

**AMENDED CONSERVATION EASEMENT  
THE FIELDS OF ST. CROIX**

THIS AMENDED CONSERVATION EASEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by, among and between Robert Engstrom Companies, a Minnesota corporation, whose address is 4801 W. 81<sup>st</sup> Street, Suite 101, Bloomington, MN, 55437 (“Owner 1”); The Fields of St. Croix Community Association (“Owner 2”) (Owner 1 and Owner 2 collectively referred to as “Owner” or “Owners”); the Minnesota Land Trust, a Minnesota nonprofit corporation having its principal office in Minneapolis, Minnesota (the “Trust”); and the City of Lake Elmo, a Minnesota statutory city (the “City”).

WITNESSETH:

- A. This Amended Conservation Easement Agreement is executed for the purpose of amending that certain Conservation Easement (the “Conservation Easement”) recorded with the Washington County Recorder’s office as Document Number 992829.
- B. Owner 1 is currently the sole owner in fee simple of certain real property legally described as Outlots A and E, The Fields of St. Croix (“Property 1”).
- C. Owner 2 is currently the sole owner in fee simple of certain real property legally described as Outlots D, G and H, The Fields of St. Croix (Property 2”).
- D. Property 1 and Property 2 consist of approximately 81.59 acres of land, together with buildings and other improvements located in Washington County, Minnesota (“Protected Land”).
- E. Owners intend to convey to the Trust the right to preserve and protect the natural, scenic and agricultural qualities, and the forested and open space character (the “Conservation Values”) of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of the Conservation Easement.
- F. The grant of this Amended Conservation Easement will serve the policies of the State of Minnesota, which encourage the protection of Minnesota’s natural resources and encourage the use and improvement of the agricultural land for the long term production of food, as set forth, in part, in Minnesota Statutes Section 40A.04 (State Agricultural Land Preservation), and in Section 84C.01-02 (Conservation Easements), as well as the policies of the City as set forth in its Open Space Preservation District Ordinance (81-37).
- G. The Trust is a publicly supported, nonprofit corporation which seeks to protect the natural, scenic, agricultural, forested, and open space conditions of land in Minnesota. In addition, the Trust is qualified as a conservation organization under Sections 501 (c) (3) and 170(h) of the Internal Revenue Code. The Trust has agreed to assume the obligation of protecting the natural and scenic qualities of the Protected Land in perpetuity according to the terms of the Conservation Easement.

NOW, THEREFORE, in consideration of their mutual covenants and pursuant to the provisions relating to conservation easements set forth in Minnesota Statutes Sections 84C.011.05, the parties hereto agree that the Conservation Easement shall be amended in the following manner:

Paragraph 5, Construction, shall be amended to read as follows:

5. Construction.

Owners shall not construct or install additional buildings or improvements of any kind including, without limitation, fences, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owners may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owners have obtained the prior written approval of the Trust. Owners may maintain, renovate, expand, or replace existing agricultural and related buildings or improvements in substantially their present location. Any expansion or replacement of an existing building or improvement shall not substantially alter its character or function, and shall not exceed its current square footage by more than twenty-five percent, without the prior written approval of the Trust. Owners may construct temporary agricultural buildings (building or structure constructed of short-lived materials or permitted to be used for a period not exceeding 12 months) on Outlots A, E and/or G as needed to conduct agricultural activities as provided in Paragraph 7, only upon the prior written consent of all of the parties to this Agreement.

Paragraph 7, Agricultural Use, shall be amended to read as follows:

7. Agricultural Use.

Owners may conduct agricultural operations in areas currently being used for agricultural operations on the Protected Land. For purposes of this paragraph, the term "Agricultural Operations" shall mean raising livestock, growing crops to feed such livestock, and growing crops for in the agricultural or retail marketplace. The use of any portion of the Protected Property for livestock purposes shall be allowed only in the event that all parties to this Amended Conservation agreement consent in writing to such use for livestock purposes.

Paragraph 26, Notices shall be amended to read as follows:

26. Notices.

Any notice or other communication that any party wishes to or must give to the others shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:

OWNER:  
Robert Engstrom Companies  
4801 W. 81st Street, #101

TRUST:  
Minnesota Land Trust  
2356 University Ave W., #240

Bloomington, MN 55437

St. Paul, MN  
ATTN: Land Projects Committee

ASSOCIATION:  
The Fields of St. Croix Community Association  
P.O. Box 56  
Lake Elmo, MN 55042

CITY  
The City of Lake Elmo

\_\_\_\_\_  
\_\_\_\_\_

Effective Date. The above-referenced amendments shall take place as of [date]. All other terms of the Conservation Easement shall remain in effect.

Binding Effect. The covenants, terms, conditions, and restrictions of this Amended Conservation Easement shall bind and inure to the benefit of the parties, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Land. The parties hereto confirm and ratify the validity and enforceability of the Conservation Easement, as modified herein.

[Signature pages follow]

Drafted by:  
Netzell Legal Services, PLLC  
7900 International Dr., #300  
Bloomington, MN 55425



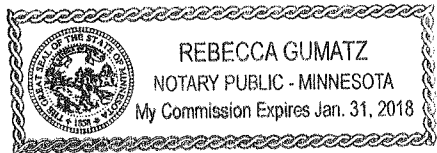
ASSOCIATION:  
The Fields of St. Croix Community Association

John W. Hodler  
Its President, FSC Board?

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2014, by John W. Hodler, the President of The Fields of St. Croix Community Association, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

Rebecca Gumatz  
Notary Public



TRUST:  
Minnesota Land Trust

\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_, the \_\_\_\_\_ of Minnesota Land Trust, a Minnesota non-  
profit corporation, on behalf of the non-profit corporation.

\_\_\_\_\_  
Notary Public

CITY  
The City of Lake Elmo

Its \_\_\_\_\_

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Lake Elmo, a Minnesota statutory city, on behalf of the statutory city.

\_\_\_\_\_  
Notary Public