS

5.1 Vegetation Management. Any management of the Protected Property carried out by the Landowner must be approved by the Commissioner. Prior to conducting any management, the Landowner must submit a written Prairie Stewardship Plan for the Protected Property to the Commissioner, and the Commissioner must review and approve such a Plan in writing. The Landowner will not destroy, cut, trim, mow, plant, or remove trees, shrubs, bushes or plants, allow livestock to graze the prairie, or apply pesticides unless a Prairie Stewardship Plan has been approved by the Commissioner. However, the Landowner will remain responsible for noxious weed control, will control noxious weeds whether or not a Prairie Stewardship Plan has been submitted or approved, and will perform such control in a way that minimizes damage to the Conservation Values of the Protected Property. The Landowner is responsible for assuring that her actions will not introduce or spread invasive species. The Commissioner may also approve a single management activity in writing without a Prairie Stewardship Plan existing for the protected property.

5.2 Land Use. Any activity on or use of the Protected Property that is inconsistent with the Conservation Values of this Easement is prohibited unless authorized in writing by the Commissioner. The Landowner agrees that there shall be:

- 5.2.1. No use made of the premises expressed or implied in violation of the protective covenants contained herein.
- 5.2.2. No topographic changes or alteration of the natural landscape within or upon the Protected Property by excavation, cultivation, drainage, filling, or any other means without a written authorization from the Commissioner. No mining or exploration for minerals is permitted.
- 5.2.3. No dumping of ashes, trash, junk, rubbish, sawdust, garbage, or offal upon the Protected Property.
- 5.2.4. No use of the area by motorized vehicles except as needed by the Landowner for hunting or property management purposes, or as authorized in writing by the Commissioner. Any such use will be confined to established field roads wherever possible, and done in a manner that minimizes damage to the vegetation and soil in the area. Motorized vehicles will not be used when and where rutting is likely due to moist or wet soil conditions, or in areas where gullying or other soil erosion is likely to result from this use.
- 5.2.5. No drawing of water from the Protected Property as a source for irrigation.
- 5.2.6. No camping or fires permitted except that prescribed fires for prairie management purposes may be used with written authorization from the Commissioner.
- 5.2.7. No residential, commercial or industrial use of the Protected Property, and no agricultural use of the Protected Property except for those uses expressly permitted by Section 5.1 of the Easement.

5.3 Structures. No structures or improvements, equipment or other items, whether permanent or temporary, can hereafter be constructed or placed on the Protected Property without written authorization from the Commissioner other than:

- 5.3.1. Current Structures. No structures exist on the Protected Property.
- 5.3.2. Fences. Currently there are some fences throughout the property. These fences are further described in the Baseline Property Report. Currently existing fences may be maintained, improved or replaced. Fences may be removed or additional fences may be installed if authorized in writing by the Commissioner.
- 5.3.3. Temporary Hunting Stands. The Landowner reserves the right to have 6 temporary hunting stands, either portable or pre-constructed, for the purpose of hunting wild animals during the fall hunting season. These stands may be placed on the Protected Property no earlier than September 1 preceding the hunting season and must be removed no later than March 1 following it. Movement, setup, use, and removal of the stands will be done in a manner which does not

damage the Conservation Values of the Easement. Occupation and use of the stands must not restrict prairie management activities on the Protected Property and the Commissioner shall not be responsible for damages to stands resulting from prairie management activities as described in Section 6.3.

5.4 Subdivision. The Protected Property may be subdivided into no more than two parcels all subject to the terms of this easement.

5.5 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.

6. AFFIRMATIVE RIGHTS OF THE COMMISSIONER

6.1 Public Access. The Commissioner is granted an easement for public access to the Protected Property on foot only for nature observation, education and research. However, this granting of public access does not give the public permission to hunt on the Protected Property without the Landowner's permission. Visitors to the protected property must notify the Landowner prior to entering the property. No public access is allowed during the fall firearm seasons for small game or big game hunting without written permission from the Landowner.

6.2 Posting. The Commissioner has the right to designate and post the Protected Property as a Native Prairie Bank Easement and as a State Scientific and Natural Area consistent with the conditions contained in the Easement. Rights held by the Landowner under the terms and conditions of this easement are not altered by posting the Protected Property as a Scientific and Natural Area.

6.3 Right to Enter. The Commissioner has the right to enter the Protected Property in a reasonable manner and at reasonable times. The Commissioner will give prior notice to the Landowners of all such entries and shall not unreasonably interfere with the Landowner's use of the Protected Property, except in emergency cases of suspected intended violations.

6.3.1 Right to Manage Prairie. The Commissioner has the right to enter the Protected Property to undertake prairie management activities including but not limited to: prescribed burning, periodic mowing, cutting, removing or destroying of trees, shrubs and fencing (other than fences permitted by Section 5.3) in order to maintain and restore the Conservation Values protected by the Easement.

6.3.2 Right to Harvest. The Commissioner has the right to enter the Protected Property to harvest seed to use for conservation purposes. If the landowner retains seed harvest rights but chooses not to harvest seed the Commissioner can harvest seed for conservation purposes under a Seed Harvest Plan.

6.3.3 Right to Monitor and Inspect. The Commissioner has the right to enter the Protected Property for inspection and monitoring purposes to determine compliance with the terms of this Easement and for enforcement of this Easement.

6.4 Right of Enforcement. The Commissioner has the right to enforce by proceedings, at law or in equity, the covenants contained in this Easement, including, but not limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Easement.

6.4.1 Notice. If the Commissioner becomes aware of an event or circumstance of non-compliance with the terms and conditions set forth in this Easement, the Commissioner will give written notice to the Landowner or her successor, at the address set forth below, of such event or

circumstance of non-compliance. Failure by the Landowner to take corrective action as may be requested by the Commissioner within thirty (30) days after receipt of notice, shall entitle Commissioner to bring an action as authorized above.

- 6.4.2 Remedies. Remedies available to the Commissioner in enforcing this easement include the restoration of the Protected Property to its prior or more natural condition; to enjoin such non-compliance by temporary or permanent injunction; and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Commissioner, in his discretion, to corrective action on the Protected Property, if necessary.
- 6.4.3 Cost of Enforcement. If a court of competent jurisdiction determines that the Landowner has failed to comply with this Easement, Landowners must reimburse the Commissioner for any reasonable costs of enforcement, including costs of restoration, court costs, and reasonable attorney's fees, in addition to any other payments ordered by such court.
- 6.4.4 Discretionary Enforcement. The failure of the Commissioner to enforce any provision of this Easement will not result in a waiver of the subsequent violation of that provision or any other provision of the Easement.
- 6.4.5 Acts Beyond Landowner's Control. The Commissioner may not bring any action against the Landowner for any change to the Protected Property resulting from causes beyond the Landowner's control, such as caused by flood, storm, natural deterioration or global warming or actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.

7. GENERAL PROVISIONS

7.1 Reimbursement of Minnesota Environment and Natural Resources Trust Fund Funds. The purchase of this easement was reimbursed through the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR). This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the LCCMR or its successor. If the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.

7.2 Easement Conveyance. No conveyance of any other easement for any purpose, including but not limited to road or utility, upon or within the Protected Property without a written authorization from the Commissioner.

7.3 Liability. Each party will be responsible for its own acts. The Landowner's responsibility for injury to persons using the premises or damage to their property is deemed limited by Minnesota Statutes, §§ 604A.20 to 604A.27. The Commissioner's liability is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statute Section 3.736, successor statutes, and other applicable law.

7.4 Taxes. The Landowner agrees to pay all taxes or assessments that may be levied against the premises.

7.5 Sale or Transfer of Protected Property. The Landowners shall notify the Commissioner in writing at least 30 days prior to the sale or transfer of the Protected Property in order to update ownership records at the Department of Natural Resources.

7.6 Amendments. This Conservation Easement may be amended by written agreement of the parties hereto, provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement under any applicable laws. Any amendment (i) shall be consistent with the Purposes of this Conservation Easement, (ii) shall either enhance or shall not impair any significant Conservation Value of the Protected

Property, and, (iii) so long as the State of Minnesota holds the rights of Grantee hereunder, shall be in compliance with the State of Minnesota's policies and procedures. The Commissioner may, in the Commissioner's sole discretion, withhold its agreement to an amendment of this Conservation Easement. Any amendment shall be in writing, shall refer to this Conservation Easement by reference to its recording data, shall be signed by Landowner and the Commissioner, shall include the written consent of others as required by law or contract, and shall be recorded in the land records of the county in which the Protected Property is located.

7.7 Property Right. The Landowners agree that the conveyance of the perpetual Easement gives rise to a property right, immediately vested in the Commissioner, with the fair market value that is at least equal to the proportionate value that the Easement, at the time of the conveyance, bears to the value of Protected Property as a whole at that time. The proportionate value of the Grantee's property rights will remain constant.

7.8 Termination. This Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction or by written agreement executed by both parties, their successors or assigns. If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes it impossible or impractical for the continued use of the Protected Property for conservation purposes described in this Easement, and if the restrictions of this Easement are extinguished, in whole or in part, by judicial proceedings, upon the sale, exchange or involuntary conversion of the Protected Property, the Commissioner will be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement cited in the preceding provision.

Margaret A. Schueler
MARGARET A. SCHUELER

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 21st day of June, 2010, by MARGARET A. SCHUELER, a single person, Grantor.



Martha H. Vicky
Notary Public
My commission expires: 1/31/2015

Sharon K. Woxland

SHARON K. WOXLAND, as Trustee of the
Elmer R. Schueler Family Trust

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 21st day of June, 2010, by
SHARON K. WOXLAND, as Trustee of the Elmer R. Schueler Family Trust, under will dated June 9, 1999,
Grantor.



Martha Vickery

Notary Public

My commission expires: 01/31/2015

ACCEPTANCE BY GRANTEE

The foregoing Conservation Easement is hereby duly accepted by the State of Minnesota, Department of Natural Resources on this 21st day of June, 2010.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

Kathy A. Lewis
KATHY A. LEWIS, Assistant Director
Division of Lands and Minerals

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 21st day of June, 2010,
By KATHY A. LEWIS, Assistant Director of the Division of Lands and Minerals, Department of Natural Resources, on behalf of the State of Minnesota.



Martha L. Vickery
Notary Public

This instrument was drafted by:
JILL SCHLICK NGUYEN
Assistant Attorney General
445 Minnesota Street, #900
St. Paul, MN 55101-2127

Exhibit A
("Protected Property")

That part of the Northeast Quarter of the Northeast Quarter of Section 4, Township 104 North, Range 8 West, Fillmore County, Minnesota, described as follows:

Beginning at the northwest corner of said Northeast Quarter of the Northeast Quarter; thence on an assumed bearing of East, along the north line of said Northeast Quarter of the Northeast Quarter 1060 feet; thence South 595 feet; thence West 145 feet to Point 'A'; thence continuing West 400 feet; thence North 40 degrees West 785 feet, to the point of beginning.

Also, unto the grantee, its successors and assigns, a perpetual easement for ingress and egress over and across the Northeast Quarter of the Northeast Quarter of Section 4, Township 104 North, Range 8 West, Fillmore County, Minnesota. Said easement being a strip of land 33.00 feet in width, lying 16.50 feet on each side of the following described centerline:

Beginning at the above described Point 'A'; thence South 67 degrees East 125 feet;
thence South 89 degrees East 270 feet, more or less, to the east line of said Northeast
Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate on the above described property and the east line of said Northeast Quarter of the Northeast Quarter.

AND

The part of the Northeast Quarter of the Northwest Quarter and that part of the Northwest Quarter of the Northwest Quarter of Section 3, Township 104 North, Range 8 West, Fillmore County Minnesota, described as follows:

Beginning at the northwest corner of said Northeast Quarter of the Northwest Quarter; thence on an assumed bearing of East, along the north line of said Northeast Quarter of the Northwest Quarter 325 feet; thence South 495 feet; thence East 100 feet to Point 'B'; thence continuing East 190 feet; thence South 225 feet; thence East 510 feet to Point 'C'; thence continuing East 200 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence south 430 feet along said east line; thence West 1690 feet; thence North 1150 feet to the north line of said Northwest Quarter of the Northwest Quarter; thence East 360 feet along said north line to the point of beginning.

Also, unto the grantee, its successors and assigns, a perpetual easement for ingress and egress over and across the Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter and the West 30 acres of the Northeast Quarter of the Northeast Quarter of Section 3, Township 104 North, Range 8 West, Fillmore County, Minnesota. Said easement being a strip of land 33.00 feet in width, lying 16.50 feet on each side of the following described centerline:

Beginning at the above described Point 'B'; thence North 475 feet to a line 16.50 feet southerly of, as measured at right angles to, the north line of said Northeast Quarter of the Northwest Quarter; thence East 2755 feet parallel with and 16.50 feet south of the north lines of said Northeast Quarter of the Northwest Quarter, said Northwest Quarter of the Northeast Quarter and said Northeast Quarter of the Northeast Quarter; thence South 23 degrees East 215 feet; thence South 01 degree West 240 feet; thence

South 39 degrees West 220 feet; thence South 77 degrees West 480 feet; thence South 09 degrees West 360 feet; thence South 43 degrees West 220 feet; thence South 70 degrees West 420 feet, more or less, to the centerline of County State Aid Highway Number 27 and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate on the above described property.

Also, unto the grantee, its successors and assigns, a perpetual easement for ingress and egress over and across the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 3, Township 104 North, Range 8 West, Fillmore County, Minnesota. Said easement being a strip of land 33.00 feet in width, lying 16.50 feet on each side of the following described centerline:

Beginning at the above described Point 'C'; thence North 02 degrees West 355 feet; thence North 51 degrees East 285 feet to the east line of said Northeast Quarter of the Northwest Quarter; thence north along said east line 170 feet to a line 16.50 feet southerly of, as measured at right angles to, the north line of said Northeast Quarter of the Northwest Quarter and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate on the above described property and a line 16.50 feet southerly of, as measured at right angles to, the north line of said Northeast Quarter of the Northwest Quarter and a line 16.50 feet southerly of, as measured at right angles to, the north line of said Northwest Quarter of the Northeast Quarter.

AND

A perpetual easement for ingress and egress over and across the East Half of the Southwest Quarter of Section 33, Township 105 North, Range 8 West, Winona County, Minnesota. Said easement being a strip of land 33.00 feet in width, lying 16.50 feet on each side of the following described centerline:

Commencing at the southeast corner of said East Half of the Southwest Quarter; thence on an assumed bearing of West, along the south of said East Half of the Southwest Quarter 490 feet to the POINT OF BEGINNING; thence North 420 feet; thence North 37 degrees West 250 feet; thence South 63 degrees West 135 feet; thence North 20 degrees East 185 feet; thence North 37 degrees East 655 feet; thence North 33 degrees East 470 feet, more or less, to the centerline of County State Aid Highway Number 25 and there terminating.

The side lines of said easement are to be shortened or prolonged to terminate on the south line of said East Half of the Southwest Quarter.

This easement is given for the benefit of access to the Northeast Quarter of the Northeast Quarter of Section 4, Township 104 North, Range 8 West, Fillmore County, Minnesota.

EASEMENT

THIS INDENTURE, made this 5 day of June, 1992, between ELMER R. SCHUELER AND MARGARET SCHUELER, husband and wife, grantors, and STATE OF MINNESOTA, a sovereign body, grantee,

WITNESSETH, that the grantors, in consideration of the sum of NINETY-FOUR THOUSAND AND NO/100 (\$94,000.00) DOLLARS to them in hand paid by the grantee, the receipt whereof is hereby acknowledged, do hereby Convey and Warrant unto the grantee, its successors and assigns, a perpetual easement in land lying and being in the Counties of Fillmore and Winona and State of Minnesota, described as follows, to wit:

WINONA COUNTY**TRACT I**

A strip of land lying in:

The Northwest Quarter (NW 1/4) and the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section Thirty-three (33), Township One Hundred Five (105) North, Range Eight (8) West.

Said strip of land being 264 feet in width lying 132 feet on each side of the center line of Rush creek.

TRACT II

A strip of land lying in:

The Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Thirty-three (3), Township One Hundred Five (105) North, Range Eight (8) West.

Said strip of land being 132 feet in width lying 66 feet on each side of the center line of the tributary flowing into said Rush Creek from the north.

FILLMORE COUNTY**TRACT III**

A strip of land lying in:

The Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section Four (4); the South Half of the Northwest Quarter (S 1/2 NW 1/4), the North Half of the Northeast Quarter of the Southwest Quarter (N 1/2 NE 1/4 SW 1/4), the Southwest Quarter of the Northeast Quarter (SW 1/4 NE 1/4) and the East Half of the Southeast Quarter of the Northeast Quarter (E 1/2 SE 1/4 NE 1/4) of Section Three (3), Township One Hundred Four (104) North, Range Eight (8) West.

Said strip of land being 264 feet in width lying 132 feet on each side of the center line of Rush Creek.

TRACT IV

A strip of land lying in:

That part of the North Half of the Northeast Quarter (N 1/2 NE 1/4) which lies East of Rush Creek of Section Four (4) and that part of the East Half of the Southeast Quarter (E 1/2 SE 1/4) of Section Three (3), Township One Hundred Four (104) North, Range Eight (8) West, described as follows:

Commencing at the southeast corner of said Section 3; thence North along the east line of said Section 3 to the northeast corner of the Southeast Quarter of said Section 3; thence West along the quarter line of said Section 3 to the center of Rush Creek; thence southerly along the center of Rush Creek to a point 80 rods North of the south line of said Section 3; thence East to a point 540 feet West of the east line of said Section 3; thence South 80 rods to the south line of said Section 3; thence East 540 feet to the place of beginning; EXCEPTING THEREFROM all that part of the East 540 feet of the Southeast Quarter of Section 3, Township 104, Range 8, lying South of the center of the small creek bed.

Said strip of land being 132 feet in width lying to the left looking downstream and adjacent to the center line of Rush Creek.

TRACT V

A strip of land lying in:

The West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section Three (3), Township One Hundred Four (104) North, Range Eight (8) West.

Said strip of land being 132 feet in width lying 66 feet on each side of the center line of the tributary flowing into said Rush Creek from the North.

TRACT VI

A strip of land lying in:

That part of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) lying northwesterly of Trunk Highway No. 43 of Section Two (2), Township One Hundred Four (104) North, Range Eight (8) West.

Said strip of land being 132 feet in width lying 66 feet on each side of the center line of the tributary flow in a westerly direction through said Northeast Quarter of the Southwest Quarter.

TRACT VII

A strip of land lying in:

The West Half of the Southwest Quarter (W 1/2 SW 1/4) EXCEPT that part which lies South of the creek bed of Section Two (2) and that part of the East Half of the Southeast Quarter (E 1/2 SE 1/4) of Section Three (3), Township One Hundred Four (104) North, Range Eight (8) West, described as follows:

Commencing at the southeast corner of said Section 3; thence North along the east line of said Section 3 to the northeast corner of the Southeast Quarter of said Section 3; thence West along the quarter line of said Section 3 to the center of Rush Creek; thence southerly along the center of Rush Creek to

a point 80 rods North of the south line of said Section 3; thence East to a point 540 feet West of the east line of said Section 3; thence South 80 rods to the south line of said Section 3; thence East 540 feet to the place of beginning, EXCEPTING THEREFROM all that part of the East 540 feet of the Southeast Quarter of Section 3, Township 104, Range 8, lying South of the center of the small creek bed.

Said strip of land being 132 feet in width lying to the right looking downstream and adjacent to the center line of the tributary flowing into said Rush Creek from the East.

THE PURPOSE AND INTENT OF THIS EASEMENT IS TO:

1. Permit the development of fish habitat in the above described area, including tree planting, fencing, erosion control, installation of instream structures, posting of signs and other improvements as are deemed necessary.
2. Permit angling by the public in the above described area.

ALSO, unto the grantee, its successors and assigns, ingress and egress to and from said stream and its tributaries over and across those parts of the Northwest Quarter of the Northwest Quarter of Section 33, Township 105 North, Range 8 West, from Winona County Road 25 to the easement corridor and through the Northwest Quarter of the Northeast Quarter of Section 4, township 104 North, Range 8 West, from Fillmore County Road 27 to the easement corridor on both the north and south sides of the road. ALSO, from Fillmore County 27 in the Northwest Quarter of the Southwest quarter of Section 2, Township 104 North, Range 8 West, to the easement corridor along Rush Creek and its tributaries. by employees of the grantee for fish management purposes, compatible with current use. Established access routes shall be used whenever feasible. In the event that there are no established routes or, if such established routes are impossible to use, the grantee shall advise and inform the grantors of any proposed route.

FURTHER COVENANTING, THE GRANTORS, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS:

A. Shall not place or erect any structure or building in the easement area without prior written approval of the grantee.

B. Agree to cooperate in the maintenance and enhancement of fishing in the above described area by doing no excavating, filling, dumping, tree cutting, burning or changing of the stream course, without prior written approval of the grantee. A change in the stream course also requires a special permit issued by the Division of Waters of the Department of Natural Resources.

C. Agree that existing tillage be set back 45 feet from the center line of the stream and no new tillage be initiated within the easement corridor.

THE GRANTORS RESERVE TO THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS:

The right to use the land in the above-described tract, including the right of angling in said stream, the right to cross said stream and the right to use the water in said stream for domestic purposes, including watering cattle and other stock, consistent with the rights and privileges granted in this easement.

TO HAVE AND TO HOLD THE SAME, to the State, its successors and assigns, forever.

IN TESTIMONY WHEREOF, the grantors have hereunto set their hands the day and year first above written.

Elmer R. Schueler
ELMER R. SCHUELER

Margaret Schueler
MARGARET SCHUELER

EXEMPT FROM STATE DEED TAX
Laws 1971, Chapter 835.

STATE OF MINNESOTA
COUNTY OF Houston } ss.

The foregoing instrument was acknowledged before me this
5th day of June, 1992, by ELMER R. SCHUELER AND
MARGARET SCHUELER, husband and wife, grantors.

Nancy Ristad
Notary Public

This instrument was drafted by
BRUCE A. SPECKTOR
Special Assistant Attorney General
Suite 200
520 Lafayette Road
St. Paul, Minnesota 55155



269125

Office of County Recorder
County of Fillmore, Minn.

I hereby certify that the within instrument
was filed in this office for record on the

11 day of June A.D. 1992
at 2:50 o'clock P. M. and was duly
recorded in book 182 of mtgs on
page 1616.

OK Gressell
County Recorder

By _____ Deputy

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