TEMPORARY STREET TURNAROUND EASEMENT

This TEMPORARY TURNAROUND EASEMENT is made this ___ day of

_____, 202_, by and between, GMR Development, Inc. a Minnesota

corporation, hereinafter "GMR." and Rochester Township, a Minnesota township, hereinafter

“Township”.

WHEREAS, GMR is the owner of the following described property in Olmsted County, Minnesota:

Lot 2, Block 1 and Lot 15, Block 2, Millie Meadow Estates Third,

hereinafter the “Property”

WHEREAS, Pagenhart Rd SW, dedicated to the public as shown on the Plat of Millie Meadow Estates Third, hereinafter the “Plat”, terminates at the southerly boundary of the Plat;

WHEREAS, Township has requested temporary easements over a portion of the Property for the construction, maintenance, repair, and use by the public of a turnaround at the southerly end of Pagenhart Rd SW to allow vehicles to turn efficiently at the terminus of said road; and

WHEREAS GMR is willing to grant such easements.

NOW THEREFORE, In consideration of the payment of ONE DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GMR does hereby grant and convey to Township temporary easements for the construction maintenance, repair, and use by the public of a street turnaround in, over, and through portions the Property as follows:

1. Easement. GMR hereby grants and conveys to Township temporary easements for the construction, maintenance, repair, and use by the public, of a street turnaround in, over and through those portions of the Property described in the Exhibit A attached hereto (the “Easement”).

2. Termination of Easement Rights, The rights granted herein shall terminate automatically when Pagenhart Rd SW is extended in a southerly direction into property abutting and lying southerly of the Plat and a new turnaround is approved and constructed in the extended portion of the street.

3. Easement to Run with the Land. Until terminated as provided herein, the Easement granted herein shall be binding on any future owners of the Property, their heirs successors and assigns, and shall run with the land.

4. Modification. No amendment, change or addition to this Agreement shall be effective unless in writing signed by the parties hereto.

5. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

6. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

GMR Development, Inc.

By: _____

_____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of GMR Development, Inc., a Minnesota corporation, on behalf of the corporation.

_____

Notary Public

Rochester Township

By: _____
_____
Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, the _____ of Rochester Township, a Minnesota township, on behalf of the township.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Dunlap Seeger
Attorneys at Law
30 Third Street SE, Suite 400
P.O. Box 549
Rochester, MN 55903-0549
(507) 288-9111

EXHIBIT A

TEMPORARY TURNAROUND EASEMENT

The East 24.00 feet of the South 103.00 feet of Lot 2, Block 1, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.

AND

The West 26.00 feet of the South 105.00 feet of Lot 15, Block 2, MILLIE MEADOW ESTATES THIRD, Olmsted County, Minnesota.