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Recorded  
MAY 24, 2004 AT 08:00AM

Signed: 

DEPUTY

JEAN M DANKERS  
GOODHUE COUNTY RECORDER

Fee Amount: \$21.00



**SIGN EASMENT, STORMWATER DRAINAGE EASEMENT, AND  
MAINTENANCE AGREEMENT**

**THIS SIGN EASEMENT, STORMWATER DRAINAGE EASEMENT,  
AND MAINTENANCE AGREEMENT**, (hereinafter referred to as "Agreement"), is  
made this 21 day of MAY, 2004, by and between the Red Wing Port  
Authority, a Development Agency, a public body corporate and politic (hereinafter  
referred to as the "Port Authority"), with offices located 419 Bush Street, Red Wing,  
Minnesota 55066, Menard, Inc. (hereinafter referred to as "Menard"), a Wisconsin  
corporation, with offices located at 4777 Menard Drive, Eau Claire, Wisconsin, 54703,  
and the City of Red Wing, a Minnesota municipal corporation (hereinafter referred to as  
the "City"), with offices located at 419 Bush Street, Red Wing, Minnesota 55066.

**RECITALS**

**WHEREAS**, Menard is the owner of a parcel of land, located in the City of Red  
Wing, County of Goodhue, State of Minnesota, more particularly described on the  
attached Exhibit A (hereinafter referred to as the "Menard Parcel");

**WHEREAS**, Port Authority is the owner of certain parcel of land located in the  
City of Red Wing, County of Goodhue, State of Minnesota, more particularly described  
on the attached Exhibit B (hereinafter referred to as the "Port Authority Parcel");

**WHEREAS**, City is the owner of certain parcel of land located in City of Red  
Wing, County of Goodhue, State of Minnesota, more particularly described on the  
attached Exhibit C (hereinafter referred to as the "City Parcel");

**WHEREAS**, Menard intends to construct a Menards Home Improvement Center  
on the Menard Parcel;

**WHEREAS**, a stormwater detention pond ("Pond") has been constructed on the  
City Parcel; and

**WHEREAS**, Menard, Port Authority, and the City desire to set forth their agreements regarding stormwater run-off from the Menard Parcel, improvements to the Pond, maintenance of the Pond, and the construction of the monument sign for the Menard Parcel on the City Parcel.

**NOW THEREFORE**, in consideration of ten dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following definitions:
  - 1.1 Benefited Property: The Menard Parcel.
  - 1.2 Owner: All present and future owners of legal or equitable title to all or any portion of the Benefited Property and their respective successors and assigns, each of whom is an "Owner".
2. Improvements of the Pond and the City Parcel. Menard agrees to construct all improvements to the Pond necessary for the pond to accommodate all stormwater run-off from the Menard Parcel and all stormwater the pond currently accommodates. This shall include design (to be reviewed and approved by the City of Red Wing) and construction (including the installation of all necessary culverts/pipes). City hereby grants Menard the easement and right to make said improvements. The improvements will be constructed in conjunction with the development of the Menard Parcel.
3. Grant of Drainage Easements. City hereby grants and conveys to Menard a non-exclusive perpetual easement on, over, under, and through the City Parcel, for the purpose of using the Pond, to discharge and store surface storm water drainage and/or runoff from the Menard Parcel. City hereby grants and conveys to Menard a non-exclusive perpetual easement for the purpose of discharging surface stormwater from the Menard Parcel through the culverts located on the City Parcel, or installed pursuant to this Agreement on the City Parcel. The City and the Port Authority retain the right to alter the pond to accommodate drainage of other parcels of land in Med-Tech Park Subdivision, provided the alteration does not materially or adversely affect the easement rights granted hereunder.
4. Grant of Sign Easement. City hereby grants and conveys to Menard a non-exclusive perpetual easement on, over, under, and through that portion of the City Parcel described on the attached Exhibit D, for the purpose of constructing, repairing, replacing, and maintaining the monument sign for the Menard Parcel as depicted on Exhibit D, including the right of ingress and egress by persons, material and equipment on, over, and across the City Parcel. City and Port Authority hereby agree not to interfere with the easement rights granted herein.

