

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

Page 2

### Easements to Be Granted.

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

**Lot owned by the Seals**

**Lot owned by the Barkleys**

Subject Property

**EXHIBIT A**

**DESCRIPTION OF THE PURCHASED PARCEL**

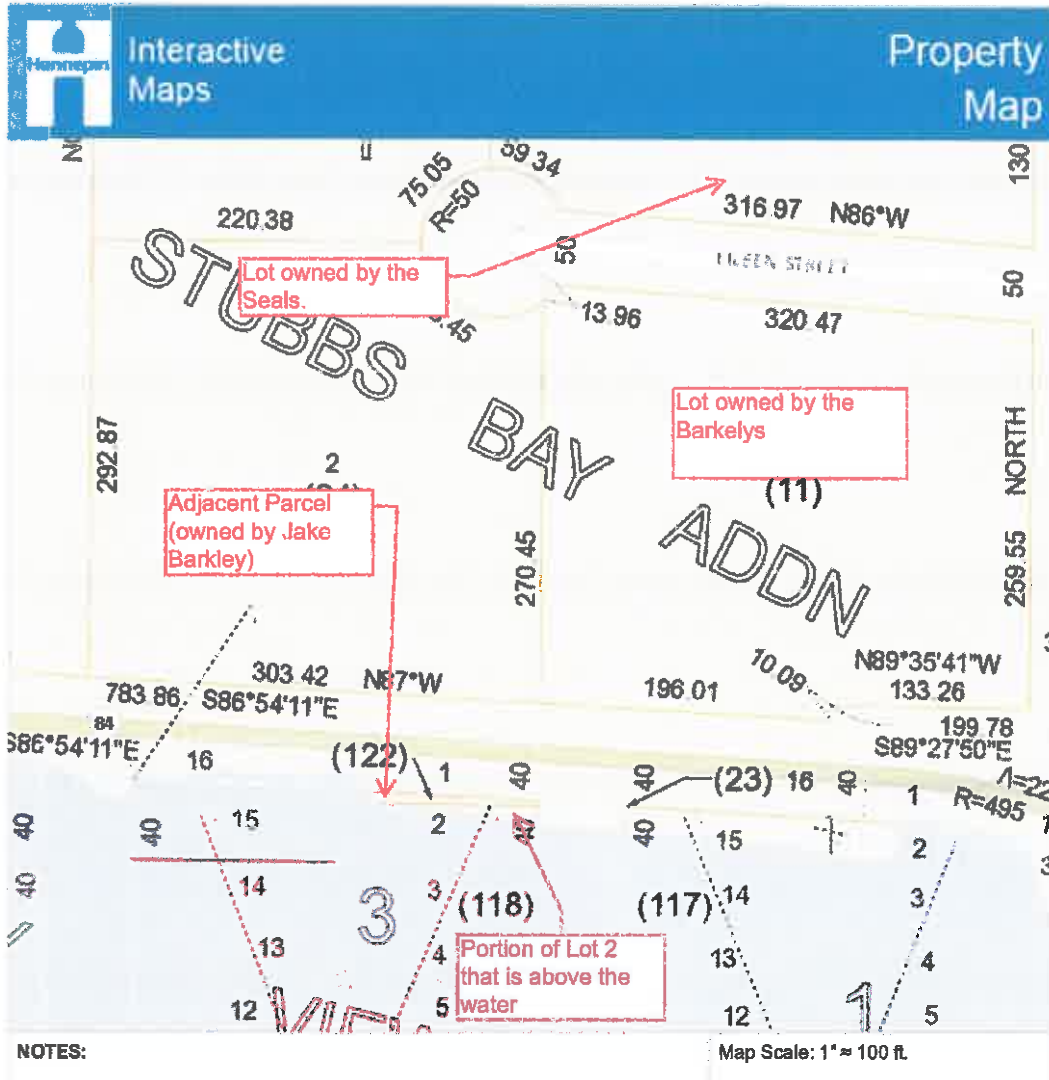
**Lot 2, Block 3; Bay View Park, Hennepin County, Minnesota**

**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

## **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		State 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.

1335/03

4481343

STATE OF MINNESOTA  
DEPARTMENT OF REVENUE  
CONVEYANCE OF FORFEITED LANDS

Issued pursuant to Minnesota Statutes, Section 232.01, 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 Orono, 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 232.01, 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<br>Baldur Park<br>38-41860-5800                                 | Lot 4, Block 7<br>Crystal Bay View<br>38-42180-3850  |
| Lots 1 to 15 incl.<br>Block 1<br>Bay View Park<br>38-41920-100 to 1500  | Lot 5, Block 7<br>Crystal Bay View<br>38-42180-3900  |
| Lots 1 to 15 incl.<br>Block 2<br>Bay View Park<br>38-41920-1700 to 3100 | Lot 3, Block 5<br>Forest Lake Park<br>38-42260-4800  |
| Lots 2 to 15 incl.<br>Block 3<br>Bay View Park<br>38-41920-3300 to 4600 | Lot 4, Block 5<br>Forest Lake Park<br>38-42260-5000  |
| Lots 1 to 15 incl.<br>Block 4<br>Bay View Park<br>38-41920-4800 to 6200 | Lot 5, Block 5<br>Forest Lake Park<br>38-42260-5200  |
| Lots 3 to 13 incl.<br>Block 5<br>Bay View Park<br>38-41920-6500 to 7500 | Lot 67<br>Highwood, Lake Minnetonka<br>38-42300-6600 |
| Lots 1 to 15 incl.<br>Block 6<br>Bay View Park<br>38-41920-7900 to 9300 |  |

E. V. FILED ☐ NOT REQ. ☒

JUN 28 1979  
BY L. H. H. H.

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 Zentz*

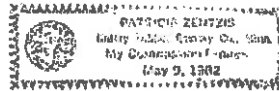
STATE OF MINNESOTA  
CLYDE E. ALLEN, JR.  
Commissioner of Revenue

By: *Dennis J. Erio*

STATE OF MINNESOTA )  
County of Ramsey ) ss.

On this 13th day of April, 1979, before me personally appeared DENNIS J. ERIO, 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



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

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

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

JUN 22 1979

*James D. Hoff*  
FINANCE DIVISION DIRECTOR

BY *O.P. Karkhan* DEPUTY

This certificate does not relate to taxes  
for the current year 1979, which may  
or may not be paid.

STATE DEED TAX DUE  
HEREON & EXEMPT

RETURN TO  
TORRENS DEPT.  
4481343 156753

Tax Status: See the tax  
property description in this  
instrument should be sent to:

Name: The City of Orono

Address: c/o Walter E. Benson,  
City Administrator  
Orono, Minnesota  
5.25.24

JUNE 13 1973

OFFICE OF COUNTY RECORDER  
HENRIETTA COUNTY, MINNESOTA  
CERTIFIED FILED AND OR  
RECORDED

1973 JUN 25 AM 8:03

AS DOCUMENT 4481343  
CO. RECORDER  
DEPUTY

THIS DOCUMENT IS RECORDED  
ON BOTH ABSTRACT  
AND TORRENS PROPERTY

REC FEE 3-  
COPY FEE 25

RETURN TO  
TORRENS DEPT.

RETURN TO  
TORRENS DEPT.

RETURN TO  
TORRENS DEPT.

1335103

REGISTERED VOL. 187, PAGE 59112  
 59112-127  
 119417-328  
 487505-115  
 REGISTERED VOL. 388, PAGE 119417  
 119417-328, 487505-115

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

JUN 28 1979

*John A. Johnson* 12  
 REGISTRAR OF TITLES  
 BY *John A. Johnson* DEPUTY

925 cc

## **EXHIBIT E**

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### **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 coveys 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.

Taxes # 522377

Form No. 7-M.

5-9-75

Miller-Davis Co., Minneapolis, Minn.  
Minnesota Uniform Conveyancing Blanks (1951).

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,  
party 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 party of the second part, the receipt whereof is hereby acknowledged,  
does hereby Grant, Bargain, Sell, and Convey unto the said party 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.

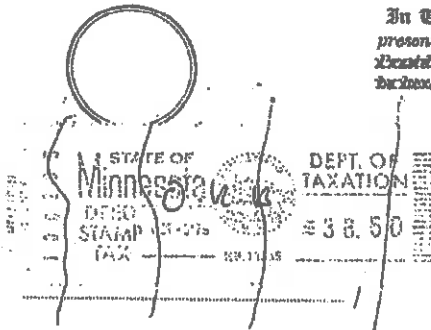
To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto  
belonging, or in anywise appertaining, to the said party of the second part, his heirs and  
assigns, Forever. And the said J. P. Riedel and Company, a partnership consisting of John P.  
Riedel, O. B. Gilbertson, Arnold G. Gilbertson and Charles M. Spear  
party of the first part, for itself and its successors, does covenant with the said party 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 party 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  
presents to be executed in its partnership name by one of its  
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

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  
Charles M. Spear  
to me personally known, who, being sworn by me duly sworn, he did say that ~~he is one of the partners~~ <sup>he is one of the partners</sup> of the corporation named in the  
foregoing instrument, and that ~~the said instrument was signed and sealed in behalf of said corporation~~ <sup>the said instrument was signed and sealed in behalf of said corporation</sup>,  
and that said instrument was signed and sealed in behalf of said ~~corporation~~ <sup>partnership</sup> by authority of ~~its board~~ <sup>its board</sup>  
of all of the partners and said Charles M. Spear ~~and~~  
acknowledged said instrument to be the free act and deed of said  
corporation 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



CTF NO. 522724 1154647  
Registered Vol 1731 Page 522333

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  
31 day of OCT A.D. 1975 at  
12 o'clock P.M.  
By *[Signature]*  
DEPUTY REGISTRAR OF TITLES

OCT. 3 1975  
No delinquent taxes  
and transfer entered  
FINANCE DIVISION  
HENNEPIN COUNTY, MINN.  
BY *[Signature]* DEPUTY  
FINANCE DIVISION DIRECTOR  
This certificate costs but no more than 10c  
for the current year and 10c for the  
next year and so on.  
305 P. 1000  
1000  
5013

Don. No.  
WARRANTY DEED  
Corporation to Individual

TO

Office of Register 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  
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**

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### **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