**QUIT CLAIM DEED**

# CORPORATION TO CORPORATION

No delinquent taxes and transfer

entered; Certificate of real estate

value ( ) filed ( ) not required;

Certificate of real estate value

number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

County Auditor

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy

STATE DEED TAX DUE: $\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR VALUABLE CONSIDERATION, Oronoco Township, a political subdivision of the State of Minnesota, Grantor, hereby conveys and quitclaims to Lake Zumbro Forever, Inc., Grantee, a nonprofit corporation under the laws of Minnesota, real property in Olmstead County, Minnesota described as follows:

That part of Lot 10, Block 10, Norton and Armstrong Addition, Olmsted County, Minnesota, described as follows:

Commencing at the northwest comer of said Lot 10; thence S25°00’00”E, assumed

Bearing, along the west line of said Lot 10, a distance of 37.33 feet for a point of beginning; thence S35°00’OO”E, 117.22 feet to the southeast line of said Lot 10; thence S42°05’54”W, along said lot line, 22.10 feet to the southwest comer of said Lot 10; thence N25°00’OO”W, along the west line of said Lot 10, a distance of 124.04 feet to the point of beginning.

And, Lot 11, Block 10, Norton and Armstrong Subdivision, Olmsted County, Minnesota, less the following:

Beginning at the northeast comer of said Lot 11, thence S25°00’00”E, assumed bearing, along the east line of said Lot 11, a distance of 37.33 feet; thence N35°00’00”W, a distance of 35.97 feet to a point on the northwest line of said Lot 11; thence northeasterly along said lot line, 6.53 feet along a curve, concave to the northwest, central angle of 04°40’44”, radius of 80.00 feet, and chord of said curve bears N48°00’56”E, 6.53 feet to the point of beginning.

And, Lot 12, Block 10, Norton and Armstrong Subdivision, Olmsted County, Minnesota together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Subject to any and all restrictions, reservations, conditions, covenants, rights-of-way, and easements of record.

Together with all hereditaments and appurtenances belonging thereto.

Seller certifies this transaction totals less than $500.

Seller certifies that there has been no change in the status of wells on the property since the last well disclosure was filed.

This Deed is subject to the restrictions set forth in the attached Exhibit A, Flood Mitigation Assistance Deed Restriction.

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

Ken Mergen, Chairperson

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

Jody Schroeder, Clerk

STATE OF MINNESOTA )

) ss.

COUNTY OF OLMSTED )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024, by Ken Mergen and Jody Schroeder, respectively the Chairperson and Clerk of Oronoco Township, on behalf of and pursuant to the authority of the Town Board.

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY: Tax Statements for the real

Couri & Ruppe, PLLP property described in this

P.O. Box 369 instrument should be sent to:

705 Central Avenue East Lake Zumbro Forever, Inc.

St. Michael, MN 55376 56131 403rd Avenue

Phone: (763) 497-1930 Zumbro Falls, MN 55991

**EXHIBIT A**

**FLOOD MITIGATION DEED RESTRICTION**

In reference to the property or properties (“Property”) conveyed by the attached Deed between Oronoco Township, Olmsted County, a political subdivision of the State of Minnesota, participating in the state-assisted acquisition project (“the Grantor”) and Lake Zumbro Forever, Inc., a Minnesota nonprofit corporation, its successors and assigns (“the Grantee”):

WHEREAS, the DNR-State Grant Agreement, and the State-Local Agreement require that the Grantee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values.

NOW, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of any applicable DNR-State Grant Agreement, and the State-Local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed:

a. Compatible uses. The Property shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pe1meable parking lots and other uses consistent with FEMA Flood Mitigation Grant Guidance for open space acquisition.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to the open space use;

ii. A public rest room; or

iii. A structure that is compatible with the uses described in Paragraph l(a), above, and approved by the DNR Area Hydrologist in writing prior to the commencement of the construction of the structure.

No structures may be erected in a floodway.

Any structures built on the Property according to this paragraph shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

c. Disaster Assistance. No future disaster assistance from any state or federal government source for any purpose related to the Property may be sought, nor will such assistance be provided;

d . Transfer. The Grantee may only convey an interest in the Property to a public entity or to another organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder.

If title to the Property is transferred to a public entity that is not a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder’s responsibility to enforce the easement. This shall be accomplished by one of the following means:

i. The Grantee shall convey , in accordance with section. (d), above, a conservation easement to an entity other than the title holder, or

ii. At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

2. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

GRANTOR’S SIGNATURES

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

Ken Mergen, Chairperson

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

Jody Schroeder, Clerk

STATE OF MINNESOTA )

) ss.

COUNTY OF OLMSTED )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024, by Ken Mergen and Jody Schroeder, respectively the Chairperson and Clerk of Oronoco Township, on behalf of and pursuant to the authority of the Town Board.

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

Notary Public

GRANTEE’S SIGNATURE

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

Karl Schuller, President

STATE OF MINNESOTA )

) ss.

COUNTY OF OLMSTED )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 2024, by Karl Schuller, the President of Lake Zumbro Forever, on behalf of the corporation.

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Couri & Ruppe, PLLP

P.O. Box 369

705 Central Avenue East

St. Michael, MN 55376

Phone: (763) 497-1930