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OFFICE OF THE COUNTY RECORDER
WRIGHT COUNTY, MINNESOTA

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Larry A. Unger, County Recorder

EASEMENT AGREEMENT

THIS AGREEMENT made this 9th day of June, 2008, by **MERRILL J. BUSCH** and **MARY D. BUSCH**, husband and wife, the Grantors and the **CITY OF MONTICELLO**, a municipal corporation organized under the laws of the State of Minnesota, the Grantee, hereinafter referred to as "City".

The parties agree as follows:

1. In exchange for good and valuable consideration, the Grantors do hereby grant unto the City and its assigns a permanent easement for public street purposes legally described on the attached Exhibit "A" and depicted on the attached Exhibit "B."

2. The use of the easement by the City shall be limited to the construction, maintenance and public use of a gravel road surface no more than twelve (12) feet in width to serve only the currently existing adjacent property uses. The existing adjacent properties and their uses include the Jamison property, a single-family residence, and the Grantor's property, a private residence and bed and breakfast establishment.

Maintenance is defined as follows:

- The City shall provide snow removal operations in accordance with the City of Monticello's Snow Plowing Policy for the most recent season. The policy, in

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Return to:
City of Monticello
1505 Walnut St, Ste 1
Monticello, MN 55362

general, currently stipulates that snow removal operations shall begin when snow accumulation reaches 2-inches and that the street will be open to traffic within 12 hours after a snow storm subsides.

- The City shall grade the roadway as needed to maintain it in a drivable condition, as reasonably determined by the City, including after heavy rainfall events where erosion or washouts exist on the roadway.
 - The City shall trim trees that encroach within the easement where they interfere with City maintenance equipment.
 - The City will re-seed green areas that are disturbed by City maintenance equipment to a mowable condition.
 - The Grantors shall maintain the green area within the easement (i.e. mowing, watering).
3. The City will seed and/or sod disturbed areas caused by construction of the roadway.
 4. The roadway design will include preservation of trees and the lilac hedge to the best extent possible.
 5. The Grantors shall review and approve the construction plans for the roadway prior to the start of construction.
 6. The easement cannot be utilized for the installation of public sanitary sewer, watermain or other public utilities.
 7. The City will compensate the Grantor for all costs associated with obtaining the mortgage consent documents.
 8. The City shall complete construction of the road surface no later than June 30, 2008.
 9. The Grantors, for themselves, their heirs and assigns, do covenant with the City,

its successors and assigns, that they are well seized in fee title of the above described easement premises; that they have the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the easement premises.

This Agreement shall run with the land and may be recorded in the Wright County Recorder's Office.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written.

CITY OF MONTICELLO

By: Clint Herbst
Clint Herbst, Mayor

By: Jeff O'Neill
Jeff O'Neill, City Administrator

Merrill J. Busch
Merrill J. Busch

Mary D. Busch
Mary D. Busch

STATE OF MINNESOTA)
)ss.
COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 9th day of June, 2008, by Clint Herbst and by Jeff O'Neill, the Mayor and City Administrator of the City of Monticello, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Dawn M. Grossinger
Notary Public



STATE OF MINNESOTA)
) ss.
 COUNTY OF WRIGHT)

The foregoing instrument was acknowledged before me this 5th day of
June, 2008, by Merrill J. Busch and Mary D. Busch, husband and wife,
 Grantors.

Dawn M. Grossinger
 Notary Public

THIS INSTRUMENT DRAFTED BY:
 Campbell Knutson
 Professional Association
 Suite 317
 1380 Corporate Center Curve
 Eagan, Minnesota 55121
 TMS/cjh



EXHIBIT A
TO
EASEMENT AGREEMENT

STREET EASEMENT

A permanent easement for public street purposes over, under and across that part of the following described tract of land in the City of Monticello:

(THE TRACT)

That part of the SW 1/4 of the SW 1/4 of Section 12, Township 121, Range 25, Wright County, Minnesota, also being a part of tracts known as Lot 1 of said SW 1/4 of the SW 1/4 and Lot 9 of Auditor's Subdivision Number One according to the plats of record, described as follows: Beginning at a point on the west line of said SW 1/4 of the SW 1/4 distant 534.5 feet north of the southwest corner thereof; thence east at a right angle from the said west line a distance of 318.00 feet; thence deflect 79 degrees left bearing N 11 degrees E a distance of 285.08 feet to a point on the southerly line of the Old Territorial Road, said point being the centerline of Old Territorial Road bearing northwesterly extended southeasterly; thence northwesterly along said centerline a distance of 308.29 feet to the southerly right-of-way of the Great Northern Railway; thence northwesterly along said right-of-way a distance of 303.5 feet to the west line of said SW 1/4 of the SW 1/4; thence south along the said west line a distance of 663.50 feet to the point of beginning. Except therefrom that part described as follows: Beginning at a point on the west line of said SW 1/4 of the SW 1/4 distant 534.5 feet north of the southwest corner thereof; thence east at a right angle from the said west line a distance of 318.00 feet; thence deflect 79 degrees left bearing N 11 degrees E a distance of 155.44 feet; thence deflect 79 degrees 30 minutes left a distance of 252.20 feet; thence deflect 21 degrees 30 minutes left a distance of 113.00 feet to the west line of said SW 1/4 of the SW 1/4; thence south along the said west line a distance of 245.00 feet to the point of beginning.

Which lies within the following permanent easement for street purposes:

That part of (THE TRACT), which lies easterly of the easterly right-of-way line of Fallon Avenue, and also which lies northerly, easterly and northerly of the following described line: Commencing at the southwest corner of the Southwest Quarter of the Southwest Quarter of Section 12, Township 121, Range 25, Wright County, Minnesota; thence North 00 degrees 00 minutes 34 seconds East, assumed bearing along the west line of said Southwest Quarter of the Southwest Quarter, 1159.63 feet, to the point of beginning of said line to be hereinafter described; thence North 76 degrees 09 minutes 05 seconds East, 29.77 feet; thence easterly, 34.74 feet, along a tangential curve, concave to the south, having a radius of 65.00 feet, and a central angle of 30 degrees 37 minutes 36 seconds; thence South 73 degrees 13 minutes 19 seconds East, tangent to the last described curve, 162.58 feet; thence southeasterly, 40.79 feet, along a tangential curve, concave to the southwest, having a radius of 125.00 feet, and a central angle of 18 degrees 41 minutes 48 seconds; thence South 15 degrees 25 minutes 09 seconds East,

not tangent to the last described curve, 31.48 feet; thence South 72 degrees 53 minutes 25 seconds East, 47.78 feet, to the easterly line of (THE TRACT), and said line there terminating.

**MORTGAGE HOLDER
CONSENT TO EASEMENT**

Wells Fargo Bank, National Association, which holds a mortgage on all or part of the property more particularly described in the foregoing Easement Agreement, which mortgage is dated May 20, 2004, and recorded September 15, 2004, as Document No. 927146, with the office of the County Recorder for Wright County, Minnesota, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby join in, consent, and is subject to the foregoing Easement Agreement.

Wells Fargo Bank, National Association

By: Karl Gustavus

Its: AVP

STATE OF MN)
) ss.
COUNTY OF Hennepin)

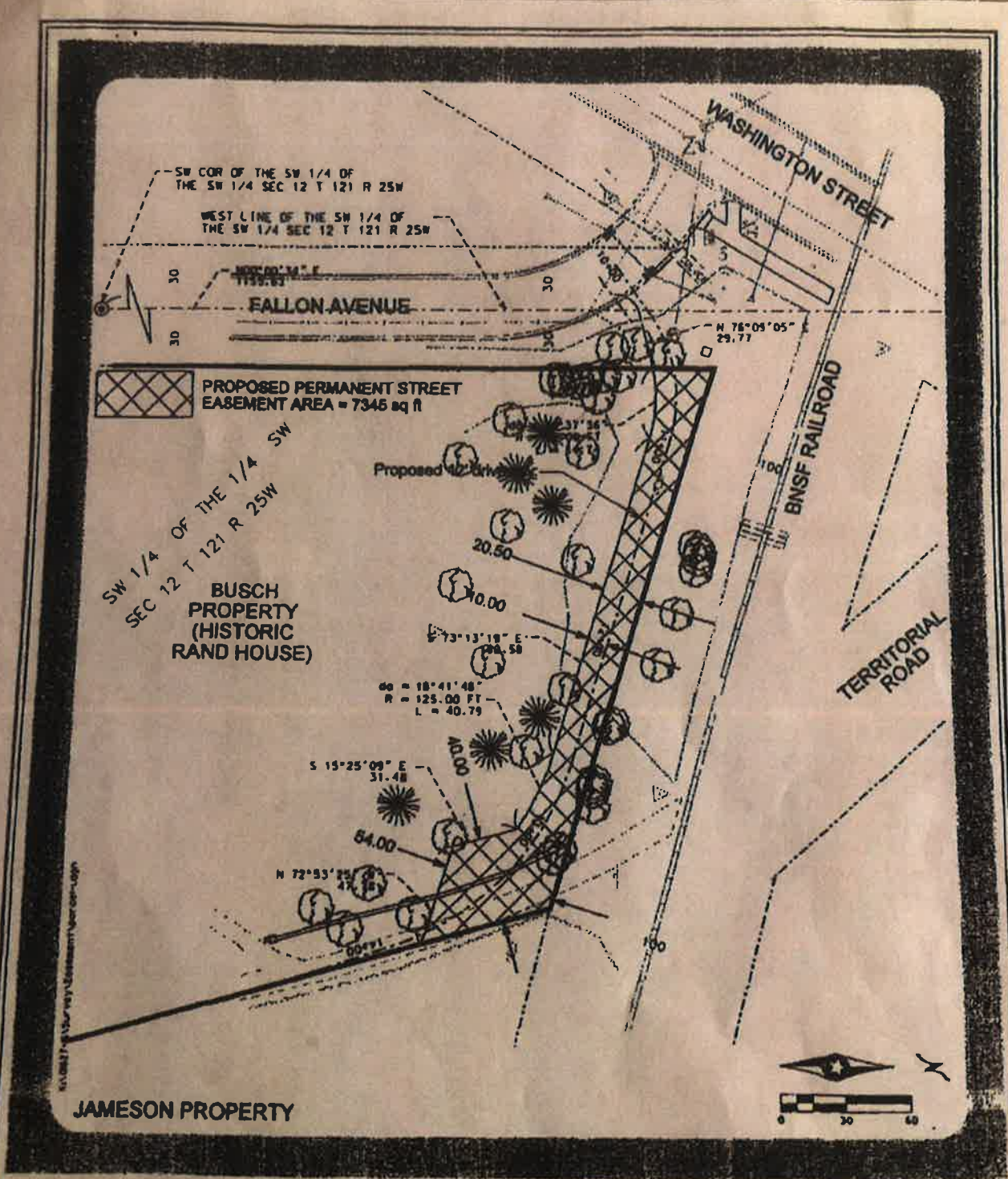
The foregoing instrument was acknowledged before me this 26 day of March, 2008, by Karl Gustavus the VP of Wells Fargo Bank, National Association, on its behalf.

Amy Rosenberg
Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
317 Bagandale Office Center
1380 Corporation Center Curve
Eagan, Minnesota 55121
Telephone: 651-452-5000
TMS/cjh



134334



Prepared by:
WSB
701 Xenia Avenue South, Suite 200
Monticello, MN 55618
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507-535-1200
SURVEYING • ENGINEERING • PLANNING • CONSTRUCTION

**Territorial Road Realignment
Street Improvements
Parcel Sketch
for the City of
Monticello, Minnesota**

City Project No. 2005-21C
WSB Project No. 01027-16
Date: 3/07/08

 Exhibit B