

No delinquent taxes

Transfer Entered

Sep 11, 2018 2:00 PM

Hennepin County, Minnesota  
Mark Chapin  
County Auditor and Treasurer



Doc No **A10590325**

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
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Document Recording Fee	\$46.00
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<b>Document Total</b>	<b>\$48.00</b>
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**PID(s)**

09-117-23-21-0001

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## TREE PRESERVATION EASEMENT AGREEMENT

THIS AGREEMENT (the “Agreement”) is made as of September 5, 2018, by and between **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 (collectively, the “Grantor”), and the **CITY OF ORONO**, a Minnesota municipal corporation (“City”).

The Grantor, in consideration of good and valuable consideration paid by the City, the receipt and sufficiency of which are hereby acknowledged, hereby grants the City a permanent tree preservation easement over, under, and across the premises described in the attached Exhibit “A” (the “Subject Property”).

The Grantor, for itself, its successors and assigns, agrees that the following are prohibited in perpetuity on the Subject Property:

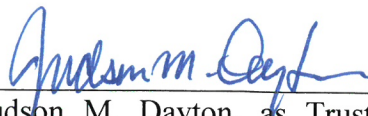
- A. Constructing, installing, or maintaining anything made by man, including but not limited to buildings, structures, walkways, clothes line poles, and playground equipment within the dripline of a tree, when such activities would damage the tree.
- B. Cutting or removing trees; provided, however, removing dead trees, trimming trees to maintain health, removing diseased trees, and removing selected trees approved by the City, when required to allow sunlight to penetrate limited areas on the Subject Property, may be undertaken.
- C. Excavation or filling when these activities would contribute to damage or loss of protected trees.

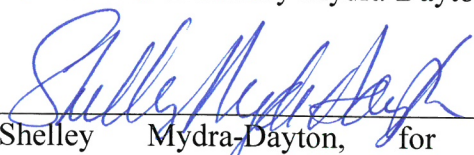
Grantor, for itself, its successors and assigns covenants with the City, its successors and assigns, that it is well seized in fee title of the Subject Property; that it has the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Subject

Property; and that the owner of the Subject Property from time to time will indemnify and hold the City harmless for any breach of the foregoing covenants.

IN AGREEMENT, the parties have executed this Agreement the day and year first above written.

**GRANTOR:**

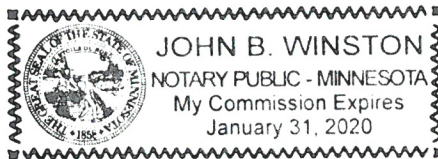
By   
Judson M. Dayton, as Trustee under the  
Judson M. Dayton Revocable Trust  
Agreement, dated October 31, 1988, and as  
the husband of Shelley Mydra-Dayton

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

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF HENNEPIN    )

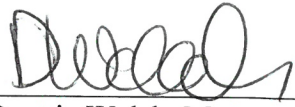
The foregoing instrument was acknowledged before me on July 31, 2018,  
by Judson M. Dayton, as the husband of Shelley Mydra-Dayton and as Trustee under the Judson  
M. Dayton Revocable Trust Agreement, dated October 31, 1988, and by Shelley Mydra-Dayton,  
for herself personally, as the wife of Judson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

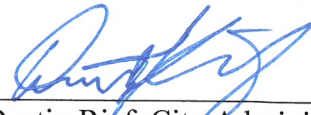
  
\_\_\_\_\_  
Notary Public





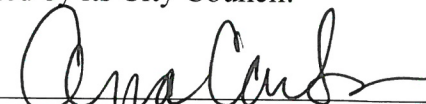
**GRANTEE:  
CITY OF ORONO**

By:   
Dennis Walsh, Mayor

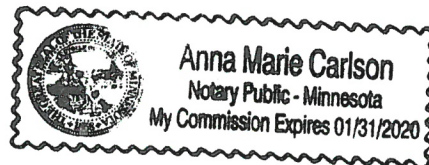
By:   
Dustin Rief, City Administrator

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF HENNEPIN   )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of September, 2018 by **Dennis Walsh** and by **Dustin Rief**, respectively the Mayor and City Administrator of the **City of Orono**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

  
Notary Public

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



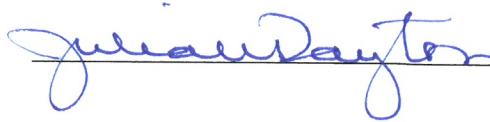
**EXHIBIT "A"**

**Legal Description of Tree Preservation Easement:**

The northerly ten (10) feet of Outlot A and the northerly ten (10) feet of Lot 1, Block 1, Topside.

**CONSENT TO EASEMENT**

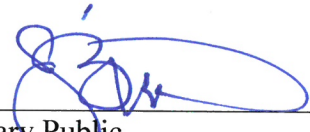
**Julia W. Dayton**, a single person, who holds a mortgage on all or part of the property more particularly described in the foregoing Tree Preservation Easement Agreement, which mortgage is dated October 14, 2011, and recorded as Document No. A9705964 on October 21, 2011, with the office of the County Recorder/Registrar for Hennepin County, Minnesota, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, consents to and agrees that her interest is subject to the foregoing Tree Preservation Easement Agreement.

  
\_\_\_\_\_

**Julia W. Dayton**

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me on July 30,  
2018, by Julia W. Dayton, a single person.

  
\_\_\_\_\_  
Notary Public

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

