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COUNTY RECORDER OFFICE
FILLMORE COUNTY, MINN.
I hereby certify that the within instrument was filed on

DEC 31 2003

At 1:05 O'clock P M
D. W. MENSINK, County Recorder
Sueen Phillips Deputy

AGREEMENT

THIS AGREEMENT, Made and entered into this 19th day of December, 2003, by and between Michael J. Gjere and Kirsten Gjere, hereinafter referred to as "Gjere" and James R. Norstad and Bonita K. Norstad, hereinafter referred to as "Norstad" is made for the purpose of setting forth an agreement in regard to a driveway easement.

WHEREAS, Gjeres are purchasing the real estate from the LaVerne R. Johnson Conservatorship as shown by the deed on the attached Exhibit A, and

WHEREAS, Norstads are purchasing real estate from the LaVerne R. Johnson Conservatorship, which is shown on the deed attached as Exhibit B, and

WHEREAS, the parties have reached an agreement in regard to the driveway currently located on the property to be purchased by Norstad.

CONSERVATOR'S DEED
(Conservator to Joint Tenants)

(reserved for recording data)

STATE DEED TAX HERON \$ _____.

Dated: December 12, 2003.

FOR VALUABLE CONSIDERATION, Catholic Charities, Diocese of Winona, Conservator of the Estate of LaVerne Johnson, aka LaVerne R. Johnson, Conservatee, a single person, Grantor, hereby conveys and quit claims to James R. Norstad and Bonita K. Norstad, husband and wife as joint tenants, Grantees, real property in Fillmore County, Minnesota, described as follows:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 103 North, Range 8 West and that part of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 30, T103N, R8W of the 5th Principal Meridian lying North of County State Aid Road #10.

Subject to a perpetual easement for ingress and egress purposes over the East 2 rods of the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 30, lying North of the centerline of County Road #10; and the East 2 rods of the South 4 rods of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, all in Township 103 North, Range 8 West.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Evh 13

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LA VERNE R. JOHNSON, CONSERVA-
TORSHIP

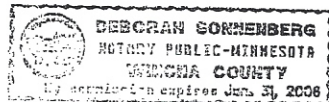
By: *Robert Tereba*
Robert Richard Tereba
Executive Director
Catholic Charities,
Diocese of Winona
Conservator

STATE OF MINNESOTA

SS

COUNTY OF WINONA

The foregoing instrument was acknowledged before me this
18 day of December, 2003, by *Robert* Richard Tereba, Executive
Director of Catholic Charities, Diocese of Winona, Conservator of
the Estate of LaVerne R. Johnson, Conservatee, Grantor.



Deborah Sonnenberg
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Joseph L. Hammell
Rippe, Hammell & Murphy, PLLP
Attorney at Law
110 East Main St., P. O. Box 149
Caledonia, MN 55921
507/725-3361

Michael J. Gjere
Michael J. Gjere

Kirsten Gjere
Kirsten Gjere

James R. Norstad
James R. Norstad

Bonita K. Norstad
Bonita K. Norstad

State of Minnesota
SS.
County of Houston

Subscribed and sworn to before me this 19th day of December 2003, personally appeared Michael J. Gjere and Kirsten Gjere.



Joseph L. Hammell
Notary Public

State of Minnesota
SS.
County of ~~Houston~~
Fillmore

Subscribed and sworn to before me this 19th day of December 2003, personally appeared James R. Norstad and Bonita K. Norstad.



Lois Kingsley
Notary Public

NOW THEREFORE, the parties agree as follows:

- 1- The parties will close the respective real estate transactions as shown by the deed shown as Exhibit A and B.**
- 2- After closing, the parties agree that Norstads will convey to Gjeres by warranty deed the premises described on the attached Exhibit D. Norstads will reserve an easement for agricultural purposes as specified on the attached Exhibit D.**
- 3- Norstads agree that at the closing of their transaction with LaVerne Johnson Conservatorship, that they will execute the warranty deed on the attached Exhibit D.**
- 4- Norstads will receive a reduction in the purchase price of \$3,000.00. This amount will be paid to Norstad by a separate check at the time of closing. Norstads will not be responsible for any costs or fees.**

IN WITNESS WHEREOF, both parties have hereunto set their hands the day and year first above written.

Dated: December 19, 2003