

Jeremy Barnhart

From: Jacob Barkley
Sent: Monday, December 14, 2015 9:53 AM
To: Jeremy Barnhart; Jacob Barkley
Subject: Bayside Road Property

Jeremy -

I wanted to drop you a quick note so that you could have this in writing for your meeting tonight.

You and the council should know that we have met with the owners of Lot 3 and Lot 4 Riedel Blk 1; and they both are in agreement and support our proposed transaction. They are the neighbors with whom we currently share a dock and whom have easement over Lot 16 Blk 3 and Lot 1 Blk 3 respectively. They will both benefit from all the same easements in the future, "post-transaction."

Please feel free, as always, to call or email with any questions or concerns.

Thanks in advance for your work on this matter.

Best Regards,
Jake Barkley

Jake Barkley
612.598.9895



December 10, 2015

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

Re: Application to Purchase City-Owned Parcel Adjacent to Stubbs Bay

Mr. Barnhart:

This is a follow-up to my December 3, 2015 letter to you regarding my purchase of the Subject Property (as referred to in my earlier letter). After I sent my earlier letter, you suggested that the City would favor the small, neighboring parcel of land I own – with PIN 05-117-23-24-0023 (the “Small Parcel”) – also being part of this transaction. If I transferred the Small Parcel to the City, it would help the City further resolve the confusing title issues in the area. It would also eliminate the problem of the Small Parcel breaking up the City’s contiguous ownership of all the land in the boxed area shown on the attached map, bordered by Stubbs Bay and the Park Street and Bayside Road rights-of-way.

Upon considering the matter, I am agreeable to transferring the Small Parcel to the City, in addition to granting the easements referred to in my December 3rd letter, provided the City accepts my \$25,000 offer for the Subject Property. I am willing to convey the Square Parcel to the City, without separate compensation, because it furthers the mutual objective the City, my neighbor and I have with this transaction – to bring clarity to the ownership, access and title issues in this area near Stubbs Bay.

Please let me know if you have any questions or need further information.

Sincerely,

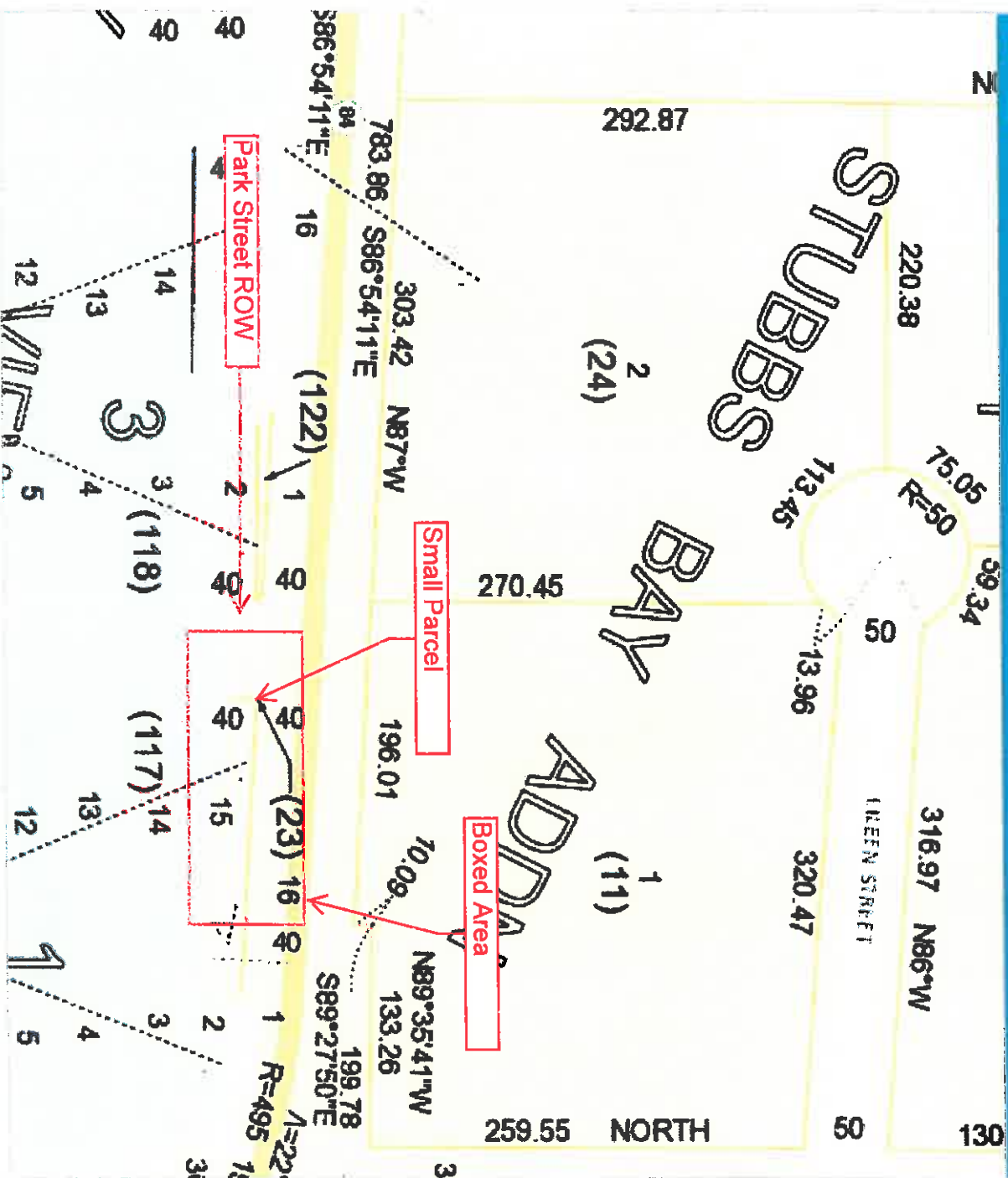
Jake Barkley
612.598.9895

Enclosures: Map



Interactive
Maps

Property
Map



NOTES:

Map Scale: 1" = 100 ft.

EXHIBIT to
DEC. 10th
Letter

December 3, 2015

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

Re: Application to Purchase City-Owned Parcel Adjacent to Stubbs Bay

Mr. Barnhart:

As was discussed at the November 23, 2015 City Council meeting, I am applying to purchase a City-owned parcel adjacent to Stubbs Bay. This letter provides information on the parcel I want to purchase, the offered purchase price and the easements I will grant to a neighbor and the City in connection with the purchase.

Parcel to Be Purchased.

The parcel I am seeking to purchase is legally described as Lot 2, Block 3, Bay View Park and is labelled on the attached lot map (Exhibit A). Most of this lot is underwater. The approximate portion of the Lot currently above water is the sliver of land labeled as the "Subject Property" on the tax-parcel map attached as Exhibit B. As you may recall, I own the adjacent parcel of land to the north, which is identified on this tax-parcel map as the "Adjacent Parcel".

I am proposing to purchase all of this Lot 2, not just the portion above water, for two reasons: (1) to avoid the need to develop a metes and bounds legal description for where this Lot meets the water's edge of Stubbs Bay; and (2) to avoid a future scenario where a fall in the lake level would cause the parcel I purchase from the City to no longer abut the shoreline – the same problem I am seeking to solve with this purchase. Moreover, given the scenic easement I am willing to grant the City over all of Lot 2 (described below), the City is assured I will not use any portion of Lot 2, which may in the future be above the waterline, for any purpose other than having a dock.

This Lot 2 is subject to Certificate of Title No. 487505 (Exhibit C). The state acquired the property in 1937 by tax forfeiture. The City acquired the property from the state in 1979 by deed (Exhibit D). As we have discussed, the restrictive covenants associated with that deed expired under Minnesota Statute 282.01.

Offered Purchase Price.

I am willing to pay the City \$25,000 for Lot 2. I arrived at this number by looking at the current estimated market value (according to the Hennepin County Assessor) of the Adjacent Parcel, which is \$25,000. The Adjacent Parcel and the portion of Lot 2 above water are approximately

December 3, 2015

Page 2

the same size (617 sq. ft. and 615 sq. ft., respectively) with approximately the same dimensions, again according to the Hennepin County Assessor. The use of the market value of the Adjacent Parcel as a comparable seems a fair, efficient and reasonable way to arrive at the purchase price for Lot 2, particularly given that I will be granting the easements described below and returning Lot 2 to the tax roll.

Easements to Be Granted.


In connection with the purchase, I am proposing to grant two easements over Lot 2. The first will be a scenic easement granted to the City limiting the improvements on the Lot to a dock and dock-related improvements. I have attached a proposed form of scenic easement (Exhibit E).

The second easement is to my neighbor James and Valerie Seals who live at 3620 Eileen Street. This easement's purpose is to provide the Seals the right to have a dock on the west half of Lot 2. I am doing this because the Seals are largely in the same position I am. By virtue of Document 1154647 (Exhibit F), the Seals have the right to install a dock on the west half of the Adjacent Parcel.

I have attached a draft of the easement document for the Seals. (Exhibit G) I have spoken with Victoria Seals and she is supportive of the idea. (Note, based on my property records research, no party other than the Seals have a dock easement over the Adjacent Parcel.)

I would like to get this matter on the agenda for the December 14, 2015 City Council meeting. Please let me know if you have any questions about my application or need any additional information to from me. I look forward to hearing from you.

Sincerely,



Jake Barkley
612.598.9895

Enclosures: Lot Map (Exhibit A)
Tax-Parcel Map (Exhibit B)
Certificate of Title for Lot 2 (Exhibit C)
State Deed (Exhibit D)
Draft Easement to the City (Exhibit E)
Document 1154647 (Exhibit F)
Draft Easement to the Seals (Exhibit G)

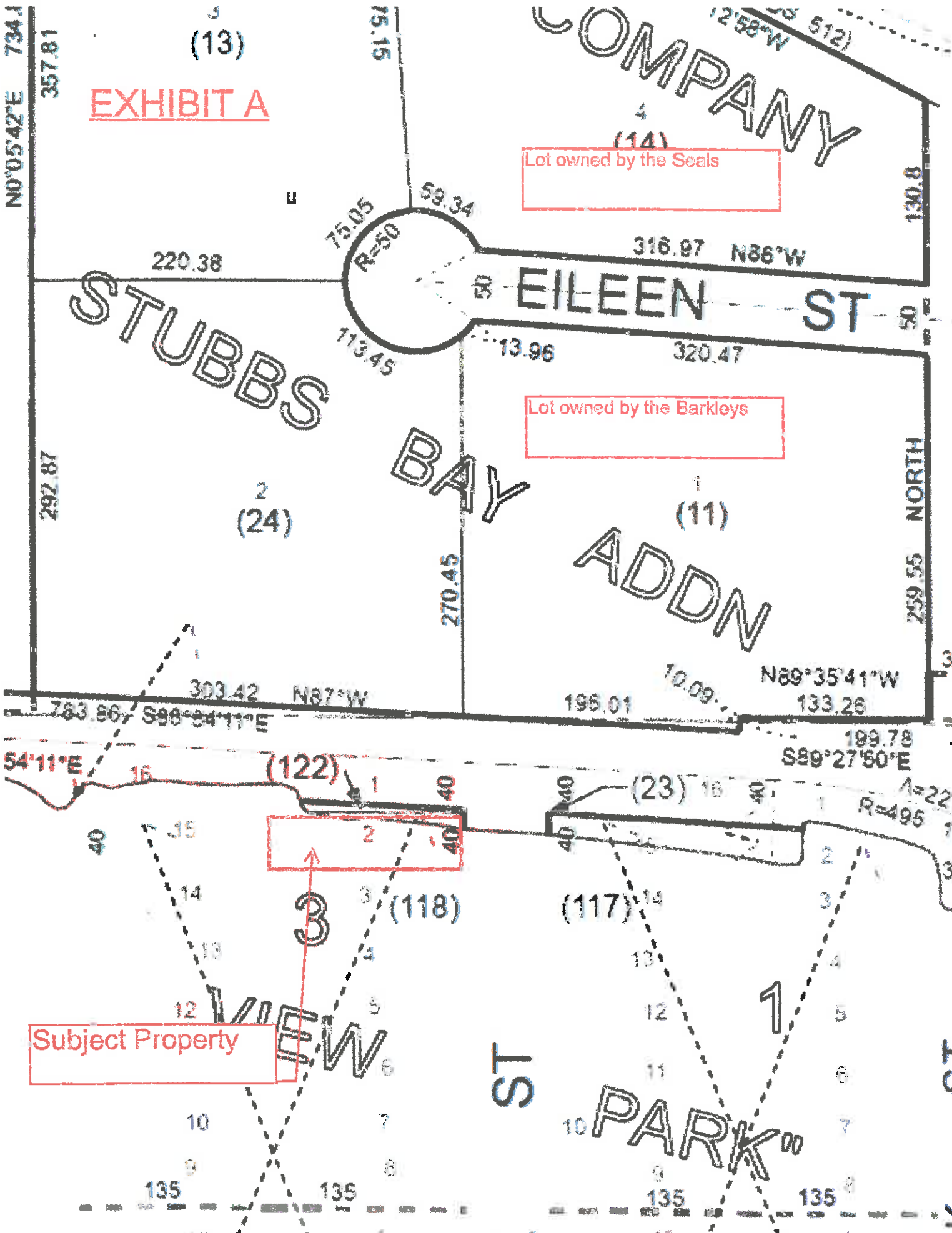


EXHIBIT A

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**

EXHIBIT A

DESCRIPTION OF GRANTEE'S PROPERTY

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

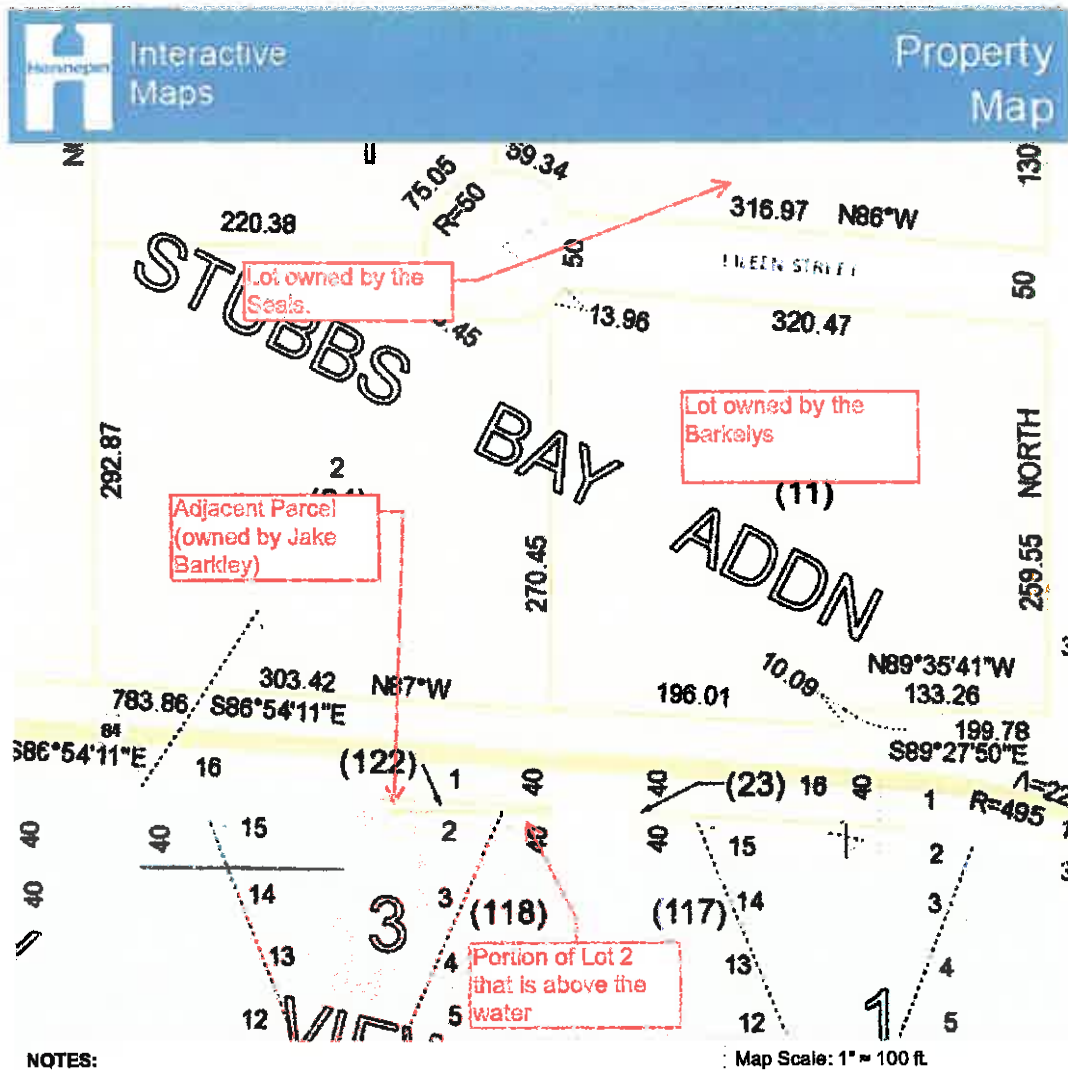


EXHIBIT B

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 C

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

Certificate of Title

EXHIBIT C

Certificate Number: 487505

Transfer from: **275578**

Originally registered December 4, 1911 Volume: 19, Certificate No: 6039, District Court No: 854

State of Minnesota

County of Hennepin

}

S.S.

Registration

This is to certify that

Minnetonka Land and Improvement Company a Minnesota Corporation , whose address is Minnesota

is now the owner of an estate in fee simple

In the following described land situated in the County of Hennepin and State of Minnesota:

Lots 1, 2, 3, 4, 13, 14 and 15, Block 1;

Lots 2, 3, 4, 14 and 15, Block 3;

Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 5,

All in "Bay View Park".

Subject to the interests shown by the following memorials and to the following rights or encumbrances set forth in Minnesota statutes

chapter 508, namely:

1. Liens, claims, or rights arising under the laws or the Constitution of the United States, which the statutes of this state cannot require to appear of record;
2. Any real property tax or special assessment for which a sale of the land has not been had at the date of the certificate of title;
3. Any lease for a period not exceeding three years, when there is actual occupation of the premises under the lease;
4. All rights in public highways upon the land;
5. Such right of appeal or right to appear and contest the application as is allowed by law;
6. The rights of any person in possession under deed or contract for deed from the owner of the certificate of title;
7. Any outstanding mechanics lien rights which may exist under sections 514.01 to 514.17.

Memorials				
Document Number	Document Type	Date of FilingMonth Day, Year Time	Amount	Running in Favor Of
T133493	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 1, B 1, sd Park
T133494	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 2, B 1, sd Park
T133495	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 3, B 1, sd Park
T133496	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 4, B 1, sd Park
T133497	Tax Certificate	Jun 18, 1937 11:30 AM		Stte of Minn. L 13, B 1, sd Park
T133498	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 14, B 1, sd Park
T133499	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 15, B 1, sd Park
T133502	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 2, B 3, sd Park
T133503	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 3, B 3, sd Park

T133504	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 4, B 3, sd Park.
T133505	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 14, B 3, sd Park
T133506	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 15, B 3, sd Park
T133510	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 3, B 5, sd Park.
T133511	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 4, B 5, sd Park.
T133512	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 5, B 5, sd Park.
T133513	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 6, B 5, sd Park.
T133514	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 7, B 5, sd Park.
T133515	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 8, B 5, sd Park.
T133516	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 9, B 5, sd Park.
T133517	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 10, B 5, sd Park.
T133518	Tax Certificate	Jun 18, 1937 11:30 AM		State of Minn. L 11, B 5, sd Park.
T1335103	State Deed	Jun 22, 1979 12:00 PM		The City of Orono, a Government Subdivision to be used exclusively for park & recreation.
T4545283	Highway Plat	Nov 17, 2008 3:00 PM		Hennepin County State Aid Highway Number 84, Plat 91. As directed by Resolution Doc No 979240.

Indexes Verified through 9/17/2015



In Witness Whereof, I have hereunto subscribed my name and
affixed the seal of my office this 24th day of January, 1973.

Wayne A. Johnson

Registrar of Titles,

In and for the County of Hennepin and State of Minnesota.

1335/103

4481343

STATE OF MINNESOTA
DEPARTMENT OF REVENUE
CONVEYANCE OF FORFEITED LANDS

Issued pursuant to Minnesota Statutes, Section 282.01, Subdivision 1.

THIS INDENTURE, made this 13th day of April, 1979, between the State of Minnesota as party of the first part, and The City of Drono, a Governmental Subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota for the nonpayment of taxes, and,

WHEREAS, Pursuant to Minnesota Statutes, Section 282.01, Subdivision 1, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for park and recreation, and,

WHEREAS, the Board of County Commissioners of the County of Hennepin, State of Minnesota has recommended to the Commissioner of Revenue by resolution adopted on the 6th day of February, 1979, that such conveyance be made, subject to the conditions hereinafter made,

NOW, THEREFORE, The State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant, bargain, sell and convey unto the party of the second part, forever, all the tracts or parcels of land lying and being in the County of Hennepin, State of Minnesota, described as follows, to-wit:

- | | |
|---|--|
| Block 4
Baldur Park
38-41860-5800 | Lot 4, Block 7
Crystal Bay View
38-42180-3850 |
| Lots 1 to 15 incl.
Block 1
Bay View Park
38-41920-100 to 1500 | Lot 5, Block 7
Crystal Bay View
38-42180-3900 |
| Lots 1 to 15 incl.
Block 2
Bay View Park
38-41920-1700 to 3100 | Lot 3, Block 5
Forest Lake Park
38-42260-4800 |
| Lots 2 to 15 incl.
Block 3
Bay View Park
38-41920-3300 to 4500 | Lot 4, Block 5
Forest Lake Park
38-42260-5000 |
| Lots 1 to 15 incl.
Block 4
Bay View Park
38-41920-4800 to 6200 | Lot 5, Block 5
Forest Lake Park
38-42260-5200 |
| Lots 3 to 13 incl.
Block 5
Bay View Park
38-41920-6500 to 7500 | Lot 67
Highwood, Lake Minnetonka
38-42300-6600 |
| Lots 1 to 15 incl.
Block 6
Bay View Park
33-41920-7900 to 9300 | |

C. W. FILED ☐ NOT REQ. ☒

JUN 28 1979
BY L. Hegli

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purposes aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law. No Deed Tax will be payable on this conveyance.

IN TESTIMONY WHEREOF, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In Presence of:

Carolyn Crawford
Patricia Zentzis

STATE OF MINNESOTA
CLYDE E. ALLEN, JR.
Commissioner of Revenue

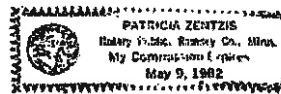
By: *Dennis D. Cimo*

STATE OF MINNESOTA }
County of Ramsey } ss.

On this 13th day of April, 1979, before me personally appeared DENNIS J. ERMO, Assistant Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

THIS INSTRUMENT WAS DRAFTED BY
THE COMMISSIONER OF REVENUE
STATE OF MINNESOTA
DEPARTMENT OF REVENUE
ST. PAUL, MINNESOTA 55145

Patricia Zentzis



Tax Statements for Real Property
described herein shall be sent to:

NAME OF GRANTEE	
ADDRESS OF GRANTEE	
CITY	STATE ZIP CODE
COUNTY TAXPAYER'S NAME	
TAXPAYER'S ADDRESS	
NAME OF MTD. CO. - IF ESCROW	
LOAN NUMBER	

No delinquent taxes
and transfer entered
FINANCE DIVISION
HENNEPIN COUNTY, MINN.

JUN 22 1979

James D. Schaefer

FINANCE DIVISION DIRECTOR
BY *O. P. Karkhan* DEPUTY
This certificate does not relate to taxes
for the current year 1979 which must
or may not be paid.

STATE DEED TAX DUE
HEREON \$ EXEMPT

59112-180
119417-388
487505-1615
JUN 25 79 1 34 3

RETURN TO
TORRENS DEPT.
4481343 156753

Tax statements for the real property described in this instrument should be sent to:

Name: The City of Orono

Address: c/o Walter R. Benson,
City Administrator
Orono, Minnesota 55854

RETURN TO
TORRENS DEPT.

OFFICE OF COUNTY CLERK
HENNING COUNTY, MINNESOTA
CERTIFIED FILED AND AS
RECORDED

1979 JUN 25 AM 8:03

AS DOCUMENT 4481343
CO. RECORDER
DEPUTY

THIS DOCUMENT IS RECORDED
ON BOTH ABSTRACT
AND TORRENS PROPERT

REC FEE 3
COPY FEE 25

RETURN TO
TORRENS DEPT.

RETURN TO
TORRENS DEPT.

1335103

REGISTERED VOL. 137. PAGE 59112

59112-187

119417-328

487505-1615

REGISTERED VOL. 338. PAGE 119417

EXEMPTED VOL. 1415. PAGE 457505

OFFICE OF THE REGISTRAR
OF TITLES 66
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

JUN 22 1979

John J. [Signature] 12
REGISTRAR OF TITLES
DEPUTY

925 cc

EXHIBIT E

SCENIC EASEMENT DECLARATION

THIS SCENIC EASEMENT DECLARATION ("**Declaration**") is made this ____ day of _____, 201__, 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)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by JACOB J. BARKLEY.

Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by MAUREEN L. BARKLEY.

Notary Public

1154647

EXHIBIT F

Warranty Deed.
Corporation to Individual.

Town # 52222

Form No. 7-M. 5-9-57

Miller-Davis Co., Minneapolis, Minn.
Minnesota Uniform Conveyancing Blanks (1931).

1154647

This Indenture, Made this 3rd day of October, 1975,
between J. P. Riedel and Company, a partnership consisting of John P. Riedel, O. B.
Gilbertson, Arnold G. Gilbertson and Charles M. Spear

Partnership
a corporation under the laws of the State of Minnesota, party of the first part, and
Vincent K. Burnhart

of the County of Hennepin and State of Minnesota
part 1 of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of
one dollar and other valuable consideration to it in hand paid by the said part 1 of the second part, the receipt whereof is hereby acknowledged,
does hereby Grant, Bargain, Sell, and Convey unto the said part 1 of the second part, his
heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of
Hennepin and State of Minnesota, described as follows, to-wit:

Lot 4, Block 1, Riedel Company Stubbs Bay Addition, according to the plat thereof on file
or of record in the office of the Registrar of Titles in and for said Hennepin County.

Together with an easement for the exclusive benefit of the owners of said Lot 4, Block
1, Riedel Company Stubbs Bay Addition for ingress to and egress from Stubbs Bay and the
erection and maintenance of one small, private dock over the following described
property:

The West 1/2 of Lot 1, Block 3, Bay View Park, according to the recorded plat
thereof, 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.

Subject to a SCENIC EASEMENT in favor of the City of Orono by Quit Claim Deed dated
June 3, 1975 and filed July 2, 1975 as Doc. No. 1144484.

Grantee agrees to pay 1/2 of the yearly real estate taxes on Lot 1, Block 3, Bay
View Park.

Subject to utility easement as shown on the Plat.

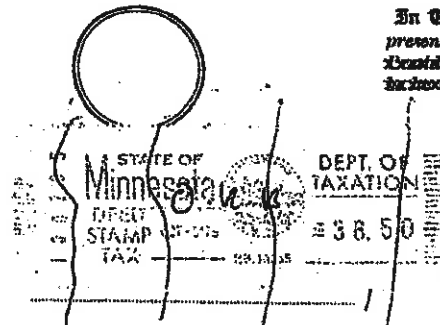
To Have and to Hold the Same, Together with all the hereditaments and appurtenances therunto
belonging, or in anywise appertaining, to the said part 1 of the second part, his
heirs and assigns, Forever. And the said J. P. Riedel and Company, a partnership consisting of John P.
Riedel, O. B. Gilbertson, Arnold G. Gilbertson and Charles M. Spear
party of the first part, for itself and its successors, does covenant with the said part 1 of the second
part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and
has good right to sell and convey the same in manner and form aforesaid, and that the same are free
from all incumbrances except as above stated.

Tax Statements for Real Property described herein, Lot 4, Block 1, Riedel Company Stubbs
Bay Addition should be sent to Vincent K. Burnhart, 2022 Lake Rd, Wayzata, Mn. 55391

State deed tax due hereon \$38.50

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the
said part 1 of the second part, his heirs and assigns, against all persons lawfully claiming or
to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said
party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these
present to be executed in its corporate name by one of its
Constituent Partners, and its corporate seal to
be hereunto affixed the day and year first above written.



J. P. Riedel and Company
By Charles M. Spear
Charles M. Spear - Partner
His
Witness

STATE DEED TAX DUE

38.50

1154647

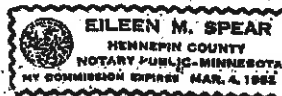
State of Minnesota,

County of Hennepin } ss.
 On this 3rd day of October, 1975, before me, a
 Notary Public within and for said County personally appeared
 Charles M. Spear, who, being sworn by me duly sworn, he did say that he is one of the partners of the partnership named in the foregoing instrument, and that the instrument was signed and sealed in behalf of said partnership by authority of the partners and said Charles M. Spear acknowledged said instrument to be the free act and deed of said partnership.

Eileen M. Spear
 Notary Public, Hennepin County, Minn.

My commission expires 19

This Instrument was drafted by
 Charles M. Spear, attorney at law
 5037 Richmond Dr.
 Edina, Mn. 55436



CIF. NO. 522724 1154647
 Registered Vol. 1731 Page 522333
 11/25/75

OFFICE OF REGISTRAR OF TITLES
 STATE OF MINNESOTA
 COUNTY OF HENNEPIN
 I hereby certify that the within instrument was filed in this office on the 3rd day of OCT. A.D. 1975 at 2 o'clock P.M.
 By *Eileen M. Spear*
 REGISTRAR OF TITLES

OCT. 3 1975
 No delinquent taxes and transfer entered
 FINANCE DIVISION
 HENNEPIN COUNTY, MINN.
 FINANCE DIVISION DIRECTOR
 BY *[Signature]* DEPUTY
 This certificate is valid for the period of one year from the date of filing or may not be filed for the period of one year from the date of filing
 3:00 P.M. 11/25/75

5013

Doc. No.
WARRANTY DEED
 Corporation to Individual

TO

Office of Registrar of Deeds,
 State of Minnesota.

County of _____
 I hereby certify that the within Deed was filed in this office for record on the _____ day of _____ at _____ o'clock _____ M., and was duly recorded in Book _____ of Deeds, page _____.

By _____
 Register of Deeds,
 Deputy.

Taxes for the year 19____ on the lands described within, paid this _____ day of _____, 19____.

By _____
 County Treasurer,
 Deputy.

Taxes paid and Transfer entered this _____ day of _____, 19____.

By _____
 County Auditor,
 Deputy.

Recording Fee \$1.50

EXHIBIT G

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 201__, by and between Jacob J. Barkley and Maureen L. Barkley, as joint tenants (collectively, "**Grantor**"), and James B. Seals and Victoria M. Seals as joint tenants (collectively, "**Grantee**").

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

WHEREAS, Grantor is the owner of certain real property located in Hennepin County, Minnesota, legally described on the attached Exhibit B (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 C;

WHEREAS, the west half of the Middle Parcel is subject to an exclusive easement for the benefit of Grantee and Grantee's Property for ingress and egress from Stubbs Bay and for the erection and maintenance of one small provide 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, in connection with Grantor’s purchase of the Shoreline Parcel from the City, the Grantor granted the City a scenic easement over the Shoreline Parcel (the “**Scenic Easement**”) recorded with the Hennepin County Registrar of Titles on or about the date hereof.

WHEREAS, Grantee wishes 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 to place a dock on a portion of the Shoreline Parcel; and

WHEREAS, Grantor is willing to grant such an easement to Grantee 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 Grantee, it is agreed as follows:

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

- A. **Dock Easement.** A perpetual easement over the west half of the Shoreline Parcel (the “**Dock Parcel**”) for purposes of ingress and egress from Stubbs Bay and for the purpose of erecting and maintaining one small private boat dock (the “**Dock**”) on and upon the Dock Parcel (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 the 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.** Grantee agrees that it 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 Easement or any ordinances, laws or

governmental regulations governing or otherwise affecting the Easement Property. Grantee 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, and shall not install any permanent cover surface on the Easement Property without the prior written consent of the Grantor.

3. **Maintenance of the Easement Property.** Grantee shall keep any Dock and the Easement Property in a safe, slightly and well-maintained condition. Grantor and Grantee 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 Grantee shall 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 Grantee's request, arising out of or in connection with the Grantee's use of the Easement Property, or use of the Easement Property by the family members, guests, or invitees of 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.** Grantee agrees to pay one-half 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. **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.

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

10. **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 Grantee 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 Grantee have caused this Agreement to be executed as of the date and year first written above.

GRANTOR

JACOB J. BARKLEY

MAUREEN L. BARKLEY

GRANTEE

JAMES B. SEALS

VICTORIA M. SEALS

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by JACOB J. BARKLEY.

Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by MAUREEN L. BARKLEY.

Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by JAMES B. SEALS.

Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 201_,
by VICTORIA M. SEALS.

Notary Public