



CAMPBELL KNUTSON

Professional Association

March 11, 2016

VIA COURIER

Thomas J. Campbell
Roger N. Knutson
Thomas M. Scott
Elliot B. Knutson
Joel J. Jannik
Andrea McDowell Poehler
Soren M. Minnick
John F. Kelly
Henry A. Schaeffer, III
Alina Schwartz
Shawn N. Conklin
Amy B. Schmitt
James J. Munge, III
David H. Schultz
Kurt S. Fischer

Mr. Jeremy Barnhart
Community Development Director
City of Orono
2750 Kelley Parkway
Orono, MN 55356

Re: City of Orono – Jacob J. Barkley and Maureen L. Barkley

Dear Mr. Barnhart:

Enclosed please find copies of all closing documents which we received this morning from Jane Lynn of Minnetonka Title, Inc. in the above matter. Also enclosed please find Minnetonka Title's check number 051664 in the amount of \$24,503.88 payable to the City of Orono.

Please contact me if you have any comments or questions in this regard.

Very truly yours,

CAMPBELL KNUTSON
Professional Association

By: 
Andrea McDowell Poehler

slc
Enclosures

Grand Oak Office Center
800 Blue Geranium Road
Suite 202, Orono, MN 55321
431-452-5000
Fax: 431-234-2537
www.ck-4me.com



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March 10, 2016

Ms. Jane Lynn
Minnetonka Title, Inc.
15550 Wayzata Boulevard, Suite 100
Wayzata, Minnesota 55391-1939

Re: City of Orono -- Jacob J. Barkley and Maureen L. Barkley
Commitment Numbers: MT159337A and MT159337B

Dear Ms. Lynn:

This office is legal counsel for the City of Orono (the "City"). For convenience, Minnetonka Title, Inc. is referred to in this letter as "you." This letter ("Escrow Instructions") constitutes Escrow Instructions for the closing scheduled for Thursday, March 10, 2016, between the City and Jacob J. Barkley and Maureen L. Barkley ("Barkleys").

The City's closing documents are enclosed herewith. The City's closing documents shall be disbursed strictly in accordance with the Escrow Instructions. Attached to this letter is an acknowledgement by you of the receipt of this letter and your agreement to hold and disburse the closing documents and funds in accordance with the Escrow Instructions. Prior to undertaking any actions related to the Escrow Instructions, you must first sign and return a copy of this letter to me via fax (original to follow by mail).

1. Documents. The following City documents are included herein:

- A. Limited Warranty Deed (City Land)
- B. Seller's Affidavit (City Land)
- C. Affidavit Regarding Purchaser (Remnant Parcel)
- D. FIRPTA (City Land);
- E. Lot Combination Request for execution by Barkleys; and
- F. Settlement Statements.

Grand Oak Office Center
860 Blue Centian Road
Suite 290, Eagan, MN 55121
651-452-5000
Fax 651-234-6237
www.ck-law.com

Ms. Jane Lynn
March 10, 2016
Page Two

2. Closing Conditions. The escrowed documents are to be disbursed, if and only if, the following conditions have been met:

A. The Barkleys have delivered to you their counterpart to the Settlement Statements, duly executed by the Barkleys;

B. The Barkleys have executed and delivered to you the Limited Warranty Deed (Remnant Parcel), Sellers' Affidavit (Remnant Parcel), Affidavit of Purchaser (City Land) and Satisfaction of Mortgage or Partial Release for the Remnant Parcel by Associated Bank, N.A. (copies enclosed);

C. The Barkleys have executed the enclosed Lot Combination Request directed to the Hennepin County Auditor/Treasurer's Office;

D. The Barkleys have executed and delivered to you the original Scenic Easement Declaration (copy enclosed);

E. The Barkleys have delivered to you the original, fully executed Easement Agreement (known as the Dock Easement) between Jacob J. Barkley and Maureen L. Barkley, James B. Seals and Victoria M. Seals and Mark R. McCutcheon and Jayme A. McCutcheon (copy enclosed);

F. You have received all documents that you deem necessary and are immediately prepared to record the Satisfaction of Mortgage or Partial Release of Mortgage from Associated Bank, N.A. for the Remnant Parcel, two Limited Warranty Deeds, Scenic Easement Declaration, Easement Agreement (known as the Dock Easement), file the Lot Combination Request with the Hennepin County Auditor/Treasurer's Office and release the executed documents and funds in accordance with the Land Exchange Agreement and Settlement Statements; and

G. You have received telephonic instructions from the undersigned or member of this firm to proceed with the closing of the transaction.

3. Closing Instructions. When the conditions under Section 2 of these Escrow Instructions have been met, you shall:

A. Disburse the funds that will be wire transferred to your office the morning of March 10, 2016 and/or hand delivered to you pursuant to the Settlement Statements;

B. Record the Satisfaction of Mortgage or Partial Release of Mortgage by Associated Bank, N.A.;

C. Record the two Limited Warranty Deeds, Scenic Easement Declaration and Easement Agreement (known as the Dock Easement);

Ms. Jane Lynn
March 10, 2016
Page Three

D. File the Lot Combination Request with the Hennepin County Auditor/Treasurer's Office;

E. Deliver to the undersigned a check payable to the City for the closing proceeds minus the closing costs owed by the City along with one original of all other closing documents (or a copy if an original is not available); and

F. Have the original recorded Limited Warranty Deed from the Barkleys to the City for the Remnant Parcel returned to me after recording.

4. **Closing Date.** Unless you are able to close this transaction before the end of business on Thursday, March 10, 2016, you shall return the Escrowed Documents to me, unless you receive other instructions from the respective parties.

Very truly yours,

Campbell Knutson
Professional Association

By: 
Andrea McDowell Poehler

AMP/cjh
Enclosure

Agreed to and accepted this 10th day of March, 2016.

MINNETONKA TITLE INC.

By: 

Jane Lynn

Minnetonka Title Inc.
ALTA Universal ID 1045917
15550 Wayzata Blvd., Ste. 100
Wayzata, MN 55391-1939

File No./Escrow No.: MT159337A
Print Date & Time: March 8, 2016 at 03:52:PM
Officer/Escrow Officer: Jane Lynn
Settlement Location: 15550 Wayzata Blvd, Wayzata, MN 55391
Property Address: 3640 Bayside Rd
Orono, MN 55356
Borrower: Jacob J. Barkley and Maureen L. Barkley
Seller: City of Orono
Lender:
Settlement Date: March 10, 2016
Disbursement Date: March 10, 2016

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
	\$ 25,000.00	Sale Price of Property	\$ 25,000.00	
Prorations/Adjustments				
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
		Title - Owner's Title Insurance (optional) to Minnetonka Title Inc. Coverage: \$ 25,000.00 Premium: \$ 100.00	\$ 100.00	
\$ 155.00		Title - Settlement Closing Fee to Minnetonka Title Inc.	\$ 155.00	
		Title - Abstracting Service Fee to Minnetonka Title Inc.	\$ 200.00	
		Title - Exam Fee to Minnetonka Title Inc.	\$ 75.00	
		Title - Plat Service Fee to Minnetonka Title Inc.	\$ 60.00	
		Title - Recording Service Fee to Minnetonka Title Inc.	\$ 90.00	
Government Recording and Transfer Charges				

ALTA Settlement Statement Combined - Continued

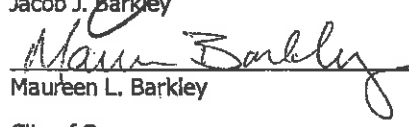
Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
		Recording Fees	to Minnetonka Title Inc. \$ 46.00
		Deed:\$46.00 Mortgage:\$0.00	
\$ 5.00		Conservation Fee	to Minnetonka Title Inc.
\$ 85.00		State Deed Tax	to Hennepin County
		Recording of easements	to Hennepin County \$ 92.00
Payoffs			
Miscellaneous			
\$ 245.00	\$ 25,000.00	Subtotals	\$ 25,818.00
		Balance Due FROM	\$ 0.00
\$ 24,755.00		Balance Due TO	\$ 25,818.00
\$ 25,000.00	\$ 25,000.00	TOTALS	\$ 25,818.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Minnetonka Title Inc. to cause the funds to be disbursed in accordance with this statement.



 Jacob J. Barkley



 Maureen L. Barkley

City of Orono

BY: 

Jessica Loftus
 City Administrator



 Jane Lynn, Escrow Officer

(Reserved for Recording Data)

LIMITED WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

Dated: _____, 2016

FOR VALUABLE CONSIDERATION, **CITY OF ORONO**, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to **JACOB J. BARKLEY AND MAUREEN L. BARKLEY**, husband and wife, Grantees, real property in Hennepin County, Minnesota, described as follows:

Lot 2, Block 3, "Bay View Park", Hennepin County, Minnesota,
together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT:

- (a) Building and zoning laws, ordinances, state and federal regulations or other governmental regulations; and
- (b) Reservation of any minerals or mineral rights in the State of Minnesota.

Check box if applicable:

☒ The Grantor certifies that the Grantor does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

☐ We are familiar with the property described in this instrument and we certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Check here if all or part of the described real property is Registered (Torrens) ☒

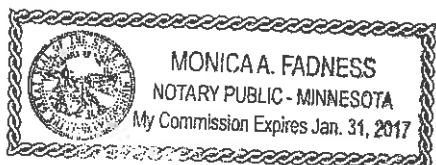
CITY OF ORONO

By: Lili Tod McMillan
Lili Tod McMillan, Mayor

By: Jessica Loftus
Jessica Loftus, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of March, 2016, by Lili Tod McMillan and by Jessica Loftus, the Mayor and City Administrator of the City of Orono, a Minnesota municipal corporation, on behalf of said corporation and pursuant to the authority granted by its City Council.



Monica A. Fadness
Notary Public

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone 651-452-5000
AMP/cjh

**Tax Statements for the real property
described in this instrument should be
sent to:**
Jacob J. Barkley and Maureen L. Barkley
3640 Bayside Road
Long Lake, Minnesota 55356

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

SELLER'S AFFIDAVIT

JESSICA LOFTUS, being first duly sworn, on oath says that:

1. She is the City Administrator for the City of Orono, a Minnesota municipal corporation, named as Grantor in that certain Limited Warranty Deed dated _____, 2016, and filed for record _____, 2016, as Document No. _____, in the Office of the Registrar of Titles for Hennepin County, Minnesota.

2. That said City's principal place of business is at:

City of Orono
2750 Kelley Parkway
Orono, Minnesota 55356

3. There have been no:

- a. Bankruptcy or dissolution proceedings involving the City of Orono during the time the City of Orono has had any interest in the premises described in the above document ("Premises");
- b. Unsatisfied judgments of record against the City of Orono nor any actions pending in any courts, which affect the Premises;
- c. Tax liens against the City of Orono.

4. Any bankruptcy or dissolution proceedings of record against companies with the same or similar names, during the time period in which the City of Orono has had any interest in the Premises, are not against the City of Orono.

5. Any judgments, or tax liens of record against company with the same or similar names are not against the City of Orono.

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises.

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document.

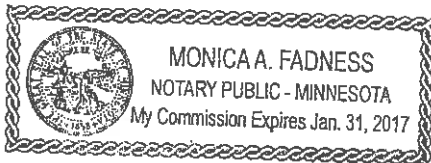
9. There are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing the passing of title to the Premises.

Jessica Loftus
Jessica Loftus

Subscribed and sworn to before me
this 10th day of March, 2016.

Monica A. Fadness
Notary Public



DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/cjh

[illegible]

Jessica Loftus
Jessica Loftus

Monica A. Fadness
Notary Public



SCENIC EASEMENT DECLARATION

THIS SCENIC EASEMENT DECLARATION ("**Declaration**") is made this 10th day of March, 2016, by Jacob J. Barkley and Maureen L. Barkley, as joint tenants (collectively, "**Declarant**").

WHEREAS, on or about the date hereof, Declarant purchased that certain real property located in Hennepin County, Minnesota, legally described on the attached Exhibit A (the "**Purchased Parcel**") from the City of Orono, a Minnesota municipal corporation (the "**City**");

WHEREAS, as a condition of the sale of the Purchased Parcel by the City to the Declarant, the City requires that the Declarant grant the City a scenic easement on the terms and conditions set forth herein; and

WHEREAS, Declarant is willing to grant such an easement to the City on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other valuable consideration the receipt of which is hereby acknowledged, Declarant declares, establishes, agrees and covenants as follows:

1. **Grant of Easement.** Subject to the terms and conditions herein, Declarant hereby grants and conveys to the City a perpetual scenic easement over the Purchased Parcel for the purpose of preserving the visibility of Stubbs Bay from Bayside Road, a public right-of-way, by limiting the permanent improvements and structures that may be erected, constructed, maintained, replaced or repaired on the Purchased Parcel to the following: private boat docks and other improvements and appurtenances related to such docks or in furtherance of the use of such docks. Any such docks, improvements and appurtenances shall be erected, constructed, maintained, repaired, and replaced in accordance with applicable ordinances, laws and governmental regulations governing or otherwise affecting the Purchased Parcel.

2. **Covenants Run With Land.** The terms and provisions of this Declaration shall run with the Purchased Parcel, and shall be binding upon and inure to the benefit of the Declarant, their successors and assigns, and the City, its successors and assigns.

3. **Rights Reserved.** Except for the rights expressly granted herein to the City, all rights in and to the Purchased Parcel are reserved to the Declarant, provided the Purchased Parcel shall be subject to ordinances, laws and governmental regulations governing or otherwise affecting the Purchased Parcel.

4. **Miscellaneous.**

A. **Governing Law.** This Declaration shall be governed in accordance with the laws of the State of Minnesota.

B. **Amendment and Waiver.** This Declaration may not be modified, waived or terminated except pursuant to an instrument in writing signed by the Declarant, their successors or assigns, and the City, its successors or assigns.

C. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of all or any portion of the Purchased Parcel to the general public or for any public use or purpose.

D. **Section Headings.** The section headings in this Declaration are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Declaration.

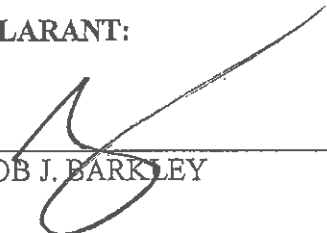
E. **Severability.** If any term of this Declaration or any application thereof is invalid or unenforceable, the remainder of the Declaration and any other application of such term shall not be affected thereby.

F. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of the Declaration.

[SIGNATURE PAGE(S) ATTACHED]

IN WITNESS WHEREOF, the undersigned executes this Declaration as of the date first above written.

DECLARANT:


JACOB J. BARKLEY


MAUREEN L. BARKLEY

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

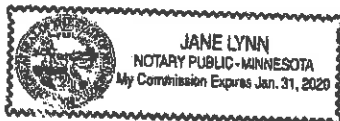
This instrument was acknowledged before me on the 10th day of March, 2016,
by JACOB J. BARKLEY.




Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

This instrument was acknowledged before me on the 10th day of March, 2016,
by MAUREEN L. BARKLEY.




Notary Public

EXHIBIT A

DESCRIPTION OF THE PURCHASED PARCEL

Lot 2, Block 3; Bay View Park, Hennepin County, Minnesota

This instrument was drafted by:
Best & Flanagan LLP (TGG)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402
(612) 341-9717

Hennepin County Auditor/Treasurer's Office
A600 Hennepin County Government Center
300 South Sixth Street
Minneapolis, Minnesota 55487

Re: Owners' Request to Combine Parcels

Dear Sir or Madam:

Jacob J. Barkley and Maureen L. Barkley, husband and wife, hereby request the Hennepin County Auditor/Treasurer's Office to combine legal descriptions of three contiguous parcels of land described on Exhibit A attached hereto pursuant to Minnesota Statutes Section 272.46.

Dated this 10th day of March, 2016

Very truly yours,



Jacob J. Barkley



Maureen L. Barkley

EXHIBIT A

Parcel 1 ("Residence Parcel")

Lot 1, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota.

AND

Parcel 2 ("Dock Parcel")

Lot 1, Block 3, Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows; Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "Line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

AND

Parcel 3 ("City Land")

Lot 2, Block 3, Bay View Park, Hennepin County, Minnesota.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 10th day of March, 2016, by and between Jacob J. Barkley and Maureen L. Barkley, as joint tenants (collectively, "Grantor"), James B. Seals and Victoria M. Seals, as joint tenants (collectively, "Seals"), and Mark R. McCutcheon and Jayme A. McCutcheon, as joint tenants (collectively, "McCutcheon"). Seals and McCutcheon are referred to herein, individually and collectively, as the "Grantees".

WHEREAS, Seals is the owner of certain real property located in Hennepin County, Minnesota, legally described on the attached Exhibit A (the "Seals' Property");

WHEREAS, McCutcheon is the owner of certain real property located in Hennepin County, Minnesota, legally described on the attached Exhibit B (the "McCutcheon's Property"), and the Seals' Property and the McCutcheon's Property is referred to herein collectively as the "Grantee's Property";

WHEREAS, Grantor is the owner of certain real property located in Hennepin County, Minnesota, legally described on the attached Exhibit C (the "Grantor's Property");

WHEREAS, Grantor's Property consists of three separate parcels of real property: (1) a parcel on which a house is located, which parcel lies north of Bayside Road; (2) a parcel lying southerly of Bayside Road and lying partly above and partly below the waterline of Stubbs Bay (the "Shoreline Parcel"); and (3) a small triangularly shaped parcel lying south of Bayside Road, but northerly of the Shoreline Parcel (the "Middle Parcel").

WHEREAS, the Shoreline Parcel and Middle Parcel are legally described on the attached Exhibit D;

WHEREAS, the west half of the Middle Parcel is subject to an easement for the benefit of Seals and Seals' Property for ingress and egress from Stubbs Bay and for the erection and maintenance of a small private dock, by virtue of Document No. T1154647, filed October 3, 1975 (the "Old Easement");

WHEREAS, the Middle Parcel is separated, in part, from the shore of Stubbs Bay by the Shoreline Parcel;

WHEREAS, until on or about the date hereof, the Shoreline Parcel was owed by the City of Orono, a Minnesota municipal corporation (the "City");

WHEREAS, on or about the date hereof, the Grantor purchased the Shoreline Parcel from the City;

WHEREAS, the Grantor granted the City a scenic easement over the Shoreline Parcel recorded with the Hennepin County Registrar of Titles on or about the date hereof (the "New

Scenic Easement") and Grantor's predecessor-in-interest previously granted the City a scenic easement over the Middle Parcel by virtue of Document No. T1144484, filed July 2, 1975 (the "Old Scenic Easement") (such scenic easements are collectively referred to herein as the "Scenic Easements");

WHEREAS, Grantees wish to obtain an easement from Grantor to have the right of ingress and egress from Stubbs Bay over a portion of the Shoreline Parcel and the Middle Parcel, and to place one or more docks on a portion of the Shoreline Parcel; and

WHEREAS, Grantor is willing to grant such an easement to Grantees on the terms and conditions set forth hereinafter.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and Grantees, it is agreed as follows:

1. **Grant of Easement.** Subject to the terms and conditions herein, Grantor hereby grants and conveys to Grantees the following easements:

- A. **Dock Easement.** A perpetual easement over the west half of the Shoreline Parcel (the "Dock Parcel") for purpose of ingress and egress from Stubbs Bay and for the purposes of erecting and maintaining one or more small, private boat docks (individually and collectively, a "Dock") on and upon the Dock Parcel for the exclusive benefit of the Grantee's Property (collectively, the "Dock Easement").
- B. **Access Easement.** A perpetual easement over, across and upon the Dock Parcel and the west half of the Middle Parcel for purposes of pedestrian ingress and egress between the public right-of-way for Bayside Road and the shore of Stubbs Bay and for purposes vehicular ingress and egress between the public right-of-way for Bayside Road and the shore of Stubbs Bay as may be necessary for constructing, installing, maintaining, repairing replacing, and utilizing a Dock (collectively, the "Access Easement").

The Dock Easement and the Access Easement shall be referred to herein, collectively and individually, as the "Easements" and the property subject to the Easements shall be referred to as the "Easement Property". The Easements shall be appurtenant to and for the exclusive benefit of Grantee's Property and shall be binding on, enforceable against, and burden Grantor's Property.

2. **Restrictions on Use of Easement Property.** Grantees agree that they shall use the Easement Property only for the purposes set forth in Section 1 above, and shall not store or dispose of any hazardous substances on the Easement Property, and shall not use the Easement Property in any manner inconsistent with the Scenic Easements or any ordinances, laws or governmental regulations governing or otherwise affecting the Easement Property. Grantees shall not alter the grade of the Easement Property in any way, and shall not place or construct structures on or within the Easement Property, except a Dock to the extent permitted by law and the Scenic Easements, and shall not install any permanent cover surface on the Easement Property without the prior written consent of the Grantor. Without limiting any of the

foregoing, Grantees acknowledge that the Old Scenic Easement purports to limit the right of McCutcheon to place a Dock on the Middle Parcel.

3. **Maintenance of the Easement Property.** Grantees shall keep any Dock and the Easement Property in a safe, slightly and well-maintained condition. Grantor and Grantees shall otherwise work cooperatively to maintain and landscape the Easement Property.

4. **Liability.** Except for the willful or negligent acts or omissions of the Grantor, the Grantees shall, jointly and severally, indemnify, defend and hold the Grantor harmless from any and all loss, costs, liability, damage, injury or expense, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury to or death of a person, damage to property, or claims of liens that are a direct result of work performed and/or materials or supplies furnished at any Grantee's request, arising out of or in connection with any Grantee's use of the Easement Property, or use of the Easement Property by the family members, guests, or invitees of any Grantee or trespassers.

5. **Duration.** The easement rights and obligations set forth herein shall be perpetual unless terminated by the mutual written consent of the parties hereto, or their successors in interest.

6. **Taxes.** Owners of the Seals' Property shall pay one-quarter of the annual real estate taxes and assessments on the Shoreline Parcel and the Middle Parcel. Owners of the McCutcheon's Property shall pay one-quarter of the annual real estate taxes and assessments on the Shoreline Parcel and the Middle Parcel.

7. **Effect on the Old Easement.** The Old Easement shall remain in effect except to the extent of any conflicts between this Agreement and the terms of the Old Easement. This Agreement shall govern to the extent of any such conflicts.

8. **Effect on Scenic Easements.** This Agreement shall be subject to the Scenic Easements and the Scenic Easements shall govern to the extent of any such conflicts.

9. **No Representations or Warranties.** Grantor makes no representations or warranties whatsoever that: (i) the Dock Parcel abuts Stubbs Bay without any gaps, gores or intervening strips of land or that the Easements provide legal access to Stubbs Bay from a public right-of-way; (ii) that the Dock Parcel abuts the west half of the Middle Parcel without any gaps, gores or intervening strips of land; (iii) that there is a legal right of ingress and egress between the west half of the Middle Parcel and a public right-of-way; and (iv) that any Dock may be erected and maintained on the Easement Property in accordance with applicable ordinances, law and governmental regulations, and the Scenic Easements.

10. **Rights Reserved.** Except for the rights expressly granted herein to Grantee, all rights in and to the Easement Property are reserved to Grantor.

11. **Miscellaneous**

A. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Minnesota.

B. **Amendment and Waiver.** This Agreement may not be modified, waived or terminated except pursuant to an instrument in writing signed by the parties hereto, or their successors or assigns in interest.

C. **Entire Agreement.** The parties hereto acknowledge and represent that there are no other agreement or understanding with respect to the easements and rights described in this Agreement.

D. **Covenants Run With Land.** The terms and provisions of this Agreement shall run with the Grantor's Property and the Grantee's Property, and shall be binding upon and inure to the benefit of Grantor and Grantees and their successors and assigns.

E. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or declaration of all or any portion of the Easements hereby created to the general public.

F. **Section Headings.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

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

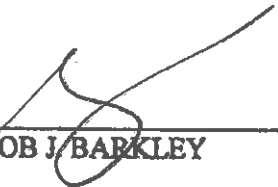
H. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

I. **Counterparts.** This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

[SIGNATURE PAGE(S) ATTACHED]

IN WITNESS WHEREOF, Grantor and Grantees have caused this Agreement to be executed as of the date and year first written above.

GRANTOR



JACOB J. BARKLEY



MAUREEN L. BARKLEY

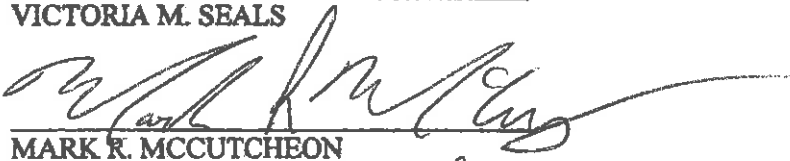
GRANTEES



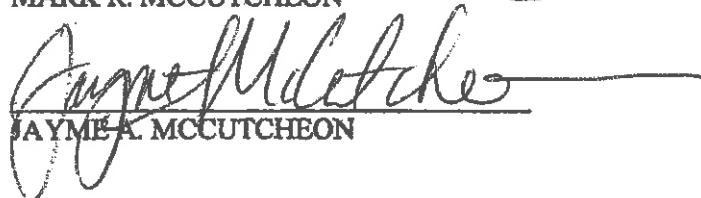
JAMES B. SEALS



VICTORIA M. SEALS



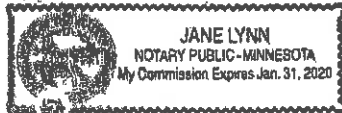
MARK R. MCCUTCHEON



JAYME A. MCCUTCHEON

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

This instrument was acknowledged before me on the 10th day of March, 2016
by JACOB J. BARKLEY.



Jane Lynn
Notary Public

STATE OF MINNESOTA)
COUNTY OF _____) SS:

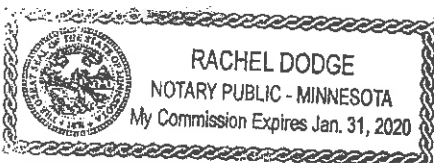
This instrument was acknowledged before me on the 10th day of March, 2016
by MAUREEN L. BARKLEY.



Jane Lynn
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

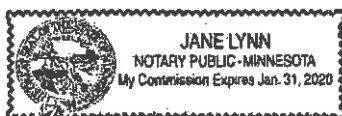
This instrument was acknowledged before me on the 10th day of March, 2016
by JAMES B. SEALS.



Rachel Dodge
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

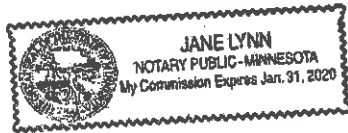
This instrument was acknowledged before me on the 10th day of March, 2016
by VICTORIA M. SEALS.



Jane Lynn
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

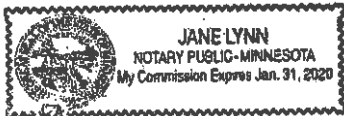
This instrument was acknowledged before me on the 10th day of MARCH, 2016
by MARK R. MCCUTCHEON.



Jane Lynn
Notary Public

STATE OF MINNESOTA)
COUNTY OF Hennepin) SS:

This instrument was acknowledged before me on the 10th day of MARCH, 2016
by JAYME A. MCCUTCHEON.



Jane Lynn
Notary Public

EXHIBIT A

DESCRIPTION OF SEALS' PROPERTY

Lot 4, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota

EXHIBIT B

DESCRIPTION OF MCCUTCHEON'S PROPERTY

Lot 3, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota

EXHIBIT C

DESCRIPTION OF GRANTOR'S PROPERTY

Lot 1, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota.

Lot 1, Block 3; Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

Lot 2, Block 3; Bay View Park, Hennepin County, Minnesota

EXHIBIT D

DESCRIPTION OF THE SHORELINE PARCEL AND THE MIDDLE PARCEL

Shoreline Parcel

Lot 2, Block 3; Bay View Park, Hennepin County, Minnesota.

Middle Parcel

Lot 1, Block 3; Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

This instrument was drafted by:
Best & Flanagan LLP (TGG)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402
(612) 341-9717

Minnetonka Title Inc.
ALTA Universal ID 1045917
15550 Wayzata Blvd., Ste. 100
Wayzata, MN 55391-1939

File No./Escrow No.: MT159337B
Print Date & Time: March 8, 2016 at 03:48 PM
Officer/Escrow Officer: Jane Lynn
Settlement Location: 15550 Wayzata Blvd, Wayzata, MN 55391
Property Address: 3640 Bay View
Orono, MN 55356
Borrower: City of Orono
Seller: Jacob J. Barkley and Maureen L. Barkley
Lender:
Settlement Date: March 10, 2016
Disbursement Date: March 10, 2016

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
Financial				
Prorations/Adjustments				
\$ 134.88		County Taxes 01/01/16 to 03/10/16		\$ 134.88
Loan Charges to				
Other Loan Charges				
Impounds				
Title Charges & Escrow / Settlement Charges				
\$ 200.00		Title - document drafting/disbursement to Minnetonka Title Inc.		
		Title - Abstracting Service Fee to Minnetonka Title Inc.	\$ 200.00	
		Title - Exam Fee to Minnetonka Title Inc.	\$ 75.00	
		Title - Special Assessment Service Fee to Minnetonka Title Inc.	\$ 35.00	
\$ 30.00		Title - recording service fee to Minnetonka Title Inc.		
		Title - Recording Service Fee to Minnetonka Title Inc.	\$ 30.00	
Government Recording and Transfer Charges				
\$ 46.00		Recording Fees to Minnetonka Title	\$ 46.00	

ALTA Settlement Statement Combined - Continued

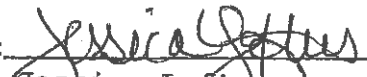
Seller		Borrower/Buyer	
Debit	Credit	Debit	Credit
			Inc.
			Deed:\$46.00 Mortgage:\$0.00 Release:\$46.00
\$ 5.00			Conservation Fee to Minnetonka Title
			Inc.
\$ 1.70			State Deed Tax to Hennepin County
Payoffs			
Miscellaneous			
\$ 60.00			Payoff Processing Fee to Minnetonka Title
			Inc.
\$ 477.58	\$ 0.00	\$ 386.00	\$ 134.88
	\$ 477.58		\$ 251.12
\$ 477.58	\$ 477.58	\$ 386.00	\$ 386.00
			Subtotals
			Balance Due FROM
			TOTALS

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Minnetonka Title Inc. to cause the funds to be disbursed in accordance with this statement.

City of Orono

BY:


 Jessica Loftus
 City Administrator


 Jacob J. Barkley


 Maureen L. Barkley


 Jane Lynn, Escrow Officer

LIMITED WARRANTY DEED
Individual(s) to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.2.3 (2013)

eCRV number:

☒ Total consideration is less than \$500.00

DEED TAX DUE: \$ 1.70

DATE: March 10, 2016

FOR VALUABLE CONSIDERATION,

Jacob J. Barkley and Maureen L. Barkley, husband and wife, ("Grantor"),

hereby conveys and quitclaims to

City of Orono,

a Municipal Corporation under the laws of Minnesota, ("Grantee"),

real property in HENNEPIN County, MINNESOTA legally described as follows:

SEE ATTACHED EXHIBIT A

☒ Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property,
EXCEPT:

Restrictions, declarations, covenants, reservations and easements of record, if any

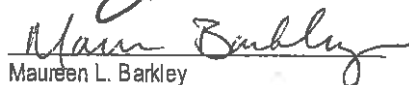
Check applicable box:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document or has been electronically filed. If electronically filed, insert WDC number: _____
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor



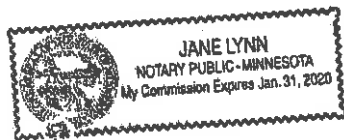
Jacob J. Barkley



Maureen L. Barkley

State of MINNESOTA, County of HENNEPIN

This instrument was acknowledged before me on March 10, 2016, by
Jacob J. Barkley and Maureen L. Barkley, husband and wife



THIS INSTRUMENT WAS DRAFTED BY:
Minnetonka Title Inc.
15550 Wayzata Blvd., Ste. 100
Wayzata, MN 55391-1939
(952)473-4331
File No. MT159337B

Jane Lynn
Title (and Rank): 1-31-2020
My commission expires: _____

TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

City of Orono
2750 Kelley Parkway
Orono, MN 55356

EXHIBIT A

Lot 16, Block 1, Bay View Park,
which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A",
said "Line A" being described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117
North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet;
thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "line A"; thence deflecting right
180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central
angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter
of the Southeast Quarter of said Northwest Quarter, and there ending.

CERTIFICATION REGARDING
"FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT"

SECTION 1445, INTERNAL REVENUE CODE

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, I, Jacob J. Barkley, Maureen L. Barkley certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation.
2. My U.S. taxpayer identifying number is 477-02-9155 472-98-1015
My home address is 3640 Bayside Rd.
Orono, MN 55356

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Dated: March 10, 2016

Jacob J. Barkley

Seller

Maureen L. Barkley

Seller

STATE OF MINNESOTA
COUNTY OF HENNEPIN

)
)ss. AFFIDAVIT REGARDING PURCHASER
)

JESSICA LOFTUS, being first duly sworn, on oath says that:

1. She is the City Administrator for the City of Orono, a Minnesota municipal corporation ("City"), named as Grantee in the Limited Warranty Deed dated _____, 2016, and filed for record in the office of the Hennepin County Registrar of Titles on _____, 2016, as Torrens Document No. _____.

2. The City is a Minnesota municipal corporation with its place of business at:

City of Orono
2750 Kelley Parkway
Orono, Minnesota 55356

3. There have been no:

- a. Bankruptcy or dissolution proceedings involving the City during the time the City has had any interest in the premises described in the above document ("Premises");
- b. Unsatisfied judgments of record against the City nor any actions pending in any courts, which affect the Premises;
- c. Tax liens against the City, except as herein stated: None.

4. Any bankruptcy or dissolution proceedings of record against parties with the same or similar names, during the time period in which the City has had any interest in the Premises, are not against the City.

5. Any judgments, or tax liens of record against parties with the same or similar names are not against the City.

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein: None.


8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein: None.

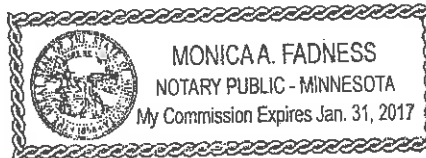
9. There are no encroachments or boundary line questions affecting the Premises of which Affiant has knowledge.

Affiant knows the matters herein stated are true and makes this Affidavit for the purpose of inducing the acceptance of title to the Premises.


Jessica Loftus

Subscribed and sworn to before me
this 10th day of March, 2016.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/cjh

PARTIAL RELEASE OF MORTGAGE

ACCOUNT NUMBER # 3260017140

WHEREAS, On October 16, 2015, Jacob J Barkley and Maureen L Barkley duly executed a mortgage to Associated Bank, N.A. to secure the payment of the sum of \$620,000.00 dollars, which said mortgage was on October 27, 2015, duly recorded in the office of the Register of Deeds, in and for Hennepin County, in the State of Minnesota, Document No. T05301788, and which said mortgage covered, with other property, the premises hereinafter described; and whereas Associated Bank, N.A. the present owner and holder of said mortgage has been requested to release from the lien of said mortgage, the property hereinafter described;

NOW, therefore, in consideration of the sum of \$0.00, to it paid by borrower the Associated Bank, N.A. hereby releases from lien and the operation of said mortgage the following portion of said mortgage premises, to-wit: that certain PID # 0511723240023 of land lying and being in the County of Hennepin, and State of Minnesota, known and described as follows, viz:

Lot 16, Block 1, Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.
PID # 0511723240023

The said Associated Bank, N.A. retains its lien upon the balance of the premises (not heretofore released) described in said mortgage to secure the principal sum unpaid, to-wit: \$615,818.31 dollars, with all interest on the same remaining unpaid, according to the terms and conditions of said mortgage.

In Witness Whereof, the said Associated Bank, N.A. has caused these presents to be signed by Peter C. Laux, Assistant Vice President – Asset Recovery Manager and Jerry L Ferkey, Assistant Vice President – Loss Mitigation Manager, at Stevens Point, Wisconsin on March 8, 2016.

Associated Bank, N.A.

Peter C Laux

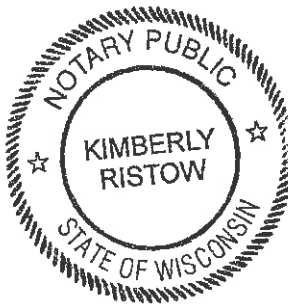
BY: Peter C Laux
ITS: Assistant Vice President – Asset
Recovery Manager

Jerry L Ferkey

BY: Jerry L Ferkey
ITS: Assistant Vice President – Loss
Mitigation Manager

STATE OF WISCONSIN)
)SS
COUNTY OF PORTAGE)

PERSONALLY, came before me, March 8, 2016, Peter C Laux; Assistant Vice President – Asset Recovery Manager and Jerry L Ferkey, Assistant Vice President – Loss Mitigation Manager, known to be authorized officers, and acknowledge that they executed the foregoing instrument as such authorized officers, by its authority.



Kimberly Ristow

Kimberly Ristow
Notary Public, State of Wisconsin
My Commission Expires 11/19/19

THIS INSTRUMENT DRAFTED BY:
Nathan Schnell
Associated Bank
1305 Main Street
Stevens Point WI 54481

WHEN RECORDED RETURN TO:
ASSOCIATED BANK
ATTN: RECORDS
1305 MAIN STREET
STEVENS POINT WI 54481

PARTIAL RELEASE OF MORTGAGE

ACCOUNT NUMBER # 3260017140

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In Witness Whereof, the said Associated Bank, N.A. has caused these presents to be signed by Peter C. Laux, Assistant Vice President – Asset Recovery Manager and Jerry L Ferkey, Assistant Vice President – Loss Mitigation Manager, at Stevens Point, Wisconsin on March 8, 2016.

Associated Bank, N.A.

Peter C Laux

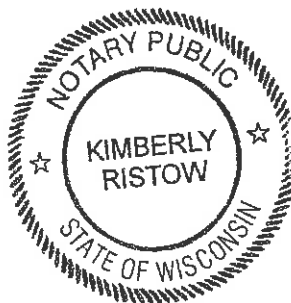
BY: Peter C Laux
ITS: Assistant Vice President – Asset
Recovery Manager

Jerry L Ferkey

BY: Jerry L Ferkey
ITS: Assistant Vice President – Loss
Mitigation Manager

STATE OF WISCONSIN)
)SS
COUNTY OF PORTAGE)

PERSONALLY, came before me, March 8, 2016, Peter C Laux; Assistant Vice President – Asset Recovery Manager and Jerry L Ferkey, Assistant Vice President – Loss Mitigation Manager, known to be authorized officers, and acknowledge that they executed the foregoing instrument as such authorized officers, by its authority.



Kimberly Ristow

Kimberly Ristow
Notary Public, State of Wisconsin
My Commission Expires 11/19/19

THIS INSTRUMENT DRAFTED BY:
Nathan Schnell
Associated Bank
1305 Main Street
Stevens Point WI 54481

WHEN RECORDED RETURN TO:
ASSOCIATED BANK
ATTN: RECORDS
1305 MAIN STREET
STEVENS POINT WI 54481