

APPLICATION FOR:

AMENDMENT TO AN AGRICULTURAL COVENANT (TO RELEASE FARMSITE)

RETURN TO:

Planning and Zoning Administrator
300 North State Street
Waseca, MN 56093

FOR COUNTY USE ONLY:

Date Application
was received:

Administration Fee: \$200.00 (Check made out to Waseca County Planning and Zoning)
Recording Fee: \$46.00 (Check made out to Waseca County Recorder)

I. LAND OWNER INFORMATION

Name _____ Phone _____

Name (other owner) _____ Name (other owner) _____

Mailing Address _____ Cell (Alternate) Phone _____

City and State _____ Zip Code _____

Email _____

Applicant's Interest in Property: Fee owner _____

Other Owner(s) _____

II. PROPERTY INFORMATION

1) Tax Parcel Number(s) _____

Quarter- Quarter _____ Section _____ Township _____ Range _____

2) Proposed Description of Tract A being released from the Agricultural Covenant (Attached Exhibit "A"). Please note the size of the tract.

3) Proposed Description of Tract B remaining with the Agricultural Covenant (Attached Exhibit "B"). Please note the size of the tract (Must be 35 Acres)

4) Legal Description of Parcel of Origin (Attached Exhibit "C")

5) Please Attach a drawing of the property illustrating Tract A and Tract B Attached Exhibit ("D").

6) Are there any existing dwelling units or other buildings on the property?

Yes _____ No _____

If yes, how many? _____

7) What is the current zoning of the property?

___ A-1 Agriculture Protection District

___ LR Limited Residential

___ UE Urban Expansion

___ I Industrial

___ HC Highway Commercial

___ VMX Village Mixed Use

9) Describe how the property is currently being used (example: agriculture, Wooded, home site, etc.) _____

10)

III. COVENANT INFORMATION

Please attach a copy of the existing covenant (Attached Exhibit "E")

VII. PROPERTY OWNER CERTIFICATION

I hereby certify that the information furnished on this application and the attachments are true, that I (we) am (are) the legal owner (s) of the property described above, that I (we) have marketable title to the property, and that I (we) have the legal right to amend the covenant on the property. I understand that by modifying the covenant I am altering the benefits afforded to the property under the original covenant.

Signature of Owner (Applicant)

Date

Signature of Co-Owner (Co-Applicant)

Date

Reserved for Recording

AMENDMENT OF AGRICULTURAL COVENANT

THIS AMENDMENT OF AGRICULTURAL COVENANT, made and entered into this ____ day of _____ 20__, by _____ and _____, husband and wife (hereinafter referred to as "the Owners") and Waseca County, a political subdivision of the State of Minnesota (hereinafter the "County").

WHEREAS, the Owners are the fee simple title holders of the "Property" described in Exhibit "A" attached hereto; and

WHEREAS, the Owners, filed an Exclusive Agricultural Use Zone Restrictive Covenant (hereinafter the "Covenant") on property described in Exhibit "B" and depicted on Exhibit "C" in Sections __ and __, Township __ North, Range __ West, which includes the property described in Exhibit "A", and filed said covenant in the office of the Waseca County Recorder on the ____ day of _____ in Book __ of _____, Page __; and

WHEREAS, the Owners desire to amend the covenant by removing a ____ acre tract as described in Exhibit "A" from the property bound by requirements of the covenant; and

WHEREAS, upon removal of the tract described in Exhibit "A" from the tract described in Exhibit "B" and shown on Exhibit "C", approximately ____ acres will be bound by the terms of the Covenant; and

if applicable: **WHEREAS**, approximately ____ of the ____ acres of ground described in Exhibit "B" and shown on Exhibit "C" was previously sold by the Owners and still remains bound by the terms of the Covenant; and

WHEREAS, the Owners understand that following the removal of the property described in Exhibit "A" from the Property above that is bound by the covenant, any benefits accruing to the property described in Exhibit "A" will cease.

NOW, THEREFORE, in consideration of the release of the Covenant restrictions upon the property described in Exhibit "A", the Owners and the County agree that:

- 1) The Covenant shall be amended to remove the ____ acre parcel described in Exhibit "A" from the Property described in the Covenant; and
- 2) That nothing in this Amendment to Agricultural Covenant shall alter or affect the requirements and benefits of the Covenant on the Remnant Tracts shown on Exhibit C.

IN WITNESS WHEREOF, the Owners have executed this Amendment of Agricultural Covenant on the date first written above.

GRANTORS

By: _____

By: _____

STATE OF MINNESOTA }
 COUNTY OF WASECA } **SS**

On this ____ day of _____, 20__, before me, personally appeared _____ who executed the within and foregoing Amendment of Agricultural Covenant, and acknowledged that he signed the same as the free act and deed for the uses and purposes therein mentioned.

Notary Public

STATE OF MINNESOTA }
 COUNTY OF WASECA } **SS**

On this ____ day of _____, 20__, before me, personally appeared _____, who executed the within and foregoing Amendment of Agricultural Covenant, and acknowledged that she signed the same as the free act and deed for the uses and purposes therein mentioned.

Notary Public

WASECA COUNTY MINNESOTA

By: _____

County Board Chairman

STATE OF MINNESOTA

COUNTY OF WASECA

}
}

ss

On this ___ day of _____, 20__, before me, personally appeared, _____, the Chairman of the County Board for Waseca County, Minnesota, who executed this foregoing Amendment of Agricultural Covenant and acknowledged that he signed the same as the free act and deed on behalf of Waseca County, Minnesota, for the uses and purposes therein mentioned.

Notary Public

This instrument drafted by:

EXHIBIT A - example

Tract to be removed from Agricultural Covenant:

The North One Hundred Forty-five (145) feet of the East Nine Hundred Ninety-five (995) feet of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$); and the South Half of the Northwest Quarter of the Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$) **EXCEPT** the South One Hundred (100) feet of the West Two Hundred Fifty-five (255) feet thereof; all being in Section Twenty-seven (27), Township One Hundred Eight (108) North, Range Twenty-two (22) West, Waseca County, Minnesota

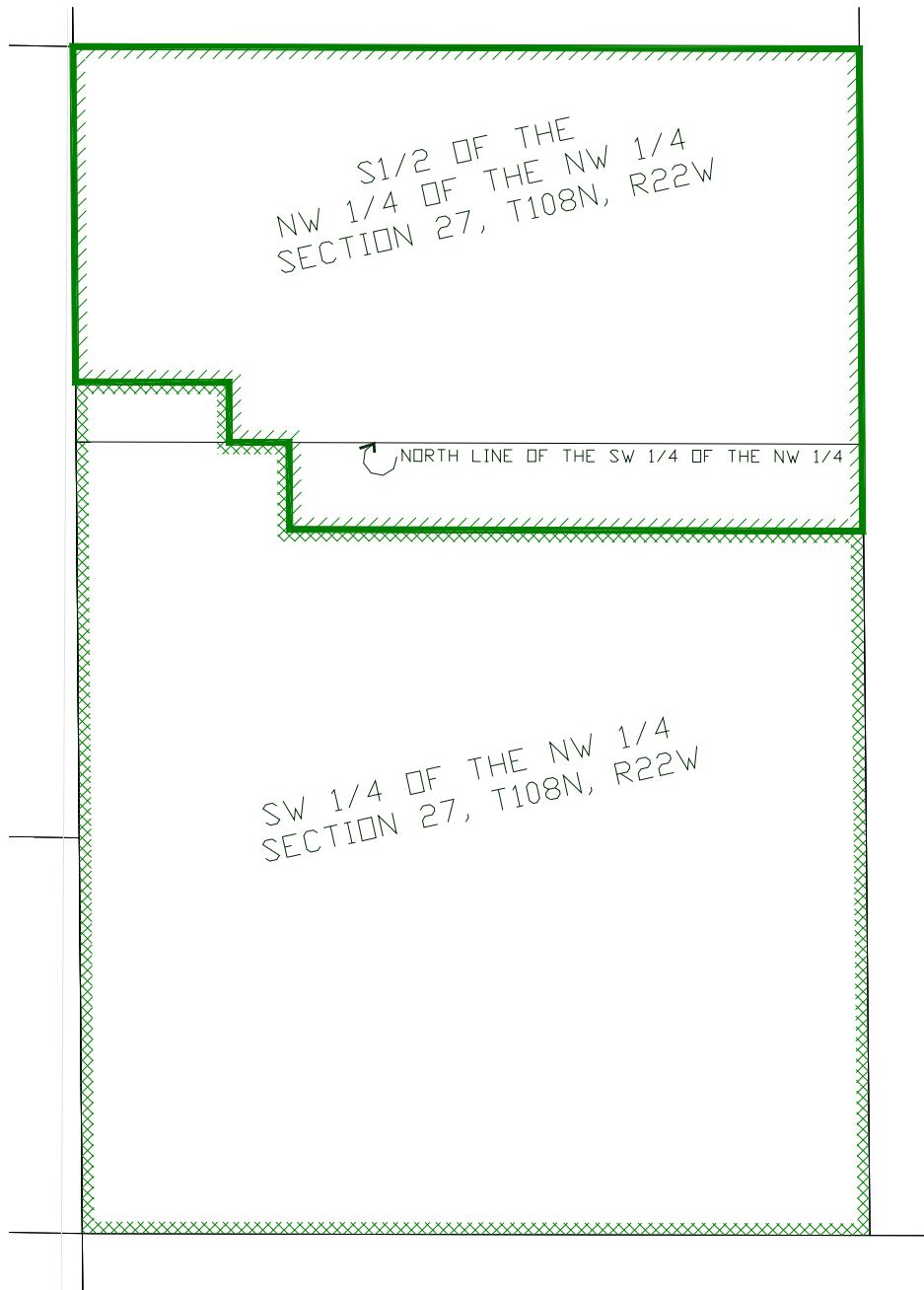


EXHIBIT B - example

The North One Half of the Southwest Quarter; ($\text{NW}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$) also, The Northwest Quarter of the Southeast Quarter; ($\text{NW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$) also, the North One Half of the Southwest Quarter of the Southeast Quarter; ($\text{N}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$) all in Section Twelve (12), Township One Hundred Six North (106), Range Twenty Two West (22), according to the Plat thereof on file and of record in the office of the County Recorder in and for Waseca County, Minnesota.

ALSO: All that part of the South Half of the Southwest Quarter of the Southeast Quarter ($\text{S}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ of $\text{SE}\frac{1}{4}$) and the East Thirty five (35) acres of the Southeast Quarter of the Southwest Quarter ($\text{SE}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$) lying North of Judicial Ditch Number Five (5), being in Section Twelve (12), Township One Hundred Six (106) North, Range Twenty Two (22) West, and containing fifteen (15) acres more or less.

ALSO: All that part of the West five (5) acres of the Southeast Quarter of the Southwest Quarter ($\text{SE}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$) and the East One Half of the Southwest Quarter of the Southwest Quarter ($\text{E}\frac{1}{2}$ of $\text{SW}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$), Section Twelve (12), all in Township One Hundred Six (106) North, Range Twenty two (22) West, Waseca County, Minnesota, lying North of Judicial Ditch Number Five (5); containing six (6) acres more or less.

EXCEPT: Beginning at a point on the North line of the Northwest Quarter of the Southwest Quarter ($\text{NW}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$), Section Twelve (12), Township One Hundred Six (106) North, Range Twenty two (22) West, which point is Seven Hundred Eighty and four One hundredths (780.04) feet East of the Northwest corner of the Southwest Quarter ($\text{SW}\frac{1}{4}$) of said Section Twelve (12); thence southerly Eight Hundred Fifty (850) feet at a right angle; thence easterly Five Hundred Twelve and Five One Hundredths (512.05) feet at a right angle; thence northerly Eight Hundred Fifty (850) feet at a right angle to a point on the North line of the Northwest Quarter of the Southwest Quarter ($\text{NW}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$) of said Section Twelve (12); thence westerly at a right angle a distance of Five Hundred Twelve and Five One Hundredths (512.05) feet to the point of beginning, being part of the Northwest Quarter of the Southwest Quarter ($\text{NW}\frac{1}{4}$ of $\text{SW}\frac{1}{4}$), Section Twelve (12), Township One Hundred Six (106) North, Range Twenty Two (22) West, and containing ten (10) acres, more or less, and subject to a highway easement on the North side thereof.

EXHIBIT C - example

