

RURAL PRESERVE COVENANT

Minnesota Statutes, Chapter 273.114

This covenant is made on _____ (date) by the person signing on page 2, who will be referred to as “the claimant” for the purpose of this covenant.

- This covenant is in accordance with Minnesota Statutes, section 273.114. It must be recorded in the office of the county recorder (or registrar for registered land) in each county where any of the land is located. The recording may be done in person or by mail. Contact your county recorder if you have any questions on the recording procedures.
- By signing this covenant, the claimant certifies that he/she has the consent of all owners of the property. All of the owners of the property are responsible for complying with the terms of this covenant, even if they do not sign the covenant. Owners include lien holders and others with an interest in the property.
- If you do not leave a 1 inch margin on this covenant, and on all attachments, you may be assessed an additional recording fee.
- This covenant pertains to all or part of the real property in _____ County, Minnesota, which is legally described on the attached “Exhibit A.” A map of the property is in the attachment marked “Exhibit B.” This property will be referred to as “the property” for the purpose of this covenant.
- Any person purchasing or acquiring an interest in the property during the time this covenant is in effect must also abide by the terms of the covenant.
- This covenant is not a contract; it is a condition of the Rural Preserve Property Tax Program. The conditions of Rural Preserve and of this covenant are requirements of current law that could change in the future. All references in this covenant to “sections” and “chapters” are to sections and chapters of the Minnesota Statutes as currently in effect and as amended or renumbered in the future.
- Under Rural Preserve law, this covenant shall run with the property for a period of at least eight years from the date listed above or for the period that the property is in the Rural Preserve program, whichever is longer, unless the claimant qualifies for an earlier termination.
- If the claimant applies to the Rural Preserve program but is not accepted into the program or if the property otherwise becomes no longer subject to the restrictions of the Rural Preserve program, the property will be released from the terms and restrictions of this covenant.
- After five years, the claimant may request to cancel the covenant. There are three full assessment years in between the year of request to terminate and the actual assessment year when the covenant is terminated. The covenant does not automatically cancel after eight years. The claimant must notify the assessor three years before the claimant desires the covenant to be terminated.

RESTRICTIONS

As the claimant, on behalf of all the owners and myself, I accept all of the following restrictions on the property. These restrictions shall run with the property and bind me, all other owners, our heirs, and any future owners as provided under the Rural Preserve law. The restrictions are a condition for entrance into the Rural Preserve program and are required in order to receive the benefits of the program. The restrictions are:

The property bound by this covenant is not and will not be developed in violation of the provisions of Rural Preserve.

This means that the property will be maintained as provided for in the conservation assessment plan that has been developed for the property as required by Rural Preserve law. The property is not and will not be:

- used for residential purposes;
- enrolled in the Minnesota Agricultural Property Tax Law (also known as Green Acres) under section 273.111;
- enrolled in the Private Outdoor Recreational, Open Space and Park Land Tax (commonly known as Open Space) under section 273.112;
- enrolled in the Metropolitan Agricultural Preserve Program under section 473H;
- enrolled in the Sustainable Forest Incentive Act under section 290C;
- improved with a structure, pavement, sewer, permanent campsite, or any roads (other than a township road) that are used for purposes not prescribed in the conservation assessment plan for the property; or
- classified as 2c Managed Forest Land under section 273.13.

SIGNATURES

By signing below I hereby accept the restrictions of this covenant.

Signature of Claimant

Print name of Claimant

Address of Claimant (street address, city, state, zip):

NOTARY

County: _____

State: _____

This covenant was acknowledged before me this ____ day of _____,
20____ by _____ (name of claimant).

Notary Stamp or Seal

Notary Public

Commission Expires: _____

This instrument was drafted by the Commissioner of Revenue, St. Paul, MN 55146

EXHIBIT A

Legal Description of Real Property and (if Torrens) the Certificate of Title Number

List each legal description for all lots, parcels, or tracts of land in this county for which you wish to place under this covenant. (If Torrens, also provide the certificate of title number.) If you need additional space, attach a separate sheet of paper.

EXHIBIT B

Map or Survey of the Property

Clearly indicate on this map all portions of the property described in Exhibit A that are restricted by this covenant. The map must clearly list which acres are being included in Rural Preserve and which acres are being excluded and should define or clearly label what the land is being used for. A minor ancillary structure used exclusively for management activities may be included. An example would be a shed or small building that only houses equipment used during management activities.