
**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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DAVID L. SIENKO
CASSANDRA C. WOLFGRAM

MEMO

TO: Sunfish Lake Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: September 26, 2018
RE: Agreement Relating to Charlton Road Improvements – Sunfish Lake City
Project No. 2018-01 between the City and Martha Norton
October 2, 2018 Council Meeting; Agenda Item 8(a)

Section 1. Background. Over the past months, the City Engineer has been involved in negotiations with the landowner at 2148 Delaware Avenue (Martha Norton) for acquisition of permanent easements for street, roadway, road right-of-way, public drainage and utility purposes, as well as a temporary construction easement in lieu of commencing condemnation proceedings. After significant discussion and site visits, the City Engineer has been able to reach settlement with the landowner and avoid condemnation proceedings.

Section 2. Agreement. The attached Agreement Relating to Charlton Road Improvements – Sunfish Lake City Project No. 2018-01 between the City and Martha Norton (“Agreement”) has been prepared and presented to Martha Norton and her representatives. The attached Agreement includes, as Exhibits, the three Easements being conveyed from Martha Norton to the City. The three Easements are:

1. Permanent Public Street, Drainage and Utility Easement;
2. Temporary Construction Easement; and
3. Temporary Wetland Enhancement Easement.

The salient terms of the Agreement are:

- In consideration of the Landowner granting the permanent and temporary easements rights to the City, the City has agreed to enhance the Wetland on the Landowner Property.
- The City has also agreed to maintain the Outlet on the Landowner Property.

- The City agrees to specially assess the Landowner Property for not more than one buildable unit for the Charlton Road Project and the Landowner, up to the amount of \$10,900, agrees to waive her right to appeal the assessed amount.
- The City agrees to perform enhancement to the Wetland on the Landowner Property pursuant to a plan to be approved by the City Engineer and City Council.
- The City agrees to perpetually maintain the Outlet on the Landowner Property to continue its functionality consistent with its design and purpose.
- On land adjoining the Landowner Property, there will be two manhole inlets that serve the water body that comprises both the Wetland on Landowner Property as well as the adjoining wetland on the adjoining property. These manhole inlets will function as a pre-treatment apparatus for the water entering the water body. The City agrees to construct the manhole inlets at the expense of the City. The City agrees to perpetually maintain the manhole inlets to continue their functionality consistent with their design and purpose.
- The City will inspect the manhole inlets and manhole outlet on at least an annual basis, or more frequently as determined by the City Engineer. After inspection, the City will clean the manhole inlets and manhole outlet if necessary and repair any deficiencies that have impaired their functionality. Cleaning and maintenance of the manhole inlets and manhole outlet will be performed by the City in a manner pursuant to engineering standards as determined by the City Engineer.
- The Landowner will not be charged or specially assessed for any cleaning or maintenance performed by the City to the manhole inlets and manhole outlet.
- The City will limit disturbance on the Landowner Property to the Easement Areas identified in the Easements.
- The City will minimize tree removal on the Landowner Property to the extent practicable.
- By November 30, 2019, the City agrees to restore all disturbed areas in the Permanent Public Street, Drainage and Utility Easement and in the Temporary Construction Easement pursuant to the plans and specifications for the Charlton Road Project.
- If within two years after the completion of the Charlton Road Project, residents express concern about traffic speeds on the newly constructed Charlton Road, then the City Engineer will request that the City Council authorize an analysis and study to determine whether speed humps or other approved traffic slowing or calming measures should be installed on Charlton Road.

Section 3. Council Action. This is a discussion item only and there is no formal action for the Council to take at the October 2nd Council meeting. Upon receiving approval and acceptance of the Agreement from Martha Norton and her representatives, the Council will formally consider the attached Agreement and execute the Agreement and three Easements at a future Council meeting.

Attachment

AGREEMENT RELATING TO CHARLTON ROAD IMPROVEMENTS –
SUNFISH LAKE CITY PROJECT NO. 2018-01,
DAKOTA COUNTY, MINNESOTA

This **AGREEMENT RELATING TO CHARLTON ROAD IMPROVEMENTS – SUNFISH LAKE CITY PROJECT NO. 2018-01** (“Agreement”) is made, entered into and effective this _____ day of _____, 2018, by and between the City of Sunfish Lake, a Minnesota municipal corporation (hereafter referred to as “City”) and Martha H. Norton, a single person (hereafter referred to as “Landowner”).

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 City. “City” means the City of Sunfish Lake, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means Martha H. Norton, a single person, and her successors and assigns.

1.4 Charlton Road Project. “Charlton Road Project” means the Charlton Road Improvement Project, City Project No. 2018-01 which includes reconstruction and resurfacing of Charlton Road from CSAH 63 (Delaware Avenue) to TH 110 in the City of Sunfish Lake for City Project No. 2018-01, and which also includes the following:

- Subgrade reconstruction
- Street reconstruction
- Bituminous resurfacing
- Drainage, ditch and stormwater improvements
- Segments of concrete curb and gutter
- Installation of Geotech style fabric
- Right-of-way and drainage and utility easement acquisition
- Grading, excavation and erosion control
- Partial realignment of traveled portion of roadway

1.5 Landowner Property. “Landowner Property” means the property located in the City of Sunfish Lake, County of Dakota, State of Minnesota legally described on **Exhibit 1** attached hereto.

1.6 Wetland. “Wetland” means the wetland area located on the Landowner Property legally described on **Exhibit 1-A**.

1.7 Outlet. “Outlet” means the manhole and grate located on the Landowner Property together with the outlet pipe that runs from the Landowner Property to Charlton Road to be located on the land legally described on **Exhibit 1-B**.

1.8 Permanent Public Street, Drainage and Utility Easement. “Permanent Public Street, Drainage and Utility Easement” means the permanent easement between the City and Landowner attached hereto as **Exhibit 2**.

1.9 Temporary Construction Easement. “Temporary Construction Easement” means the temporary easement between the City and Landowner attached hereto as **Exhibit 3**.

1.10 Temporary Wetland Enhancement Easement. “Temporary Wetland Enhancement Easement” means the temporary easement between the City and Landowner attached hereto as **Exhibit 4**.

1.11 Easements. “Easements” means and includes collectively the Permanent Public Street, Drainage and Utility Easement, Temporary Construction Easement and Temporary Wetland Enhancement Easement attached hereto as **Exhibits 2, 3 and 4**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property located in the City of Sunfish Lake, Dakota County, Minnesota legally described on Exhibit A attached hereto.

Recital No. 2. The City is constructing the Charlton Road Project and the City will be specially assessing properties benefitting from the Charlton Road Project.

Recital No. 3. To construct the Charlton Road Project, the City needs to acquire permanent easement rights from landowners abutting Charlton Road for street, drainage and utility purposes and temporary easement rights for construction purposes.

Recital No. 4. The City has requested permanent and temporary easement rights from the Landowner on the Landowner Property.

Recital No. 5. In consideration of the Landowner granting the permanent and temporary easements rights to the City, the City has agreed to enhance the Wetland on the Landowner Property. The City has also agreed to maintain the Outlet on the Landowner Property.

Recital No. 6. By this Agreement, the City agrees to specially assess the Landowner Property for not more than one buildable site and the Landowner, up to the amount of \$10,900, agrees to waive her right to appeal the assessed amount.

Recital No. 7. By this Agreement, the Landowner and City seek to:

- a. Impose upon the Landowner the obligation to grant the Easements to the City.
- b. Impose upon the City the obligation to enhance the Wetland as outlined in this Agreement.
- c. Impose upon the City the obligation to maintain the Outlet on the Landowner Property as outlined in this Agreement.
- d. Obligate the City to impose a special assessment for not more than one buildable lot on Landowner Property relating to the Charlton Road Project.
- e. Have the Landowner waive appeal of the special assessment up to the amount of \$10,900 for the Charlton Road Project.

ARTICLE 3 **AGREEMENTS**

3.1 Grant of Easements. Pursuant to the terms and conditions of this Agreement, Landowner hereby agrees to grant, execute and deliver to the City the following:

- The Permanent Public Street, Drainage and Utility Easement attached hereto as **Exhibit 2.**
- The Temporary Construction Easement attached hereto as **Exhibit 3.**
- The Temporary Wetland Enhancement Easement attached hereto as **Exhibit 4.**

The Easements shall be delivered by the Landowner to the City at the time this Agreement is executed.

Landowner acknowledges and understands that there is no monetary consideration being provided by the City to the Landowner for the granting of the Easements. City acknowledges and agrees that in consideration of Landowner granting the Easements to the City, the City has the obligation of performing the work described in Sections 3.2, 3.3, 3.4 and 3.5 of this Agreement.

After recording, the City will provide a copy of the recorded Easements to the Landowner.

3.2 Wetland Enhancement. The City agrees to perform enhancement to the Wetland on the Landowner Property pursuant to a plan to be approved by the City Engineer and City Council. The plan shall include the provisions provided by the City to the Landowner on August 22, 2018 and shall substantially incorporate the exhibits provided by the City to the Landowner on August 22, 2018. Prior to the City Engineer and the City Council approving the plan, the plan will be reviewed by Andi Moffatt, Wetland Specialist and Wetland Conservation Act Administrator for the City. Prior to beginning construction of the enhancement to the Wetland, the City will provide the Landowner with a copy of the approved plan.

The enhancement to the Wetland on the Landowner Property shall include the following:

- a. The City will enhance the Wetland on the Landowner Property by removing sediment and restoring with native vegetation as part of the Charlton Road Project.
- b. The costs associated with the enhancement of the Wetland will be paid by the City. The Landowner shall have no obligation to pay for any costs for the enhancement to be performed by the City to the Wetland. The City will not specially assess the Landowner Property for the enhancement.
- c. As part of the Wetland enhancement on the north side of the Wetland, the City will use its best efforts to avoid and protect the seven planted pine trees that Landowner marks with a ribbon. If the City determines that any of the seven planted pine trees has to be removed, then the City will plant a similar replacement tree within the Wetland for each tree removed; each replacement tree will be in the range of eight feet to ten feet (8'-10') in height.
- d. The City, at its expense, will obtain all authorizations and permits from other governmental entities in order to perform the enhancement to meet the Wetland Conservation Act. The City will provide copies to Landowner of any authorizations and permits received by the City, including authorization from the Board of Water & Soil Resources.
- e. The City agrees to substantially complete the enhancement within the Wetland by November 30, 2019 in conjunction with the overall construction of the Charlton Road Project.
- f. Throughout construction of the Charlton Road Project and throughout construction of the enhancement to the Wetland and until the Charlton Road Project and Wetland project have been accepted by the City, the City will maintain all the erosion control measures in the approved plan for the Wetland and the City will correct any erosion deficiencies.
- g. After construction of the Charlton Road Project, and after construction of the enhancement to the Wetland in conjunction with the Charlton Road Project, and after the Charlton Road Project and Wetland project have been accepted by the City, the City has no obligation to repair, replace or maintain the Wetland, except as otherwise stated in Section 3.3 and Section 3.4 hereof. After construction of the Charlton Road Project, and after construction of the enhancement to the Wetland in conjunction with the Charlton Road Project and after the Charlton Road Project and Wetland project have been accepted by the City, the Landowner has the responsibility for and shall maintain the Wetland, except as otherwise stated in Section 3.3 and Section 3.4 hereof.

3.3 Maintenance of the Outlet. The City agrees to perpetually maintain the Outlet on the Landowner Property to continue its functionality consistent with its design and purpose. Maintenance of the Outlet includes, but is not limited to, the following:

- The City will inspect the Outlet on at least an annual basis, or more frequently as determined by the City Engineer. After inspection, the City will clean the Outlet if necessary and repair any deficiencies that have impaired its functionality. Cleaning and maintenance of the Outlet will be performed by the City in a manner pursuant to engineering standards as determined by the City Engineer.
- The Landowner will not be charged or specially assessed for any cleaning or maintenance performed by the City to the Outlet.

3.4 Maintenance of Manhole Inlets. On land adjoining the Landowner Property, there will be two manhole inlets that serve the water body that comprises both the Wetland on Landowner Property as well as the adjoining wetland on the adjoining property. These manhole inlets will function as a pre-treatment apparatus for the water entering the water body. The City agrees to construct the manhole inlets at the expense of the City. The City agrees to perpetually maintain the manhole inlets to continue their functionality consistent with their design and purpose. Maintenance of the manhole inlets includes, but is not limited to, the following:

- The City will inspect the manhole inlets on at least an annual basis, or more frequently as determined by the City Engineer. After inspection, the City will clean the manhole inlets if necessary and repair any deficiencies that have impaired their functionality. Cleaning and maintenance of the manhole inlets will be performed by the City in a manner pursuant to engineering standards as determined by the City Engineer.
- The Landowner will not be charged or specially assessed for any cleaning or maintenance performed by the City to the manhole inlets.

3.5 Construction of Charlton Road Project. With respect to the construction of the Charlton Road Project, the City agrees to the following:

- The City will limit disturbance on the Landowner Property to the Easement Areas identified in the Easements.
- The City will minimize tree removal on the Landowner Property to the extent practicable.
- By November 30, 2019, the City agrees to restore all disturbed areas in the Permanent Public Street, Drainage and Utility Easement (Exhibit 2) and in the Temporary Construction Easement (Exhibit 3) pursuant to the plans and specifications for the Charlton Road Project.
- If within two years after the completion of the Charlton Road Project, residents express concern about traffic speeds on the newly constructed Charlton Road, then the City Engineer will request that the City Council authorize an analysis and study to determine whether speed humps or other approved traffic slowing or calming measures should be installed on Charlton Road.

3.6 Assessment for Charlton Road Project. On June 5, 2018, the City Council of the City of Sunfish Lake ordered the Charlton Road Project. The City proposes to assess the Charlton Road Project on a per buildable lot basis. There has been discussion between the City and the Landowner as to whether the Landowner Property should be assessed for one buildable lot or two buildable lots. The City hereby agrees that the Landowner Property will be assessed for one buildable lot and not more than one buildable lot. The terms and conditions for payment of the special assessment will be set forth in the resolution of the City Council adopting the special assessments for the Charlton Road Project. Landowner agrees that the City may specially assess Landowner Property for one buildable lot with respect to Charlton Road Project.

3.7 Waiver of Assessment Appeal Relating to Charlton Road Project. The City has ordered and is constructing the Charlton Road Project and the City will levy special assessments against benefitted properties to contribute to payment of the Charlton Road Project costs.

Pursuant to Minnesota Statutes § 462.3531 the City seeks from the Landowner a waiver of any assessment appeals relating to the Charlton Road Project up to and including the Waived Amount. "Waived Amount" as used in this Section 3.7 means the amount of \$10,900. The City has explained the nature and scope of the Charlton Road Project with the Landowner. Landowner has examined the engineering data and cost calculations relating to the Charlton Road Project. The City has made available the cost and special assessment information and an analysis concerning the benefit of the Charlton Road Project to the Landowner Property. The Landowner has been and is apprised of the nature, scope, and anticipated special assessment methodology for the Charlton Road Project. After reviewing all of the information about the Charlton Road Project and the information relating to special assessment methodology, Landowner has determined to waive her right to appeal assessments against the Landowner Property up to the Waived Amount for the Charlton Road Project improvements. The Landowner acknowledges benefit to the Landowner Property from the Charlton Road Project up to and including the Waived Amount. The Landowner is willing to waive her right to appeal the City assessment against the Landowner Property for the Charlton Road Project up to the amount of \$10,900.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. The Landowner Property will be specially benefitted by the Charlton Road Project up to and including the Waived Amount.
2. Landowner waives any and all procedural and substantive objections to the ordering of the Charlton Road Project. With respect to the Charlton Road Project, Landowner waives any and all procedural and substantive objections to the special assessments against the Landowner Property up to and including the Waived Amount. Landowner hereby waives all notice and hearing requirements with respect to the City ordering the Charlton Road Project. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessments. Landowner hereby waives any claim that the special assessment against Landowner Property up to and including the Waived Amount exceeds the benefit to the Landowner Property.

3. With respect to special assessments for the Charlton Road Project against Landowner Property up to and including the Waived Amount, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Notwithstanding the foregoing, if the final special assessment is more than the Waived Amount, then Landowner does not waive her appeal rights under Minn. Stat. § 429.081 with respect to whether the Charlton Road Project has benefitted Landowner Property more than the Waived Amount.
4. This waiver shall be continuing and irrevocable. This waiver is made knowingly and voluntarily by the Landowner.
5. All terms and conditions of this waiver shall run with the Landowner Property herein described and shall be binding upon the Landowner Property and the successors and assigns of the undersigned Landowner. This waiver shall also apply to any after-acquired title of Landowner in the Landowner Property.
6. The City may record this Agreement against the Landowner Property.

Nothing contained in this waiver limits the right of the City to specially assess more than the Waived Amount against the Landowner Property. This waiver, however, applies only up to the Waived Amount. If the City assesses the Landowner Property more than the Waived Amount the Landowner has the right to appeal the excess amounts above the Waived Amount; Landowner may not object to, appeal or contest the special assessments against Landowner Property up to and including the Waived Amount.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

4.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

4.5 Consent. Landowner consents to the recording of this Agreement. This Agreement may be recorded with the Dakota County Recorder's Office.

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IN TESTIMONY WHEREOF, the Landowner and the City have caused this Agreement to be executed as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Dan O'Leary and Catherine Iago to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

That part of the South 561.00 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, T. 28N, R 22W, Dakota County, Minnesota, lying Westerly and Northwesterly of the following described line:

Commencing at the northeast corner of the south 561.00 feet of the west 580.00 feet of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence southerly, along the east line of said west 580.00 feet a distance of 205.00 feet; thence southwesterly to a point on the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ which point is 378.50 feet east of the southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, measured along said south line, and there terminating.

EXHIBIT 1-A
LEGAL DESCRIPTION OF WETLAND

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

Commencing at the Southwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence North 00 degrees 00 minutes 45 seconds West, assumed bearing along the West line of said Southwest Quarter, 108.85 feet; thence North 89 degrees 32 minutes 15 seconds East, 30.00 feet to the point of beginning; thence continuing North 89 degrees 32 minutes 15 seconds East, 231.03 feet; thence South 00 degrees 41 minutes 18 seconds West, 74.58 feet; thence north 89 degrees 46 minutes 49 seconds East, 138.17 feet to the easterly line of this parcel of land; thence North 29 degrees 25 minutes 58 seconds East, along said easterly line 140.02 feet; thence North 89 degrees 50 minutes 53 seconds West, 129.40 feet; thence South 36 degrees 15 minutes 50 seconds West, 34.46 feet; thence South 89 degrees 32 minutes 15 seconds West, 287.48 feet; thence South 00 degrees 27 minutes 45 seconds East, 20.00 feet to the point of beginning,

AND

A strip of land 15.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet;

thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said 15.00 foot wide strip of land is to extend by its full width from and run only from a line drawn parallel with and distant 215.00 feet east of the west line of Landowner's Property to a line drawn parallel with and distant 230.00 feet east of the west line of Landowner's Property.

EXHIBIT 1-B
LEGAL DESCRIPTION OF OUTLET

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

A strip of land 15.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said 15.00 foot wide strip of land is to extend by its full width from and run only from a line drawn parallel with and distant 215.00 feet east of the west line of Landowner's Property to a line drawn parallel with and distant 230.00 feet east of the west line of Landowner's Property.

EXHIBIT 2
PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT

PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY
EASEMENT AGREEMENT

THIS PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT AGREEMENT (“**Easement**”) is made, granted and conveyed this ____ day of _____, 2018, by and between Martha H. Norton, a single person, (hereinafter referred to as the “Landowner”), and the City of Sunfish Lake, a Minnesota municipal corporation, (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and quitclaim to the City, its successors and assigns, the following:

- A permanent easement for public street and public way purposes and for all such purposes ancillary, incident or related thereto under, over, across, through and upon that real property identified and legally described on **Exhibit B** attached hereto and incorporated herein by reference (hereinafter “**Permanent Easement Area #1**”).
- A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto under, over, across, through and upon that real property identified and legally described on **Exhibit C** attached hereto and incorporated herein by reference (hereinafter “**Permanent Easement Area #2**”).

Permanent Easement Area #1 and Permanent Easement Area #2 shall be collectively referred to as “**Permanent Easement Areas**”. A depiction of the Permanent Easement Areas is attached hereto as **Exhibit D**.

The permanent easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, public way, drainage facilities

and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Areas.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Areas and any City improvements located therein, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Permanent Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the public street, public way, drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Areas; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Areas as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Areas or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowner, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for herself and her successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that she is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Areas described on Exhibit B and Exhibit C and depicted on Exhibit D and that she has good right to grant and convey the Permanent Easement Areas to the City.

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Easement.

The Landowner is not responsible or obligated to maintain the public street, public way, drainage facilities or utilities located within the Permanent Easement Areas on the Landowner's Property.

This Permanent Public Street, Drainage and Utility Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[the remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Permanent Public Street, Drainage and Utility Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Dan O'Leary and Catherine Iago to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

That part of the South 561.00 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, T. 28N, R 22W, Dakota County, Minnesota, lying Westerly and Northwesterly of the following described line:

Commencing at the northeast corner of the south 561.00 feet of the west 580.00 feet of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence southerly, along the east line of said west 580.00 feet a distance of 205.00 feet; thence southwesterly to a point on the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ which point is 378.50 feet east of the southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, measured along said south line, and there terminating.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA #1

A permanent easement for public street and public way purposes under, over, across, through and upon that portion of Landowner's Property described as follows:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said strip of land is to extend by its full width from the westerly line of the Landowner's Property to the easterly line of Landowner's Property.

EXHIBIT C
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA #2

A permanent easement for drainage and utility purposes under, over, across, through and upon that portion of Landowner's Property described as follows:

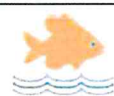
A strip of land 15.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said 15.00 foot wide strip of land is to extend by its full width from and run only from a line drawn parallel with and distant 215.00 feet east of the west line of Landowner's Property to a line drawn parallel with and distant 230.00 feet east of the west line of Landowner's Property.

K:\201629-74\Survey\Easement\Sheet 22 ROCKY HAY.dwg, 9/25/2018 12:10:23 PM



PARCEL 22
OWNER: Martha H Norton
ADDRESS: 2148 DELAWARE AVE
PID: 38-03000-53-021

DELaware AVENUE

N89°32'15"E 30.00
S89°32'15"W 267.48
N89°32'15"E 231.03
S00°27'45"E 20.00
N00°00'45"W 108.85
BP 0+00.00

PARCEL 22

TEMP EASEMENT FOR WETLAND ENHANCEMENT

N89°50'53"W 129.40
S86°15'50"W 34.46
N89°25'38"E 140.02

EDGE OF EXISTING ROAD

CHARLTON ROAD

0+00 2+00 3+00 4+00

15' x 15' Permanent Easement

PERMANENT DRAINAGE & UTILITY EASEMENT AREA = 225 SQ. FT.

Prepared by:

Charlton Road Improvements
Easement Exhibit
Parcel 22 Drainage and Utility Easement
2148 Delaware Avenue
City of Sunfish Lake, Minnesota

WSB Project No. 01629-741 Date: 9/25/18

EXHIBIT 3
TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2018, by and between the City of Sunfish Lake, a Minnesota municipal corporation (hereinafter referred to as “City”) and Martha H. Norton, a single person (hereinafter referred to as the “Landowner”).

WITNESSETH:

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for the purposes of grading, sloping, re-contouring, filling, and excavation on, over, through, across and under certain land located in the City of Sunfish Lake, Dakota County, Minnesota, hereinafter described and referred to as the **Temporary Easement Area**.

This temporary easement is for the following purposes (including, but not limited to):

- grading, sloping, re-contouring, filling and excavation,

on, over, through, across and under the Temporary Easement Area described and depicted on the attached **Exhibit B** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate within the Temporary Easement Area and to remove from the Temporary Easement Area trees, brush, herbage, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Temporary Easement Area prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute Chapter 466.

The City hereby agrees to restore the disturbed Temporary Easement Area to substantially the same or similar condition as existed prior to use of the Temporary Easement Area by the City or its contractors for the purposes contained in this Temporary Easement. All restoration work shall be completed as soon as practical and in all events prior to expiration of this Temporary Easement. The City shall perform restoration to achieve a quality of restoration consistent with the surrounding property and the use thereof.

The Landowner, for herself and her successors and assigns, does hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

The Landowner and the City hereby agree that this Temporary Easement shall automatically expire on June 30, 2020.

If this Temporary Easement has been recorded, then upon Landowner's written request, the City, at its own expense and after expiration of this Temporary Easement, will record with the Dakota County Recorder a release of this Temporary Easement.

[the remainder of the page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Dan O'Leary and Catherine Iago to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

That part of the South 561.00 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, T. 28N, R 22W, Dakota County, Minnesota, lying Westerly and Northwesterly of the following described line:

Commencing at the northeast corner of the south 561.00 feet of the west 580.00 feet of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence southerly, along the east line of said west 580.00 feet a distance of 205.00 feet; thence southwesterly to a point on the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ which point is 378.50 feet east of the southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, measured along said south line, and there terminating.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for the purposes of grading, sloping, re-contouring, filling, and excavation on, over, through, upon and under the following parcel of land:

A strip of land 4.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows: Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said 4.00 foot wide strip of land is to extend by its full width from and run only from the westerly line of Landowner's Property to a line drawn parallel with and distant 215.13 feet east of the west line of Landowner's Property.

And also

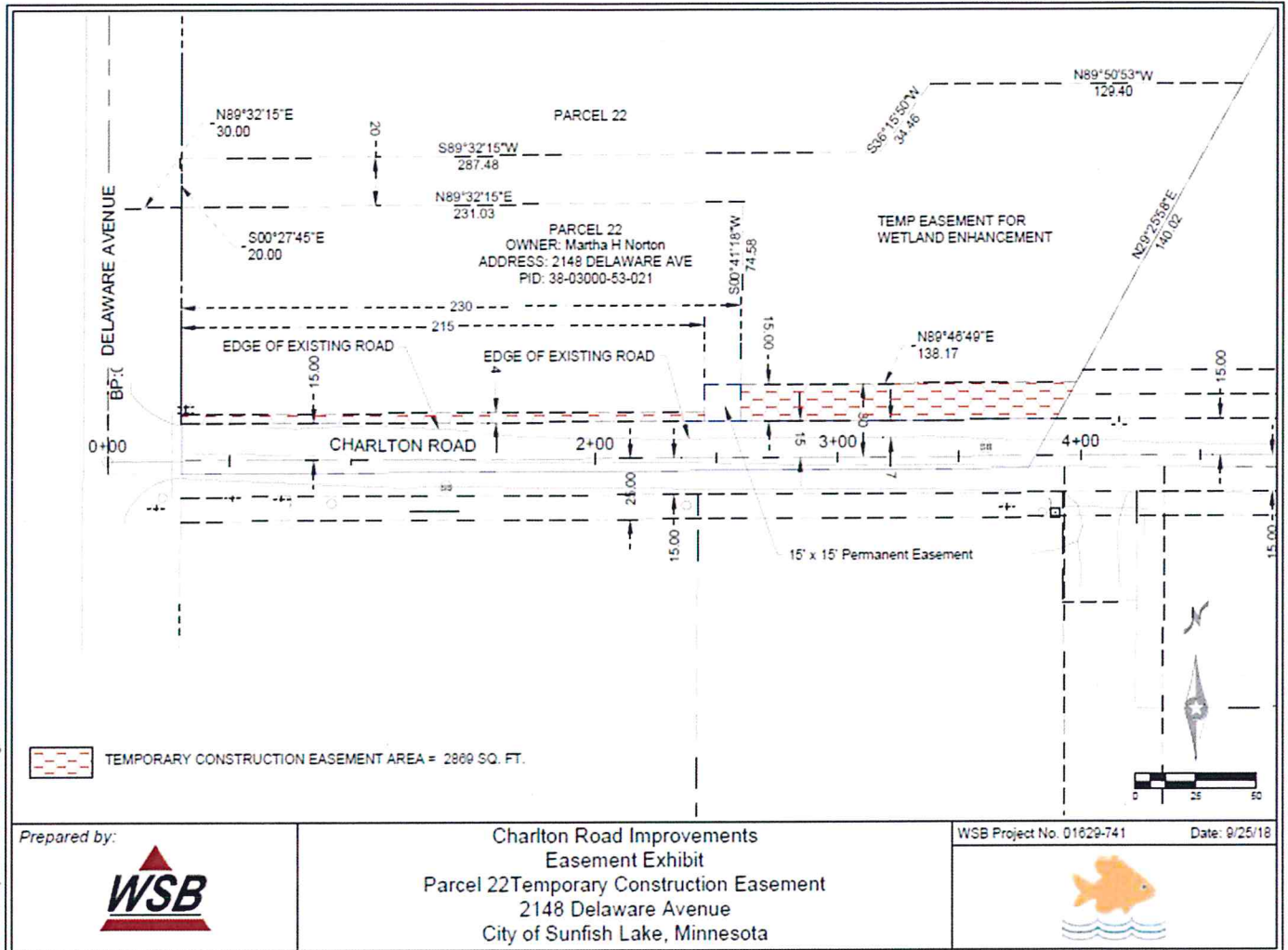
A strip of land 15.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said 15.00 foot wide strip of land is to extend by its full width from and run only from a line drawn parallel with and distant 230.00 feet east of the west line of Landowner's Property to the easterly line of Landowner's Property.

DEPICTION OF TEMPORARY EASEMENT AREA



K:\01629-741\Survey\Easement\Parcel 22 TE.dwg, 9/25/2018 12:09:11 PM

EXHIBIT 4
TEMPORARY WETLAND ENHANCEMENT EASEMENT

TEMPORARY WETLAND ENHANCEMENT EASEMENT AGREEMENT

THIS TEMPORARY WETLAND ENHANCEMENT EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of _____, 2018, by and between the City of Sunfish Lake, a Minnesota municipal corporation (hereinafter referred to as “City”) and Martha H. Norton, a single person (hereinafter referred to as the “Landowner”).

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for the purposes of wetland enhancement on, over, through, across, upon and under certain land located in the City of Sunfish Lake, Dakota County, Minnesota, hereinafter described and referred to as the **Temporary Easement Area**.

This Temporary Easement is for the following purposes (including, but not limited to):

- Enhancing the wetland within the Temporary Easement Area by removing sediment from the Temporary Easement Area and restoring the Temporary Easement Area with native vegetation in accord with a City approved wetland restoration and enhancement plan,

on, over, through, across, upon and under the Temporary Easement Area described and depicted on the attached **Exhibit A** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable

times to grade, slope, recontour, fill and excavate within the Temporary Easement Area and to remove from the Temporary Easement Area sediment, trees, brush, herbage, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Temporary Easement Area prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, her successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute Chapter 466.

The Landowner, for herself and her successors and assigns, does hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

The Landowner and the City hereby agree that this Temporary Easement shall automatically expire on June 30, 2020.

If this Temporary Easement has been recorded, then upon Landowner's written request, the City, at its own expense and after expiration of this Temporary Easement, will record with the Dakota County Recorder a release of this Temporary Easement.

[the remainder of the page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Dan O'Leary
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Dan O'Leary and Catherine Iago to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Sunfish Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for the purposes of wetland enhancement on, over, through, across, upon and under the following parcel of land:

Commencing at the Southwest corner of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence North 00 degrees 00 minutes 45 seconds West, assumed bearing along the West line of said Southwest Quarter, 108.85 feet; thence North 89 degrees 32 minutes 15 seconds East, 30.00 feet to the point of beginning; thence continuing North 89 degrees 32 minutes 15 seconds East, 231.03 feet; thence South 00 degrees 41 minutes 18 seconds West, 74.58 feet; thence north 89 degrees 46 minutes 49 seconds East, 138.17 feet to the easterly line of this parcel of land; thence North 29 degrees 25 minutes 58 seconds East, along said easterly line 140.02 feet; thence North 89 degrees 50 minutes 53 seconds West, 129.40 feet; thence South 36 degrees 15 minutes 50 seconds West, 34.46 feet; thence South 89 degrees 32 minutes 15 seconds West, 287.48 feet; thence South 00 degrees 27 minutes 45 seconds East, 20.00 feet to the point of beginning.

DEPICTION OF TEMPORARY EASEMENT AREA

