



Doc No **A10590328**

Certified, filed and/or recorded on
Sep 11, 2018 2:00 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 120

Pkg ID 1734310C

Attested Copy or Duplicate Original	\$2.00
Document Recording Fee	\$46.00
<i>Document Total</i>	\$48.00

**DECLARATION OF RESTRICTIVE COVENANT
FOR PROTECTION OF SEWAGE TREATMENT SITES
AND/OR DRAIN FIELDS**

THIS DECLARATION is made and entered into as of July 31, 2018, by **JUDSON M. DAYTON AND SHELLEY MYDRA-DAYTON**, as trustees under the Judson M. Dayton Revocable Trust Agreement, dated October 31, 1988, as to an undivided 2/3 interest, and **SHELLEY MHYDRA-DAYTON AND JUDSON M. DAYTON**, wife and husband, personally, as to an undivided 1/3 interest ("Declarants").

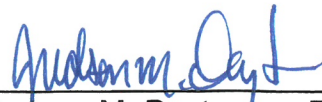
This Declaration is made with respect to certain real property situated in Hennepin County, Minnesota, and legally described on Exhibit A hereto (the "Property"). Each of the two (2) lots within the Property (each hereinafter a "Lot") has a primary and an alternate conforming septic system drain field site located thereon (the "Drain Field Sites") which locations have been approved by the City of Orono, Minnesota (the "City") and in connection with the development of the Property, the City requires that the Drain

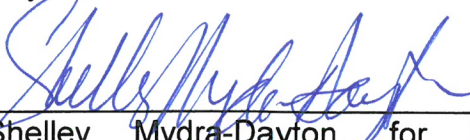
Field Sites be protected from inadvertent damage or destruction. Declarants hereby expressly declare, covenant and agree to protect the Drain Field Sites as follows:

Each of the two lots (the "Lots" and individually a "Lot") within the Property has been tested and found capable of providing suitable primary and alternate sites for on-site sewage treatment systems. To protect these sites from inadvertent damage or destruction, no owner (an "Owner" and collectively the "Owners") of a Lot shall permit any cars, trucks, or earth moving equipment to enter upon the sites within any of the Lots. Additionally, no Lot Owner shall construct any driveway, erect any building, or permit any earth moving equipment on that Owner's Lot without first (a) During construction, erecting a clearly visible fence around the Lot's Drain Field Sites which shall be placed at least twenty (20) feet from the boundary of the Lot's Drain Field Sites to act as a buffer for protection of the Lot's Drain Field Sites from earth moving activities and equipment; and (b) Erecting a clearly visible fence during construction along that part of the Owner's lot line that is between an adjacent owner's sewage treatment site and the areas on the Owner's lot which are accessible to earth moving equipment.

This Declaration shall run with the land, shall be binding upon Owners, their respective heirs, successors and assigns, and may be terminated only upon written agreement of the Owners and the City of Orono. The covenants and restrictions in this Declaration shall be perpetual, and considered exempt from the thirty (30) year durational limit set forth in Minnesota Statutes Section 500.20 (2015) as may be amended from time to time. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Declaration.

IN AGREEMENT, the Declarants have signed this Declaration as of July 31, 2018.

By 
Judson M. Dayton, as Trustee under the
Judson M. Dayton Revocable Trust
Agreement, dated October 31, 1988,
and as the husband of Shelley Mydra-
Dayton

By 
Shelley Mydra-Dayton, for herself
personally, and as Trustee under the
Judson M. Dayton Revocable Trust
Agreement, dated October 31, 1988,
and as the wife of Judson M. Dayton

DRAFTED BY:

CAMPBELL KNUTSON

Professional Association

Grand Oak Office Center I

860 Blue Gentian Road, Suite 290

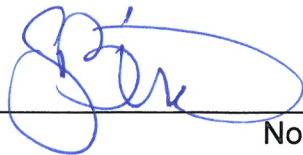
Eagan, MN 55121

Telephone: (651) 452-5000

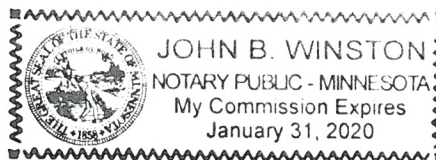
ABS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on July 31, 2018, by Judson M. Dayton, as the husband of Shelley Mydra-Dayton and as Trustee under the Judson M. Dayton Revocable Trust Agreement, dated October 31, 1988, and by Shelley Mydra-Dayton, for herself personally, as the wife of Judson M. Dayton and as Trustee under the Judson M. Dayton Revocable Trust Agreement, dated October 31, 1988, Grantor.



Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Lots 1 and 2, and Outlot A, Block 1, Topside, according to the recorded plat thereof, Hennepin County, Minnesota.

MORTGAGEE CONSENT

The undersigned mortgagee, being the owner and holder of that certain mortgage (the "Mortgage") dated October 14, 2011; executed by Judson M. Dayton and Shelley Mydra-Dayton, husband and wife, as Mortgagor, to Julia W. Dayton, as Mortgagee; and filed for record October 21, 2011, as Document Number A9705964, in the office of the Hennepin County Recorder hereby consents to the foregoing Declaration, and agrees that the Mortgage shall be subject and subordinate to the Declaration made hereby.

Julian Dayton

Julia W. Dayton

[illegible]

The foregoing instrument was acknowledged before me on July 20, 2018, by Julia W. Dayton, a single person. [Signature]

Notary Public

