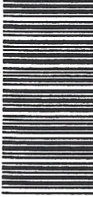


184902



11/24/2009



A 184902

**COUNTY RECORDER
DODGE COUNTY, MN**

Certified, filed and/or recorded
on 11/24/2009 at 10:30 AM

Return to: LETH LAW OFFICE
Receipt #: 44960

Scanned ☒

Sue A. Alberts
Dodge County Recorder
by  Deputy

DRIVEWAY EASEMENT AGREEMENT

This Agreement, made and entered into this 4th day of November, 2009, by and between Mark W. Finstuen and Lisa M. Finstuen, husband and wife (collectively "First Parties"), John P. Derby and Patricia L. Derby, husband and wife (collectively "Second Parties"), and Robert James Buehler, Janice Sathrum, Laird Matti and Lynn Matti (collectively "Third Parties").

Recitals

1. First Party, Mark W. Finstuen, is the record owner of the following described real property situated in Dodge County, Minnesota:

The West Half of the Northwest Quarter of Section 18, Township 108 North, Range 16 West, Dodge County, Minnesota (hereinafter "Parcel 1").
2. Second Parties are the record owners of the following described real property situated in Dodge County, Minnesota:

The East Half of the Northeast Quarter of Section 13, Township 108 North, Range 17 West, Dodge County, Minnesota (hereinafter "Parcel 2").
3. Third Parties are the record owners of the following described real property situated in Dodge County, Minnesota:

The Southwest Quarter of Section 18, Township 108 North, Range 16 West, Dodge County, Minnesota (hereinafter "Parcel 3").
4. Parcel 1 and Parcel 2 are abutting tracts of land. There is a driveway which crosses a portion of Parcel 1 and Parcel 2 which serves as an access to farm land, wood land and a river located on Parcel 3. The portion of the driveway crossing Parcel 1 and Parcel 2 is described in survey on attached Exhibit A (hereinafter referred to as "the Driveway Area").

5. Third Parties have need to use the Driveway Area for ingress and egress from County Highway 24 to the Parcel 3.
6. The parties intend to define the use and establish maintenance obligations for the Driveway Area.

Agreement

Now, therefore, the parties hereto do hereby agree as follows:

1. First Parties do hereby grant unto Third Parties a perpetual, non-exclusive easement over and across that part of the Driveway Area which crosses Parcel 1, for the purposes as hereinafter described.
2. Second Parties do hereby grant unto Third Parties a perpetual, non-exclusive easement over and across that part of the Driveway Area which crosses Parcel 2, for the purposes as hereinafter described.
3. The Driveway Area may be used by Third Parties for purposes of ingress and egress to Parcel 3 from County Highway 24 for the following purposes: (a) agricultural use (2) cutting and retrieving wood, and (3) recreational use including hunting and fishing.
4. The portion of the Driveway Area crossing Parcel 1 may also be used by First Parties so long as such use does not interfere with the actual or intended use of the Driveway Area by Third Parties.
5. The portion of the Driveway Area crossing Parcel 2 may also be used by Second Parties so long as such use does not interfere with the actual or intended use of the Driveway Area by Third Parties.
6. Third Parties shall assume all responsibility for maintenance and repair on the Driveway Area and hold First Parties and Second Parties harmless therefrom. Except, should First Parties or Second Parties, or their agents, tenants, invitees or guests, cause any damage to the Driveway Area, the responsible party shall promptly repair the Driveway Area at their own expense.
7. None of the parties shall obstruct, make alterations, or make additions to the Driveway Area without written permission from the other parties.
8. In the event of a dispute concerning the use of the Driveway Area or the costs of repair, maintenance, replacement or improvement, such dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. The costs of enforcing the decision of the arbitrator shall be borne by the owner against whom the arbitrator's decision is made.

9. This Agreement shall be binding on the parties hereto, their agents, successors and assigns. The easement granted herein is appurtenant to Parcel 3 and shall run with all lands above described.

Mark W. Finstuen
Mark W. Finstuen

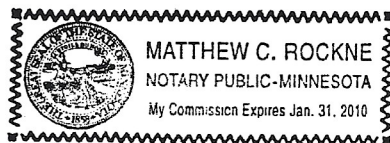
Lisa M. Finstuen
Lisa M. Finstuen

State of Minnesota)
) ss.
County of Dodge)

This instrument was acknowledged before me by Mark W. Finstuen and Lisa M. Finstuen, husband and wife, on this 4th day of November, 2009.

[Signature]
Notary Public

[Signature]



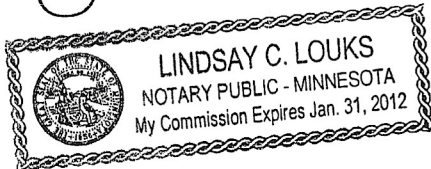
John P. Derby
John P. Derby

Patricia L. Derby
Patricia L. Derby

State of Minnesota)
) ss.
County of Dodge)

This instrument was acknowledged before me by John P. Derby and Patricia L. Derby,
husband and wife, on this 6th day of November, 2009.

Lindsay C. Louks
Notary Public



Robert James Buehler, Sr.
Robert James Buehler

Janice Sathrum
Janice Sathrum

Laird P. Matti
Laird Matti

Lynn Matti
Lynn Matti

State of Minnesota)
) ss.
County of Dodge)

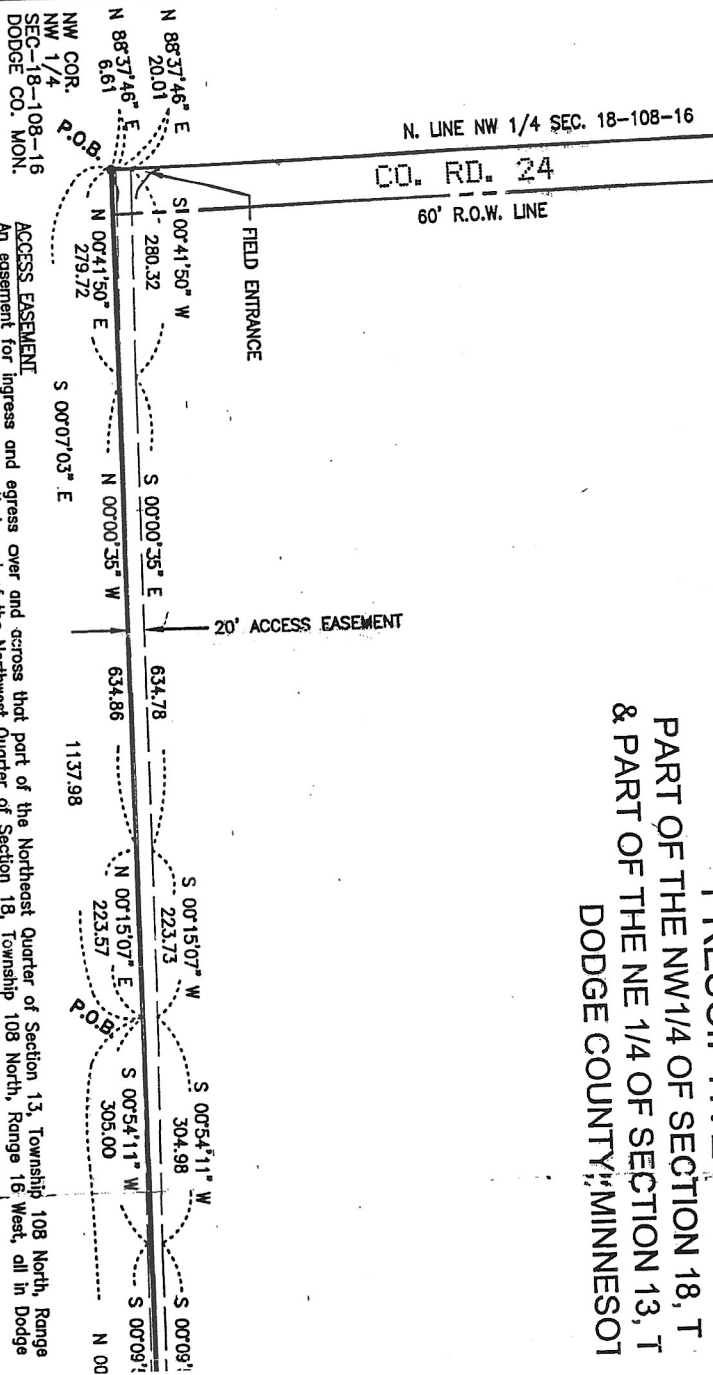
This instrument was acknowledged before me by Robert James Buehler, Janice Sathrum, Laird Matti and Lynn Matti, on this 19th day of November, 2009.

Lindsay C. Louks
Notary Public



Instrument drafted by:
Rockne Law Office
385 Main St S
P.O. Box 7
Zumbrota, MN 55992

PRESCRIPTIVE EASEMENT PART OF THE NW 1/4 OF SECTION 18, T & PART OF THE NE 1/4 OF SECTION 13, T DODGE COUNTY, MINNESOTA



ACCESS EASEMENT.
An easement for ingress and egress over and across that part of the Northeast Quarter of Section 13, Township 108 North, Range 17 West, and over and across that part of the Northwest Quarter of Section 18, Township 108 North, Range 16 West, all in Dodge County, Minnesota, said easement is described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 13; thence South 00 degrees 07 minutes 03 seconds East (Note: All bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996) along the east line of said Northeast Quarter, 1137.98 feet to the POINT OF BEGINNING of said easement; thence South 00 degrees 54 minutes 11 seconds West, 305.00 feet; thence South 00 degrees 09 minutes 56 seconds West, 418.11 feet; thence South 00 degrees 13 minutes 56 seconds West, 776.6 feet more or less, to the south line of said Northeast Quarter; thence easterly along said south line 12.25 feet to the southeast corner thereof; thence North 00 degrees 07 minutes 03 seconds West, along said east line of the Northeast Quarter, 1499.74 feet to the point of beginning.

TOGETHER WITH:

Commencing at the northwest corner of the Northwest Quarter of said Section 18; thence North 88 degrees 37 minutes 46 seconds East (Note: All bearings are in relationship with the Dodge County Coordinate System NAD '83, Adjusted 1996) along the north line of said Northwest Quarter 6.61 feet to the POINT OF BEGINNING of said easement; thence continue North 88 degrees 37 minutes 46 seconds East, along said north line, 20.01 feet; thence South 00 degrees 41 minutes 50 seconds West, 280.32 feet; thence South 00 degrees 00 minutes 35 seconds East, 634.78 feet; thence South 00 degrees 09 minutes 56 seconds West, 223.73 feet; thence South 00 degrees 54 minutes 11 seconds West, 304.98 feet; thence South 00 degrees 09 minutes 56 seconds West, 418.00 feet; thence South 00 degrees 13 minutes 56 seconds West, 776.45 feet to the south line of said Northwest Quarter; thence westerly along said south line, 7.75 feet to the southwest corner thereof; thence North 00 degrees 07 minutes 03 seconds East, 223.57 feet; thence North west line of said Northwest Quarter, 1499.74 feet; thence North 00 degrees 15 minutes 07 seconds East, 279.72 feet to the point of beginning.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Date 9-11-07
LIC. NO.: 41814



LAND SURVEYING & ENGINEERING

P.O. BOX 428, KASSON, MN 55944
PH. NO. 507-634-4505, FAX NO. 507-634-6560