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Recording Fee: \$56.00

OFFICE OF COUNTY RECORDER
PINE COUNTY, MINNESOTA

Certified, Filed and/or Recorded on:
October 03, 2019 1:15 PM

Pages: 10

Lorri L. Houtsma, County Recorder

CERTIFIED COPIES: \$10.00
REC'G PROCESS COMPLIANCE: \$11.00
RECORDER TECH FUND: \$10.00
STATE TREAS GENERAL FUND: \$10.50
GENERAL ABSTRACT: \$14.50

Received from: WINDEMERE TOWNSHIP
Returned To: WINDEMERE TOWNSHIP
ATTN SCOTT DANELSKI, CLERK
91546 MILITARY RD CO RD 50
STURGEON LAKE, MN 55783

TRANSFER ENTERED

This 3rd Day of October 2019

Kathy Schuceder
Pine County Auditor-Treasurer
By: [Signature]

EASEMENT AGREEMENT

Agreement made, effective as of August 31, 2019, by and between Susan Webb and Steven Webb, a married couple, Sherry Webb, a single person, Andrew Webb, a married person, and Adam Webb, a married person (hereinafter Party of the First Part) and Windemere Township, a political corporation under the laws of Minnesota (hereinafter Party of the Second Part).

The parties recite and declare as follows:

- A. Party of the First Part owns real property located on Island Lake which lake is within Windemere Township. Said real property is legally described in Exhibit A which is attached hereto. (Referred to hereafter as "the Property").
- B. Located on the Property are historic culverts that when functioning properly would allow the discharge of water when the water level in Island Lake was too high. The culvert no longer provides the necessary control of the lake water level and must be removed and replaced with a new water-level control feature which will be referred to in this agreement as "the Outlet".
- C. The construction of the Outlet is to be performed by Party of the Second Part in accordance with plans and specifications prepared for Pine County Soil and Water Conservation District by Technical Service Area III. Construction of and ongoing maintenance of the Outlet will require an easement from Party of the First Part to Party of the Second Part.
- D. In order for Party of the Second Part to have access to the Outlet (and the discharge channel that carries water over the Property to a culvert located under County State Aid Highway 51), Party of the Second Part will need a permanent access easement across a portion of the Property.
- E. The parties wish to memorialize the rights, duties, and interests that pertain to the construction and future maintenance of the Outlet.

In consideration of the above recitals and in further consideration of the terms and covenants of this agreement as set forth hereinafter, the parties agree as follows:

1. Party of the First Part hereby grants a perpetual access easement across the Property in the location described in Exhibit B.
2. Party of the First Part hereby grants a perpetual easement for access, construction, and maintenance over, under, and across the Property in the location described in Exhibit C.
3. Using the easement areas described in paragraphs 1 and 2 above, Party of the Second Part shall have the right to construct the Outlet in accordance with the plans and specifications prepared for Pine County Soil and Water Conservation District by Technical Service Area III. It is understood and agreed that the channel(s) used to convey overflow water from Island Lake to the culvert at County State Aid Highway 51 are part of the Outlet system and are included within the scope of this easement.
4. When the initial construction is completed it is understood that the Outlet will be inspected twice a year to assure that it is functioning properly, in accordance with its design. Inspections shall be made by Party of the Second Part through its employees and/or agents which may include members of the Island Lake Association or its designees.
5. If for any reason it shall appear that the Outlet or the channel(s) is/are not functioning properly the Pine County Soil and Water Conservation District (PCSWCD) shall have the right to make further inspections and determine whether maintenance or repairs to the Outlet or the channel are required. If PCSWCD shall determine that repair or maintenance is necessary, then Party of the Second Part will undertake to make such repairs or perform such maintenance as is required to protect and preserve the performance of the Outlet and channel.
6. Party of the First Part covenants and agrees that it will not place any improvements within the described easement areas that will impair or prevent Party of the Second Part's ability to access the Outlet easement or to repair or maintain it as contemplated herein. Notwithstanding the foregoing, Party of the First Part shall have the right to construct a bridge that will span the Outlet. Party of the First Part shall construct the bridge in accordance with any and all applicable State or Local permits and/or regulations.
7. Party of the Second Part will exercise reasonable care in the use of the easement premises so as not to cause any damage thereto. Any damage to the easement premises caused by Party of the Second Part or its agents or employees shall promptly be repaired at Party of the Second Part's sole expense. Any damage to the easement premises caused by Party of the First Part or its guests or invitees shall promptly be repaired at Party of the First Part's sole expense.
8. In the event that Party of the Second Part determines that there is a need to improve, modify, or alter the easement – beyond what is needed for normal repair or maintenance - Party of the Second Part shall first secure the written approval of Party of the First Part before undertaking such improvement, modification or alteration.
9. Party of the Second Part indemnifies and will hold harmless Party of the First Part for any damages or injuries sustained by Party of the Second Part, its employees or agents, while using the easement premises. Party of the First Part indemnifies and will hold

harmless Party of the Second Part for any damages or injuries sustained by Party of the First Part, their heirs, successors, or assigns, guests, or invitees while using the easement premises.

10. In the event that there is a dispute over the rights, duties, or obligations created by or imposed by the terms of this agreement the parties shall first make an effort to resolve the dispute directly. If the parties are unable to resolve the dispute directly, and if the matter is resolved in a Court proceeding, the prevailing party shall be awarded all costs, disbursements, and legal fees incurred in connection with such proceeding.

In witness, each party to this agreement has caused it to be executed on the date indicated below.

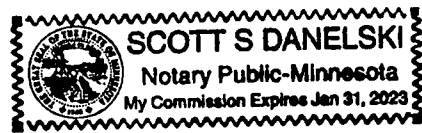
Susan Webb
Susan Webb, spouse of Steven Webb

Steven Webb
Steven Webb, spouse of Susan Webb

STATE OF MINNESOTA)
) ss.
COUNTY OF PINE)

The foregoing instrument was acknowledged before me this 31st day of August, 2019, by Steven Webb and Susan Webb, husband and wife.

SCOTT S. DANIELSKI
Scott S Danielski
Notary Public



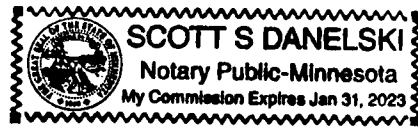
M. L. [Signature]

Sherry Webb, a single person

STATE OF MINNESOTA)
) ss.
COUNTY OF PINE)

The foregoing instrument was acknowledged before me this 31st day of August, 2019, by Sherry Webb.

SCOTT S. DANELSKI
Scott S Danelski
Notary Public



Adam Webb
Adam Webb, a married person

Elizabeth Webb
Spouse of Adam Webb

STATE OF MINNESOTA)
) ss.
COUNTY OF PINE)

The foregoing instrument was acknowledged before me this 31st day of August, 2019, by ~~Adam~~ Webb and Victoria Webb, his spouse.

SCOTT S. DANELSKI
Scott S Danelski
Notary Public



Adam Webb ssd
Elizabeth Webb

Elizabeth Webb ss-1
Victoria Webb

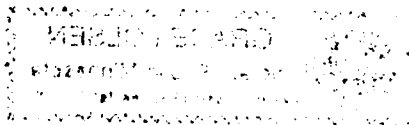
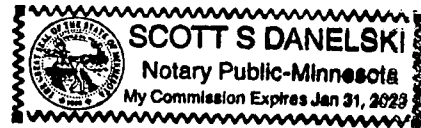
Andrew Webb, a married person

Spouse of Andrew Webb

STATE OF MINNESOTA)
) ss.
COUNTY OF PINE)

The foregoing instrument was acknowledged before me this 31st day of August, 2019, by Andrew Webb and Victoria Webb, his spouse.

SCOTT S. DANIELSKI
Scott S Danielski
Notary Public



WINDEMERE TOWNSHIP

BY [Signature]
ITS CHAIRMAN

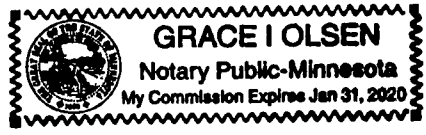
ATTEST:

BY Scott S Danelski
TOWN CLERK

STATE OF MINNESOTA)
COUNTY OF Carlton) ss.

The foregoing instrument was acknowledged before me this 31st day of August, 2019, by John Wesely, town board chairman and Scott Danelski, town clerk.

~~SCOTT S. DANESKI~~ cc Grace I Olsen
Scott S Danelski
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Ledin, Hofstad & Troth, Ltd
539 Main Street So.
Pine City, MN 55063

EXHIBIT A

Lot Two (2), Block One (1), 2nd Addition to Sunrise Bay, and

That part of Lot One (1), Block One (1), 2nd Addition to Sunrise Bay, described as follows:
Beginning at the Southwesterly corner of said Lot 1, thence South $81^{\circ} 57' 55''$ East on the Southerly line thereof 202.18', thence North $68^{\circ} 36' 10''$ West 191.65' to the Westerly line of said Lot 1 on the right of way line of County State Aid Highway No. 51, thence turning to South $27^{\circ} 48' 32''$ West and entering a curve, concave to the Southeast, radius 5,563.58', central angle $0^{\circ} 29' 48''$ a distance of 47.0' to the Southwest corner of said Lot 1, the point of beginning.

EXHIBIT B

A 1 rod wide perpetual easement for ingress and egress, over, under, and across, that part of Lots 1 & 2, Block 1, 2nd Addition to Sunrise Bay, Pine County, Minnesota lying south of the following described line:

Beginning at the Southwesterly corner of Lot 1 thence North 27D48'32" East entering a curve concave to the Southeast, radius 5,563.58, central angle 0D29'48" a distance of 47.0 feet to the point of beginning of said line to be described, thence South 68D36'10" East to a point on said line which bears due north from a point lying 168.5 feet South 81D57'55" East of the Northwest Corner of said Lot 2 to terminate.

AND

A 1 rod wide perpetual easement for ingress and egress, over, under, and across, that part of Lots 1 & 2, Block 1, 2nd Addition to Sunrise Bay, Pine County, Minnesota lying east of the following described line:

Beginning at a point lying South 81D57'55" East of the Northwest Corner of said Lot 2 thence continuing South 15D20' East 42.0 feet and there to terminate.

EXHIBIT C

A perpetual easement over, under, and across that part of Lot 2, Block 1, 2ND ADDITION TO SUNRISE BAY in Pine County, Minnesota, legally described as follows:

Commencing at the northwest corner of said Lot 2; thence on an assumed bearing of South 81 degrees 57 minutes 55 seconds East along the northerly line of said Lot 2 a distances of 152.0 feet; thence South 15 degrees 20 minutes East a distance of 42.0 feet to the point of beginning of the easement to be described; thence continuing South 15 degrees 20 minutes East a distance of 40.0 feet; then North 74 degrees 40 minutes East a distance of 52 feet, more or less, to the shoreline of Island Lake; thence northerly along said shoreline a distance of 42 feet, more or less, to the intersection with a line that bears North 74 degrees 40 minutes East from the point of beginning; thence South 74 degrees 40 minutes West a distance of 53 feet, more or less, to the point of beginning.

This easement is also intended to apply to the channel(s) that are part of the outlet system and convey water to County State Aid Highway 51.

STATE OF MINNESOTA
COUNTY OF PINE

)
) ss.

Adam Webb
Signature

ADAM WEBB
Printed Name

Elizabeth Webb
Signature

ELIZABETH WEBB
Printed Name

Signature

Printed Name

This instrument was acknowledged before me

on SEPTEMBER 18, 2019

By ADAM WEBB AND HIS SPOUSE ELIZABETH WEBB,

MARRIED
(marital status)

ID verification by: SCOTT DANELSKI

Scott S Danelski

Signature of Notary Public or other Official

Commission expires: JANUARY 31, 2023

Notarial Stamp

PINE County

