



**Greg Isakson, P.E.**  
Public Works Director / County Engineer  
Goodhue County Public Works Department

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~~2140 Pioneer Road~~  
Red Wing, MN 55066  
Office (651) 385-3025

TO: Honorable County Commissioners  
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 17 May 22 County Board Meeting – CONSENT AGENDA ITEM  
**CSAH 68 Right of Way Easements**  
**Jefferson Dr. Project.**

Date: 11 May 22

### Summary

It is requested that the County Board authorize the County Administrator and the County Board Chairperson to sign the attached easements on CSAH 68 for the intersection improvements at the intersection of Jefferson Dr. and First St. West on behalf of Goodhue County.

### Background

CSAH 68 & 1<sup>st</sup> St West is located south of, and CSAH 68 & Jefferson Dr. is located west of LOT 5 as shown on in Exhibit A in the Permanent Highway Easement document (see the last page of this report). The City of Zumbrota is rebuilding Jefferson Dr. and the north termini of their project is just north of the Jefferson Dr. and 1<sup>st</sup> St West intersection.

Current Standards require a County State Aid Highway (CSAH) route in an urban area to have a Right of Way of 30 feet on each side of center line. CSAH 68 may have been established when the CSAH system was first created in the late 1950's and CSAH 68 was designated on an existing street Right of Way of only 25 feet on each side of center line.

This narrow Right of Way does not provide enough width for today's trucks to make the west bound to north bound right turn at this intersection, and truck trailers are tracking outside of CSAH 68's Right of Way in the area marked as P-1.

The owner of LOT 5 is agreeable with granting a Permanent Highway Easement on the area shown as P-1 and establishing a Parking and Short-Term Material Drop Off Site Easement for the owner of LOT 5 on the area shown as P-2. This agreement will allow for adequate truck turning radius on CSAH 68 for the public using the land in P-1, and will allow the owner of LOT 5 to park vehicles and have materials dropped off on the land in P-2. Granting this easement as shown as P-2 should not have an adverse impact to the traveling public.

*"To effectively promote the safety, health, and well-being of our residents"*

Attached are documents that establish the Permanent Highway Easement on the area shown as P-1 and establishing a Parking Easement and Short-Term Material Drop Off Site for the owner of LOT 5 on the area shown as P-2.

### Alternatives

- Authorize the County Administrator and the County Board Chairperson to sign the attached documents establishing a Permanent Highway Easement on the area shown as P-1 and establishing a Parking and Short-Term Material Drop Off Site Easement for the owner of LOT 5 on the area shown as P-2.
- Request a change in the easements and authorize the County Administrator and the County Board Chairperson to sign the revised easements on CSAH 68 for the intersection improvements at the intersection of Jefferson Dr. and First St. West on behalf of Goodhue County, or,
- Choose not to authorize the County Administrator and the County Board Chairperson to sign the attached documents and require a redesign of this intersection, which most likely will not reasonably accommodate the turning movements of modern trucks.

### Recommendations

It is Staff's recommendation that the County Board authorize the County Administrator and the County Board Chairperson to sign the attached documents establishing a Permanent Highway Easement on the area shown as P-1 and establishing a Parking and Short-Term Material Drop Off Site Easement for the owner of LOT 5 on the area shown as P-2.

**PARKING AND SHORT-TERM MATERIAL DROP OFF SITE EASEMENT AGREEMENT**

**COUNTY OF GOODHUE, MINNESOTA  
AND  
BENSON BROTHERS TILING, LLC**

This Parking and Short-Term Material Drop Off Site Easement Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Goodhue, a Minnesota municipal corporation (“County”) and Benson Brothers Tiling, LLC, a Minnesota limited liability company (“Benson”). The County and Benson are jointly referred to herein as the “Parties.”

**RECITALS**

WHEREAS, the County owns public Right of Way on County State Aid Highway No. 68 (CSAH 68) in Zumbrota, Minnesota; and

WHEREAS, Benson owns that part of the North Half (N ½) of Lot 5 of State Subdivision of the Northeast Quarter (NE ¼) of Section 36, in Township 110, of Range 16 West as described in Document No. 437152 on file in the office of the Goodhue County Recorder; and

WHEREAS, the County desires to add as permanent highway easement to public Right of Way the area identified and described as P-1 in the attached Exhibit A; and

WHEREAS, Benson desires a add an area of parking and short-term material drop off site easement over existing CSAH 68 Right of Way identified and described as P-2 in the attached Exhibit A; and

WHEREAS, the Parties agree that the value of the two easements is equal; and

WHEREAS, the Parties desire to convey these easements to one another.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms herein, the Parties hereby agree as follows:

## **TERMS OF EASEMENTS**

**1. Permanent Highway Easement.** For and in consideration of the value of the Parking and Short-Term Material Drop Off Site Easement Area P-2, Benson hereby grants a permanent highway easement over real property as described in the "Permanent Highway Easement" attached to and part of this Parking Easement Agreement.

**2. Parking Easement.** For and in consideration of the value of Permanent Highway Easement Area P-1, the County hereby grants an easement to Benson for the benefit of vehicular parking and short-term (ten day) material drop off site easement on the area designated as P-2 on the attached Exhibit A. The easement in gross for parking and short-term material drop off site purposes over, under, and across that part of Lot 6 in the State Subdivision Plat of the Northeast Quarter of Section 36, Township 110 North, Range 16 West is described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 36, thence North 89 degrees 47 minutes 18 seconds East along the north line of said Northeast Quarter 695.07 feet to the Northwest Corner of Lot 5 in the State Subdivision Plat of said Section 36; thence South 00 degrees 23 minutes 41 seconds East along the west line of said Lot 5, 265.75 feet to the block corner at the intersection of 1<sup>st</sup> Street West and Jefferson Drive; thence North 03 degrees 15 minutes 13 seconds West along the Easterly Right of Way of Jefferson Drive, 75.28 feet to the point of beginning; thence continuing on said Easterly Right of Way of Jefferson Drive, North 03 degrees 15 minutes 13 seconds West 175.55 feet; thence South 86 degrees 36 minutes 43 seconds West 13.00 feet; thence South 03 degrees 15 minutes 13 seconds East 175.55 feet; thence North 86 degrees 36 minutes 13 seconds East 13.00 feet and there terminating.

**4. Access and Maintenance Rights.** The Parking Easement affords to Benson the right of vehicular access over the entirety of area P-2 in order to permit reasonable and convenient access and use. However, the County reserves the right to use the CSAH 68 Right of Way for such public purposes as reasonably determined by the County. Therefore, with reasonable notice, Benson agrees to provide access on, over and through the Parking Easement area for the purpose of installing, maintaining and/or repairing public utilities and all necessary appurtenances thereto.

**5. Maintenance of Surface Parking Area.** Benson shall be responsible for all regular maintenance and repair of the Parking and Short-Term Material Drop Off Site Easement area during the term of the easement, and shall maintain it in a safe, clean and orderly condition.

**6. Improvement of Surface Parking Area.** In the event Benson determines that the Parking and Short-Term Material Drop Off Site Easement area is in need of substantial repairs or other capital improvements, Benson shall notify the County. If the County agrees that such improvements are reasonably necessary, the County will effect them at no cost to Benson. Any

other routine maintenance or repair of the Parking Easement Area and Short-Term Material Drop Off Site P-2 shall be at Benson's sole cost and expense.

**7. Public Parking.** Neither the County nor Benson will designate Parking and Short-Term Material Drop Off Site Easement Area P-2 for the use of public parking. The County and Benson may reach additional understandings regarding parking in future, but any such understandings shall be reduced to writing.

**8. Indemnification.** Benson shall indemnify, hold harmless and defend the County, and its officials, employees, contractors and agents, from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees arising out of or by reason of any act or failure to act by Benson, its officers, employees, agents or contractors, pursuant to this Agreement. Any and all claims that may arise against the County or Benson related to establishment or use of Parking and Short-Term Material Drop Off Site Easement Area P-2 pursuant to this Agreement shall be Benson's responsibility unless claimed to result from the County's sole negligence. Nothing in this Agreement shall be construed as a waiver by the County of any immunity, defenses, or other limitations on liability to which the County is entitled by law.

**9. Insurance.** Any claims for damages based upon use of Parking and Short-Term Material Drop Off Site Easement Area P-2 shall be submitted to Benson's insurance policy.

**10. Notices.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by certified or registered mail or delivered personally to the respective address of each party as set forth herein:

County:            Director of Public Works  
                         Goodhue County  
                         2140 Pioneer Road  
                         Red Wing, MN 55066

Benson:           Benson Brothers Tiling, LLC  
                         497 West 5<sup>th</sup> Street  
                         Zumbrota, MN 55992

**11. Recording.** The County shall record and pay for all recording costs in connection with recording this Agreement and any amendments thereto in the office of the Goodhue County Recorder.

**12. Termination.** The Permanent Highway Easement P-1 in this agreement is not terminable. Parking and Short-Term Material Drop Off Site Easement Area P-2 shall terminate upon transfer or conveyance of Benson's interest in the property described in Document No. 437152, it shall not run with the land, it is not transferrable to any heirs or assigns, and shall not be binding upon any successors.

13. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes any other written or oral agreements between the Parties as to the Permanent Highway Easement and Parking and Short-Term Material Drop Off Site Easement. Any subsequent amendments to this Agreement shall not be effective until signed by the County and Benson, and duly recorded against the Property.

14. **Severability.** If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be originals and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement be executed by their duly authorized representatives, to be effective as of the date first set forth above.

**COUNTY OF GOODHUE**

By: \_\_\_\_\_  
(signature)

Its: Chair – Board of Commissioners

By: \_\_\_\_\_  
(signature)

Its: Administrator

STATE OF MINNESOTA }  
COUNTY OF GOODHUE }

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Jason Majerus, Chair of the Board of Commissioners, and Scott O. Arneson, Administrator, of the County of Goodhue, a Minnesota municipal corporation, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
(signature of notarial officer)

Title (and rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_

**BENSON BROTHERS TILING, LLC**

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(type of authority)

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(type of authority)

STATE OF MINNESOTA }  
COUNTY OF GOODHUE }

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_, and by \_\_\_\_\_, as \_\_\_\_\_ of Benson Brothers Tiling, LLC, a Minnesota limited liability company, on behalf of the company.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
(signature of notarial officer)

Title (and rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_



(top three inches reserved for recording data)

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## PERMANENT HIGHWAY EASEMENT

### **Benson Brothers Tiling, LLC**

GRANTOR(S), of GOODHUE COUNTY, Minnesota, for and in consideration of \_\_\_\_\_, Dollars (\$\_\_\_\_\_) receipt of which is hereby acknowledged, hereby convey and grant to GOODHUE COUNTY, GRANTEE, its successors and assigns, a permanent roadway easement for the location, grading, construction, inspection, maintenance, repair, and use of a public roadway and roadway right-of-way, and uses and restriction incident thereto, together with the unrestricted right to improve the same, in, under, over, and upon real property in the County of Goodhue, State of Minnesota, described as follows:

A perpetual public roadway easement over, under, and across that part of Lot 5 in the State Subdivision Plat of the Northeast Quarter of Section 36, Township 110 North, Range 16 West described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 36, thence North 89 degrees 47 minutes 18 seconds East along the north line of said Northeast Quarter 695.07 feet to the Northwest Corner of Lot 5; thence South 00 degrees 23 minutes 41 seconds East along the west line of Lot 5, 265.75 feet to the Block corner at the intersection of 1<sup>st</sup> St West and Jefferson Drive and the point of beginning; thence North 89 degrees 49 minutes 13 seconds East along the north Right of Way line 1st St West 50.52 feet; thence 58.61 feet along a non-tangential curve, concave to the northwest, having a central angle of 18 degrees 46 minutes 01 seconds, a chord bearing of North 62 degrees 31 minutes 00 seconds West and a chord distance of 58.69 feet to a point on the Easterly Right of Way of Jefferson Drive; thence South 03 degrees 15 minutes 13 seconds East along the easterly right of way of Jefferson Drive 27.29 feet to the point of beginning.

Containing 0.013 Acres, more or less. See P-1 in the attached Exhibit A.

GRANTOR(S), do hereby grant and convey to the GRANTEE all grasses, shrubs, trees, and other natural growth now existing on the real property described above or that may hereafter be planted or grown thereon, and the right to use and remove all earth and other materials lying within the above described real property.

GRANTOR(S) do hereby release the GRANTEE, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the parcel of land hereby conveyed is located by reason of the location, grading, construction, maintenance, repair, improvement, and use of a public

highway and highway right-of-way over and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto.

Grantor: Benson Brothers Tiling, LLC

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(type of authority)

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(type of authority)

STATE OF MINNESOTA }  
COUNTY OF GOODHUE }

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ GRANTOR(S).  
(name of authorized signer) (type of authority)

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
(signature of notarial officer)

Title (and rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF MINNESOTA }  
COUNTY OF GOODHUE }

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ by \_\_\_\_\_ as \_\_\_\_\_ GRANTOR(S).  
(name of authorized signer) (type of authority)

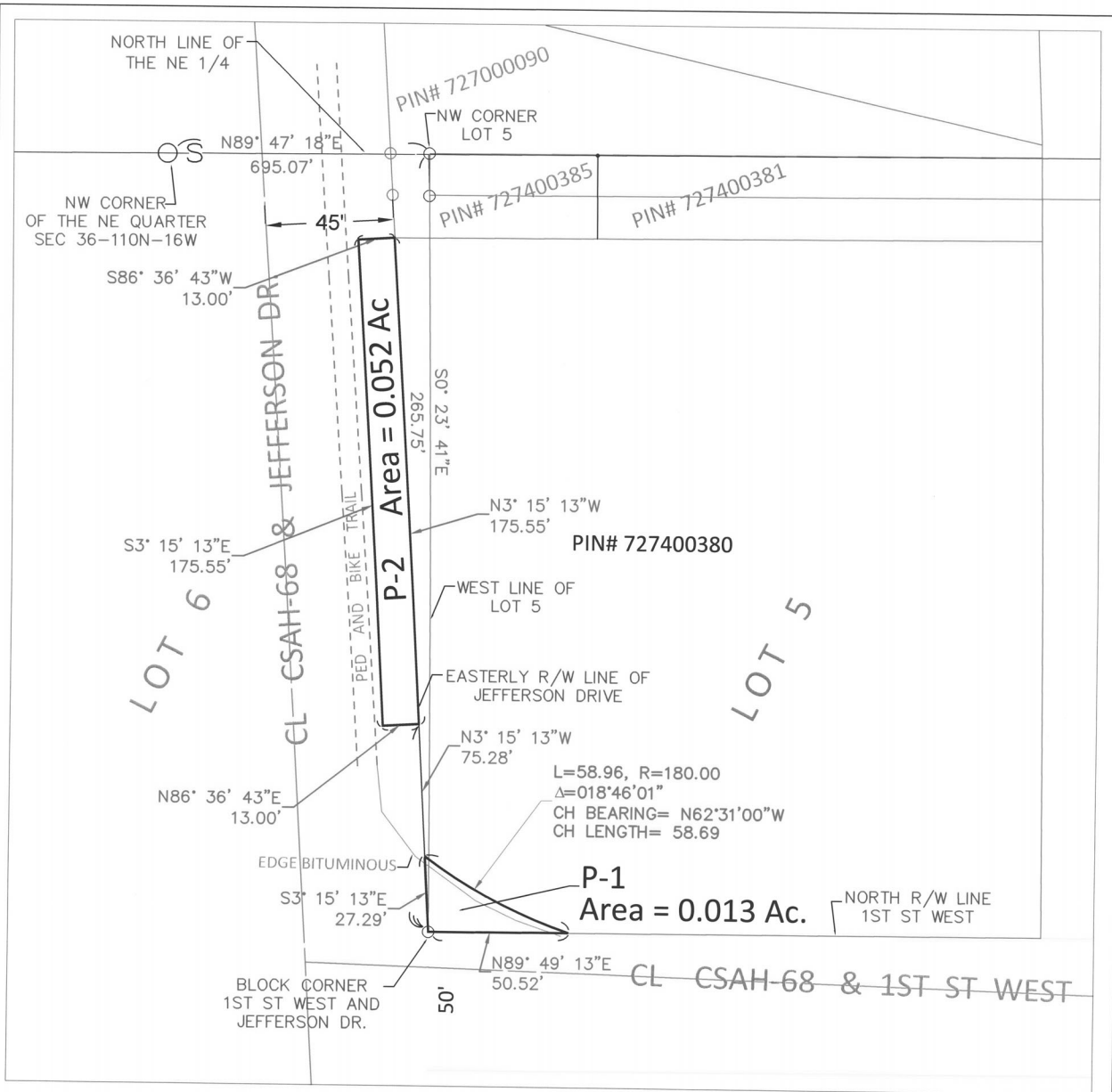
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
(signature of notarial officer)

Title (and rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
Goodhue County  
Department of Public Works  
2140 Pioneer Road  
Red Wing, MN 55066



SCALE 1:40

Note: See legal descriptions on attached sheet.

## Exhibit A



PROJECT: Parking and Roadway Easement  
 LOCATION: Part of the State Subdivision Plat of the Northeast Quarter of Section 36, Township 110 North, Range 16 West Goodhue County, MN.

GOODHUE COUNTY LAND USE:  
 LAND SURVEY DEPARTMENT

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.

*Jeff Ekblad* 4/22/22  
 JEFF EKBLAD  
 MN License No. 45776 Date

