## AGRICULTURAL PRESERVE RESTRICTIVE COVENANT APPLICATION AND AGREEMENT

THIS AGREEMENT, applied for and executed this	day of	, 20, by and between		
		, Record Fee Owner(s);		
		(Address)		
	Contr	ract for Deed Vendor(s) (Sellers), if any;		
	(Address)			
	Contr	ract for Deed Vendee(s) (Buyers), if any;		
		(Address)		
hereinafter collectively referred to as Landowner(s); AND the County	/ of	, State of Minnesota.		
(NOTE Above named Landowner(s) must be identified as husband a Trustee of a Trust (describe), a Guardian or Administrator of an homestead spouse must join whether or not his/her name is on re then a statement must be placed at end of legal description that it is WITNESSETH:	Estate (describe) whate cord if property is non-l	ver the case might be if property is		
Whereas, the Landowner(s) above named is the owner(s) of State of Minnesota, legally described as:	the tract of land (the La	nd) in the County of,		
(IF REGISTERED PROPERTY Use verbatim description from C PROPERTY Use description from abstract or deed. Use an addi parcel identification number and circle whether or not your proper	tional sheet if extra space	1 5		
Legal Description:				

Total Number of Acres \_\_\_\_\_

Registered or Abstract (Circle One)

Parcel identification number \_\_\_\_\_

(Circle One) Homestead or Non-Homestead

(Circle One)

WHEREAS, the Landowner(s) desires to receive the benefits of participation in the State of Minnesota Agricultural Land Preservation Program established by Minn. Stat. Chapter 40A.

WHEREAS, the Land described herein has been designated for exclusive long-term agricultural use pursuant to the plan and official controls of \_\_\_\_\_\_\_ adopted under Minn. Stat. Chapter 4OA; a copy of the affidavit evidencing that the Land has been designated for exclusive long-term agricultural use is attached hereto and incorporated herein by reference as Attachment A;

WHEREAS, Minn. Stat. Section 40A.10, requires that the applicant(s) complete and file a restrictive covenant which "will be binding on the owner or the owner's successor or assignee, and will run with the land" as part of the application.

NOW, THEREFORE, in consideration of receipt of the benefits of participation in the State of Minnesota Agricultural Land Preservation Program, the Landowner(s) on their behalf and on behalf of the Landowner(s) successors and assignees, agrees and covenants as follows:

1. The Land herein described shall be kept in agricultural use. Agricultural use as defined by Minn. Stat. Section 40A.02, means the production of livestock, dairy animals, dairy products, poultry or poultry products, fur-bearing animals, horticultural or nursery stock, fruit, vegetables, forage, grains, timber trees, or bees and apiary products. "Agricultural use" also includes wetlands, pasture, forest land, wildlife land, and other uses that depend on the inherent productivity of the land.

2. The Land herein described shall be used in accordance with the provisions of Minn. Stat. Chapter 40A which exist on the date of this covenant.

3. The Restrictive Covenant shall be binding on the Landowner(s), or the Landowner(s) successors and assignees, and shall run with the land.

- 4. **Duration**. This Restrictive Covenant shall be in force and effect in accordance with Minn. Stat. Chapter 40A:
  - a. until expiration initiated pursuant to Minn. Stat. Section 40A.11 becomes final;
  - b. until the agricultural preserve is terminated by executive order of the Governor pursuant to Minn. Stat. Section 40A.11; or
  - c. until the land is acquired by eminent domain.
- 5. Enforcement: This Agreement and Restrictive Covenant may be enforced by the County of\_

or the State of Minnesota, or by an interested person, in the courts of the State of Minnesota.

IN WITNESS HEREOF, the parties to this agreement have caused this instrument to be executed on the day and year first above written. (Please sign in the presence of a notary public with identical name as on page 1. If additional signatures are required, please attach additional copies of this page.)

Witnessed Signature of Record Fee Owner(s):

State of	) ) SS			
County of	)			
The fore	going instrument was acknowledged before me this	day of	, 20	, by
(Print or type exact no	ume(s) with marital status or identity as on page 1.)			
		Signature of Notary Public Commission Expires		
Witnessed Signat	ure of Contract for Deed Vendor(s) (Sellers), if any:			
State of	)			
County of	) SS )			
The fore	going instrument was acknowledged before me this	day of	, 20	, by
(Print or type exact no	ame(s) with marital status or identity as on page 1.)			
		Signature of Notary Public Commission Expires		
Witnessed Signat	ure of Contract for Deed Vendee(s) (Buyers) if any:			
State of	) ) SS			
County of	)			
The fore	going instrument was acknowledged before me this	day of	, 20	, by
(Print or type exact no	ame(s) with marital status or identity as on page 1.)			
		Signature of Notary Public Commission Expires		

## Witnessed Signature and Title of Public Officer:

			of	County, Minnesota.
(Signature and Title	or Position of County Of	ficial)		
State of	) ) SS			
County of	)			
The foregoi	ng instrument was ackno	wledged before me this	day of	, 20,
by	,		of the	
(Prin	int name)	(Title)		(Public Authority)
			Signature of Notary Pi	ıblic

Commission Expires \_

In accordance with the Americans with Disabilities Act, this information is available in alternative forms of communication upon request by calling 651-201-6000. TTY users can call the Minnesota Relay Service at 711. The MDA is an equal opportunity employer and provider.