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Ramsey County, Minnesota
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Heather L. Bestler, County Auditor and Treasurer

Deputy 401

Pkg ID 1512491E

Document Recording Fee Torrens	\$46.00
Memorial Entry - Additional Certificates	\$20.00
<i>Document Total</i>	\$66.00

Existing Certs

550635, 550631

AGREEMENT GRANTING TEMPORARY EASEMENTS

THIS AGREEMENT GRANTING TEMPORARY EASEMENTS (“**Agreement**”) is made this 25th day of February, 2022, by North Oaks Farms (“**NOF**”), Inc., a Minnesota Corporation, in favor of the Vadnais Lake Area Water Management Organization, a Minnesota joint powers watershed management organization (“**VLAWMO**”). NOF may hereinafter be referred to as the “**Grantor**.” This Agreement, and the temporary easements granted herein, becomes effective on the date of the last party to execute it.

Recitals

- A. The Grantor is the fee owner of that certain real property (PID Numbers: 09.30.22.22.0001, 09.30.22.32.0001, and 04.30.22.34.0001) located in Ramsey County, Minnesota, legally described on the attached Exhibit G (collectively, the “**Property**”);
- B. VLAWMO and the Grantor are working cooperatively to plan, design, and construct a series of projects, referred to as the Wilkinson Lake BMP Project, with an overall goal of improving water quality in the nutrient-impaired Wilkinson Lake, all located within the City of North Oaks (collectively, the “**Project**”);
- C. VLAWMO and the Grantor entered into a Memorandum of Understanding regarding the Project, which is incorporated herein by reference, that provides for the Grantor agreeing to execute and convey an easement to VLAWMO to access the Project area and to construct and maintain the Project;
- D. Portions of the Property are protected by a Conservation Easement, as defined below, that is held by the Minnesota Land Trust (“**MLT**”);
- E. To the extent the Project is carried out within areas of the Property protected by the Conservation Easement, such work must be coordinated with MLT to ensure it remains consistent with the Conservation Easement;
- F. MLT sent a letter of support for the Project to Grantor dated April 5, 2021 that discusses general concept plans and some of the anticipated outcomes of the Project; and
- G. To facilitate the Project, the Grantor desires to grant VLAWMO two temporary easements, one a temporary construction easement to facilitate construction activities (“**Temporary**

Construction Easement”) and one to provide for the long-term maintenance and repair of the constructed improvements (“**Extended Temporary Easement”**).

Terms of the Easements

1. Recitals and Exhibits. The above recitals and the attached exhibits are incorporated into and made part of this Agreement.
2. Temporary Construction Easement.
 - (a) Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to VLAWMO a Temporary Construction Easement over, under, and across the portion of the Property shown on the maps attached as Exhibit A and Exhibit E and legally described in the attached Exhibit B and Exhibit F (collectively the “**Temporary Construction Easement Area**”).
 - (b) Scope. The Temporary Construction Easement granted herein includes the right of VLAWMO, its contractors, agents, employees, vehicles, and equipment to enter upon the Temporary Construction Easement Area during normal business hours Monday - Friday for the purposes of: accessing the Property, Project staging, and soil disturbance and deposit areas; staging vehicles, equipment, and materials; excavation and construction of stormwater improvements as part of the Project; and performing restoration work. VLAWMO may, within the Temporary Construction Easement Area, remove trees, shrubs or other vegetation that reasonably interfere with the use of the area for the intended purposes, deposit earthen materials, move, store, and remove equipment and supplies, and to perform any other work necessary and incidental to the Project. VLAWMO is the responsible party for compliance with all regulatory rules and regulations including, but not limited to, compliance with any MPCA rules and regulations and that following construction activities and VLAWMO will promptly repair and restore any disturbed areas as per the project specifications, the Conservation Easement (as defined below), and the Project’s Storm Water Pollution Protection Plan (SWPPP).
 - (c) Expiration. The Temporary Construction Easement granted herein shall expire on August 31, 2025, at which time the Temporary Construction Easement shall terminate automatically without further action by the parties. The parties may agree to extend the Temporary Construction Easement in writing that is executed and recorded before the original expiration date.
3. Extended Temporary Easement.
 - (a) Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor grants and conveys to VLAWMO an Extended Temporary Easement over, under, and across the portion of the Property shown on the map attached as Exhibit C and Exhibit E and legally described in the attached Exhibit D and Exhibit F (collectively the “**Extended Temporary Easement Area**”).

- (b) Scope. The Extended Temporary Easement granted herein includes the right of VLAWMO, its contractors, agents, employees, vehicles, and equipment to enter upon the Extended Temporary Easement Area at all reasonable times for the purposes of accessing, maintaining, repairing, and improving the stormwater improvements constructed as part of the Project. VLAWMO may, within the Extended Temporary Easement Area, remove trees, shrubs or other vegetation that reasonably interfere with the use of the area for the intended purposes, remove earthen materials, move, store, and remove equipment and supplies, and to perform any other work necessary and incidental to accessing, maintaining, repairing, and improving the stormwater improvements; provided, however, that any such work that disturbs the soils within the Extended Temporary Easement Area are restored as set forth in Sections 2(b) and 7 herein.
- (c) Expiration. The Extended Temporary Easement granted herein shall expire on December 31, 2035, at which time the Extended Temporary Easement shall terminate automatically without further action by the parties. The parties may agree to extend the Extended Temporary Easement in writing that is executed and recorded before the original expiration date.
4. Warranty of Title. The Grantor warrants that it is the owner of the Property and has the right, title, and capacity to convey to VLAWMO the temporary easements granted herein.
5. Environmental Matters. VLAWMO 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 easement areas or the Property prior to the effective date of this Agreement, unless VLAWMO contributed to such prior release or threat of release.
6. Duration of Easement. The Temporary Easement shall be binding upon the Grantor and its successors and assigns and shall be for the benefit of the VLAWMO and its successors and assigns until the expiration dates identified herein, at which time the identified easements shall terminate automatically without further action by VLAWMO or the Grantor.
7. Restoration Obligation. As a condition of the grant of the temporary easements conveyed herein, upon the expiration of the Temporary Construction Easement, VLAWMO shall promptly repair and restore the disturbed areas at the conclusion of work in each area per the project specifications, the Conservation Easement, as defined below, and the SWPPP.
8. Mechanics or Material Liens. The VLAWMO will not allow any mechanic's or material liens to be placed against the Property as a result of any work or material provided by, or on behalf or with the approval of, VLAWMO.
9. Conservation Easement. This Agreement and the easements granted herein are subject to the terms and conditions of that certain Conservation Easement granted to the Minnesota Land Trust recorded December 30, 1999 as Document Number 1587059 in the office of the Ramsey County Register of Titles ("**Conservation Easement**"). VLAWMO and its contractors and

agents shall observe all applicable terms and conditions of the Conservation Easement to the extent its work may impact those portions of the Property encumbered by the Conservation Easement. All construction, maintenance, and repairs within the Temporary Construction Easement Area or the Extended Temporary Easement Area that are protected by the Conservation Easement shall be designed and constructed in such a way to either (a) not interfere with or impede with the natural habitat or (b) if the natural habitat is disturbed, all such impacts are promptly restored pursuant to a restoration plan approved by the MLT.

10. **Indemnification.** Subject to Section 5, VLAWMO agrees to defend and indemnify the Grantor and the Grantor's shareholders, directors, officers, and employees, from and against (1) losses, costs, damages or expenses, including without limitation reasonable attorney's fees ("Costs") and (2) third party demands, claims, suits, causes of actions or liabilities ("Claims"), but only to the extent such Costs and Claims arise out of the negligent acts or omissions of VLAWMO's employees' contractors', and agents' (collectively the "VLAWMO Parties") in the exercise of the easement rights granted in the Agreement, including, without limitation, claims arising from the VLAWMO Parties' violation of the terms of the Conservation Easement.

{Remainder of Page Intentionally Left Blank; Signature Page to Follow}

GRANTOR:

North Oaks Farms, Inc.

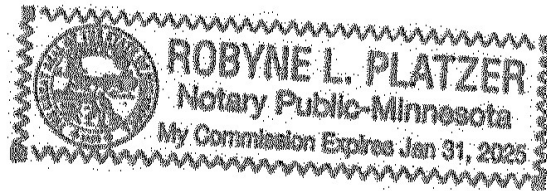
By: Thomas A. Dougherty
Name: Thomas A. Dougherty
Its: Treasurer

STATE OF MINNESOTA)

COUNTY OF Hamsey) ss.

The foregoing instrument was acknowledged before me this 7th day of December 2021 by Thomas Dougherty the Treasurer, of North Oaks Farms, Inc., a Minnesota business corporation, on behalf of the corporation.

R. Platzer
Notary Public



VLAWMO:

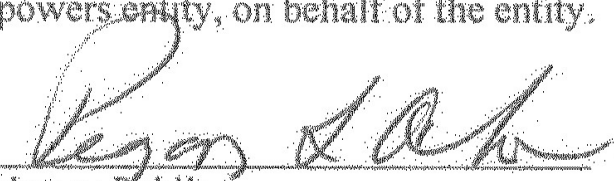
**Vadnais Lake Area
Water Management Organization**

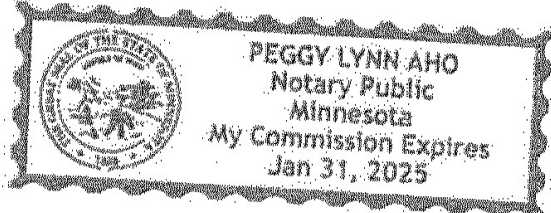
By: 
Jim Lindner, Chair

Attest: 
Patricia Youker, Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 25th day of February, 2023 by Jim Lindner and Patricia Youker, the Chair and Secretary, respectfully, of the Vadnais Lake Area Water Management Organization, a Minnesota joint powers entity, on behalf of the entity.


Notary Public



CONSENT

The Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota does hereby consent to the foregoing Agreement by and between the North Oaks Farms, Inc. and the Vadnais Lake Area Watershed Management Organization.

The Minnesota Land Trust specifically reserves all rights, including without limitation its rights of enforcement against the owner of the property or any responsible third party, as set forth in that certain Conservation Easement dated December 30, 1999, as Document Number 1587059 in the office of the Ramsey County Register of Titles.

Minnesota Land Trust

By: 

Printed Name: Kris Larson

Its: Executive Director

STATE OF MINNESOTA

ss.

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 23rd day of November, 2021, by Kris Larson, the Executive Director of the Minnesota Land Trust, a non-profit corporation organized and existing under the laws of the State of Minnesota.



Notary Public

Drafted by:
Kennedy & Graven, Chartered (TJG)
150 South 5th St, Suite 700
Minneapolis, MN 55402
612-337-9300

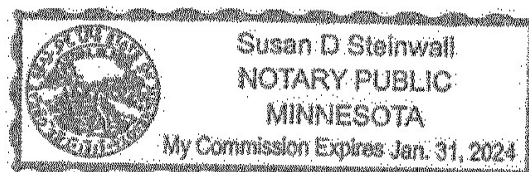


EXHIBIT A
Easement Detail Sketch of the Temporary Construction Easement Area

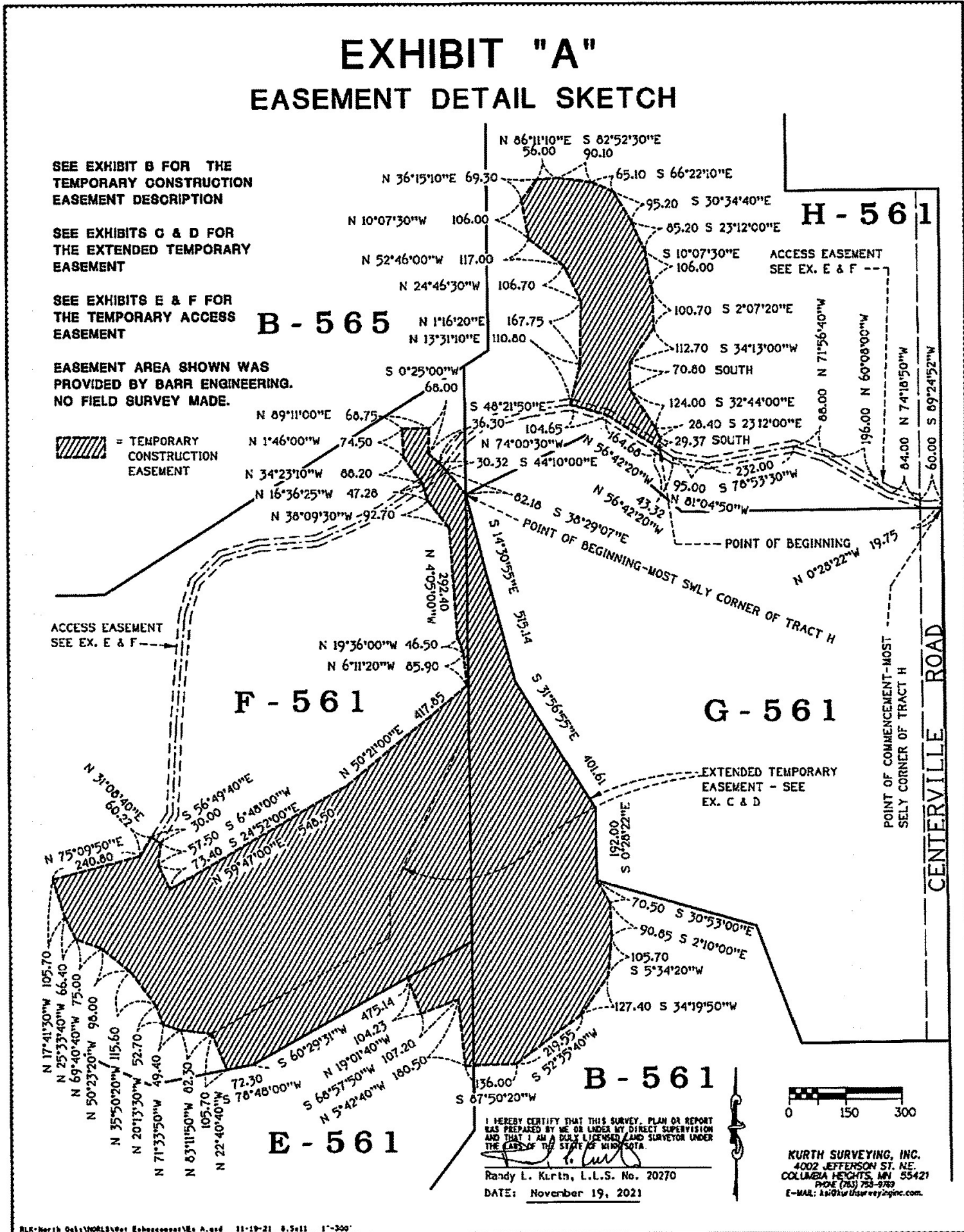


EXHIBIT B
Legal Description of Temporary Construction Easement Area

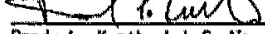
EXHIBIT "B"
EASEMENT DESCRIPTION
SHEET 1 OF 2

An easement for Temporary Construction purposes over those parts of Tract H, REGISTERED LAND SURVEY (R.L.S.) NO. 561, described as follows:

Commencing at the most southeasterly corner of Tract H;
thence North 00 degrees 28 minutes 22 seconds West, along the east line of Tract H, a distance of 19.75 feet;
thence South 89 degrees 24 minutes 52 seconds West, a distance of 60.00 feet;
thence North 74 degrees 18 minutes 50 seconds West, a distance of 84.00 feet;
thence North 60 degrees 08 minutes 00 seconds West, a distance of 196.00 feet;
thence North 71 degrees 56 minutes 40 seconds West, a distance of 88.00 feet;
thence South 78 degrees 53 minutes 30 seconds West, a distance of 232.00 feet;
thence North 81 degrees 04 minutes 50 seconds West, a distance of 95.00 feet;
thence North 56 degrees 42 minutes 20 seconds West, a distance of 43.32 feet; to the POINT OF BEGINNING;
thence North 56 degrees 42 minutes 20 seconds West, a distance of 164.68 feet;
thence North 74 degrees 00 minutes 30 seconds West, a distance of 104.65 feet;
thence North 13 degrees 31 minutes 10 seconds East, a distance of 110.80 feet;
thence North 01 degrees 16 minutes 20 seconds East, a distance of 167.75 feet;
thence North 24 degrees 46 minutes 30 seconds West, a distance of 106.70 feet;
thence North 52 degrees 46 minutes 00 seconds West, a distance of 117.00 feet;
thence North 10 degrees 07 minutes 30 seconds West, a distance of 106.00 feet;
thence North 36 degrees 15 minutes 10 seconds East, a distance of 69.30 feet;
thence North 86 degrees 11 minutes 10 seconds East, a distance of 56.00 feet;
thence South 82 degrees 52 minutes 30 seconds East, a distance of 90.10 feet;
thence South 66 degrees 22 minutes 10 seconds East, a distance of 65.10 feet;
thence South 30 degrees 34 minutes 40 seconds East, a distance of 95.20 feet;
thence South 23 degrees 12 minutes 00 seconds East, a distance of 85.20 feet;
thence South 10 degrees 07 minutes 30 seconds East, a distance of 106.00 feet;
thence South 02 degrees 07 minutes 20 seconds East, a distance of 100.70 feet;
thence South 34 degrees 13 minutes 00 seconds West, a distance of 112.70 feet;
thence South 00 degrees 00 minutes 00 seconds East, a distance of 70.80 feet;
thence South 32 degrees 44 minutes 00 seconds East, a distance of 124.00 feet;
thence South 23 degrees 12 minutes 00 seconds East, a distance of 28.40 feet;
thence South 00 degrees 00 minutes 00 seconds East, a distance of 29.37 feet to the POINT OF BEGINNING.

EASEMENT AREA AS DESCRIBED = 134,624±SQ.FT \ 3.09± ACRES (INCLUDES PART OF ACCESS EASEMENT)
SEE EXHIBIT A FOR THE EASEMENT DETAIL SKETCH

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A FULLY LICENSED LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF MINNESOTA.


Randy L. Kurth, L.L.S. No. 20270
DATE: November 19, 2021

KURTH SURVEYING, INC.
4002 JEFFERSON ST. N.E.
COLUMBIA HEIGHTS, MN 55421
PHONE (763) 708-0769
E-MAIL: rsk@kurthsurveyinginc.com

EXHIBIT "B"

EASEMENT DESCRIPTION

SHEET 2 OF 2

An easement for Temporary Construction purposes over those parts of Tracts B, E and F, REGISTERED LAND SURVEY (R.L.S.) NO. 561, described as follows:

Beginning at the most southwesterly corner of Tract H of said R.L.S.;

thence South 14 degrees 30 minutes 55 seconds East, along a line common to Tracts B and G, a distance of 515.14 feet;

thence South 31 degrees 56 minutes 55 seconds East, along said common boundary, a distance of 401.61 feet;

thence South 00 degrees 28 minutes 22 seconds East, along said common boundary, a distance of 192.00 feet;

thence South 30 degrees 53 minutes 00 seconds East, a distance of 70.50 feet;

thence South 02 degrees 10 minutes 00 seconds East, a distance of 90.85 feet;

thence South 05 degrees 34 minutes 20 seconds West, a distance of 105.70 feet;

thence South 34 degrees 19 minutes 50 seconds West, a distance of 127.40 feet;

thence South 52 degrees 35 minutes 40 seconds West, a distance of 219.55 feet;

thence South 87 degrees 50 minutes 20 seconds West, a distance of 136.00 feet;

thence North 05 degrees 42 minutes 40 seconds West, a distance of 180.50 feet;

thence South 68 degrees 57 minutes 50 seconds West, a distance of 107.20 feet;

thence North 19 degrees 01 minutes 40 seconds West, a distance of 104.23 feet to the boundary common to Tracts E and F;

thence South 60 degrees 29 minutes 31 seconds West, along a line common to Tracts E and F, a distance of 475.14 feet;

thence South 78 degrees 48 minutes 00 seconds West, along said common boundary, a distance of 72.30 feet;

thence North 22 degrees 40 minutes 40 seconds West, a distance of 105.70 feet;

thence North 83 degrees 11 minutes 50 seconds West, a distance of 82.30 feet;

thence North 71 degrees 33 minutes 50 seconds West, a distance of 49.40 feet;

thence North 20 degrees 13 minutes 30 seconds West, a distance of 52.70 feet;

thence North 35 degrees 50 minutes 20 seconds West, a distance of 115.60 feet;

thence North 50 degrees 23 minutes 20 seconds West, a distance of 98.00 feet;

thence North 69 degrees 40 minutes 40 seconds West, a distance of 75.00 feet;

thence North 25 degrees 33 minutes 40 seconds West, a distance of 66.40 feet;

thence North 17 degrees 41 minutes 30 seconds West, a distance of 105.70 feet;

thence North 75 degrees 09 minutes 50 seconds East, a distance of 240.80 feet;

thence North 31 degrees 08 minutes 40 seconds East, a distance of 60.22 feet;

thence South 56 degrees 49 minutes 40 seconds East, a distance of 30.00 feet;

thence South 06 degrees 48 minutes 00 seconds West, a distance of 57.50 feet;

thence South 24 degrees 52 minutes 00 seconds East, a distance of 73.40 feet;

thence North 59 degrees 47 minutes 00 seconds East, a distance of 548.50 feet;

thence North 50 degrees 21 minutes 00 seconds East, a distance of 417.85 feet;

thence North 06 degrees 11 minutes 20 seconds East, a distance of 85.90 feet;

thence North 19 degrees 36 minutes 00 seconds West, a distance of 46.50 feet;

thence North 04 degrees 05 minutes 00 seconds West, a distance of 292.40 feet;

thence North 38 degrees 09 minutes 30 seconds West, a distance of 92.70 feet;

thence North 16 degrees 36 minutes 25 seconds West, a distance of 47.28 feet;

thence North 34 degrees 23 minutes 10 seconds West, a distance of 88.20 feet;

thence North 01 degrees 46 minutes 00 seconds West, a distance of 74.50 feet;

thence North 89 degrees 11 minutes 00 seconds East, a distance of 68.75 feet;

thence South 00 degrees 25 minutes 00 seconds West, a distance of 68.00 feet;

thence South 48 degrees 21 minutes 50 seconds East, a distance of 36.30 feet;

thence South 44 degrees 10 minutes 00 seconds East, a distance of 30.32 feet;

thence South 38 degrees 29 minutes 07 seconds East, a distance of 82.18 feet to the POINT OF BEGINNING

EASEMENT AREA AS DESCRIBED = 943,190 ± SQ.FT \ 21.65 ± ACRES (INCLUDES PART OF ACCESS EASEMENT)

SEE EXHIBIT A FOR THE EASEMENT DETAIL SKETCH

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DAILY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Randy L. Kurth
 Randy L. Kurth, L.L.S. No. 20270

DATE: November 19, 2021

KURTH SURVEYING, INC.
 4002 JEFFERSON ST. NE.
 COLUMBIA HEIGHTS, MN 55421
 PHONE (763) 763-9789
 E-MAIL: rsi@kurthsurveyinginc.com

EXHIBIT C
Easement Detail Sketch of Extended Temporary Easement Area

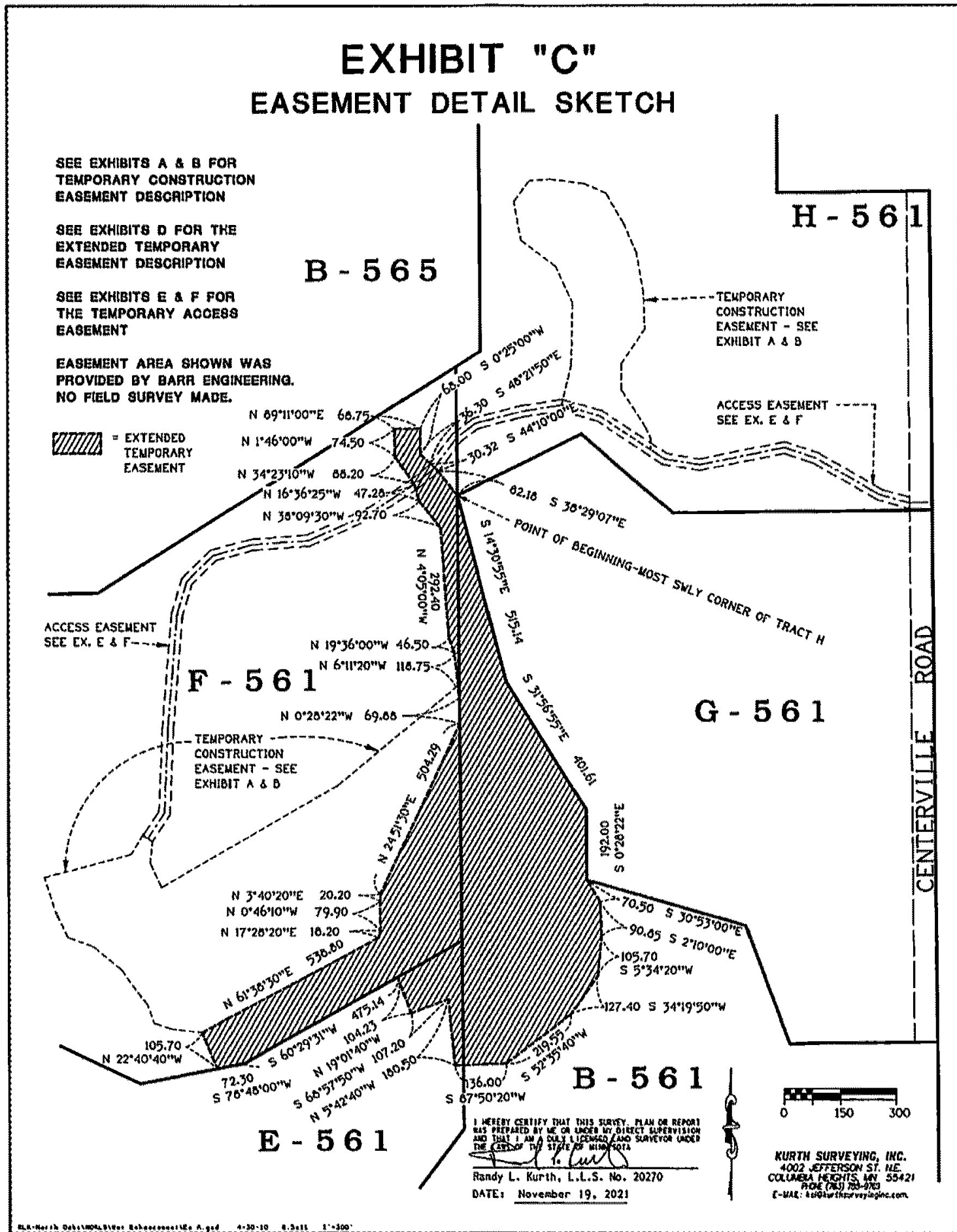


EXHIBIT D
Legal Description of Extended Temporary Easement

EXHIBIT "D"
EASEMENT DESCRIPTION

An easement for Extended Temporary Construction purposes over those parts of Tracts B, E and F, REGISTERED LAND SURVEY (R.L.S.) NO. 561 described as follows:

Beginning at the most southwesterly corner of Tract H of said R.L.S.;

thence South 14 degrees 30 minutes 55 seconds East, along the boundary common to said Tracts B and G, a distance of 515.14 feet;

thence South 31 degrees 56 minutes 55 seconds East, along said common boundary, a distance of 401.61 feet;

thence South 00 degrees 28 minutes 22 seconds East, along said common boundary, a distance of 192.00 feet;

thence South 30 degrees 53 minutes 00 seconds East, a distance of 70.50 feet;

thence South 02 degrees 10 minutes 00 seconds East, a distance of 90.85 feet;

thence South 05 degrees 34 minutes 20 seconds West, a distance of 105.70 feet;

thence South 34 degrees 19 minutes 50 seconds West, a distance of 127.40 feet;

thence South 52 degrees 35 minutes 40 seconds West, a distance of 219.55 feet;

thence South 87 degrees 50 minutes 20 seconds West, a distance of 136.00 feet;

thence North 05 degrees 42 minutes 40 seconds West, a distance of 180.50 feet;

thence South 68 degrees 57 minutes 50 seconds West, a distance of 107.20 feet;

thence North 19 degrees 01 minutes 40 seconds West, a distance of 104.23 feet to the boundary common to Tracts E and F of said R.L.S.;

thence South 60 degrees 29 minutes 31 seconds West, along the boundary common to Tracts E and F, a distance of 475.14 feet;

thence South 78 degrees 48 minutes 00 seconds West, along said common boundary, a distance of 72.30 feet;

thence North 22 degrees 40 minutes 40 seconds West, a distance of 105.70 feet;

thence North 61 degrees 38 minutes 30 seconds East, a distance of 538.80 feet;

thence North 17 degrees 28 minutes 20 seconds East, a distance of 18.20 feet;

thence North 00 degrees 46 minutes 10 seconds West, a distance of 79.90 feet;

thence North 03 degrees 40 minutes 20 seconds East, a distance of 20.20 feet;

thence North 24 degrees 51 minutes 30 seconds East, a distance of 504.29 feet to the boundary common to Tracts F and B of said R.L.S.;

thence North 00 degrees 28 minutes 22 seconds West, along the boundary common to Tracts F and B, a distance of 69.88 feet;

thence North 06 degrees 11 minutes 20 seconds West, a distance of 118.75 feet;

thence North 19 degrees 36 minutes 00 seconds West, a distance of 46.50 feet;

thence North 04 degrees 05 minutes 00 seconds West, a distance of 292.40 feet;

thence North 38 degrees 09 minutes 30 seconds West, a distance of 92.70 feet;

thence North 16 degrees 36 minutes 25 seconds West, a distance of 47.28 feet;

thence North 34 degrees 23 minutes 10 seconds West, a distance of 88.20 feet;

thence North 01 degrees 46 minutes 00 seconds West, a distance of 74.50 feet;

thence North 89 degrees 11 minutes 00 seconds East, a distance of 68.75 feet;

thence South 00 degrees 25 minutes 00 seconds West, a distance of 68.00 feet;

thence South 48 degrees 21 minutes 50 seconds East, a distance of 36.30 feet;

thence South 44 degrees 10 minutes 00 seconds East, a distance of 30.32 feet;

thence South 38 degrees 29 minutes 07 seconds East, a distance of 82.18 feet to the POINT OF BEGINNING.

EASEMENT AREA AS DESCRIBED = 540,892 ± SQ.FT \ 12.42± ACRES (INCLUDES PART OF ACCESS EASEMENT)
SEE EXHIBIT C FOR THE EASEMENT DETAIL SKETCH

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Randy L. Kurth

Randy L. Kurth, L.L.S. No. 20270
DATE: November 19, 2021

KURTH SURVEYING, INC.
4002 JEFFERSON ST. NE.
COLUMBIA HEIGHTS, MN 55421
PHONE (763) 783-9763
E-MAIL: ksr@kthsurveyinginc.com

EXHIBIT E
Easement Detail Sketch of Temporary Construction and Extended Temporary Easement Area

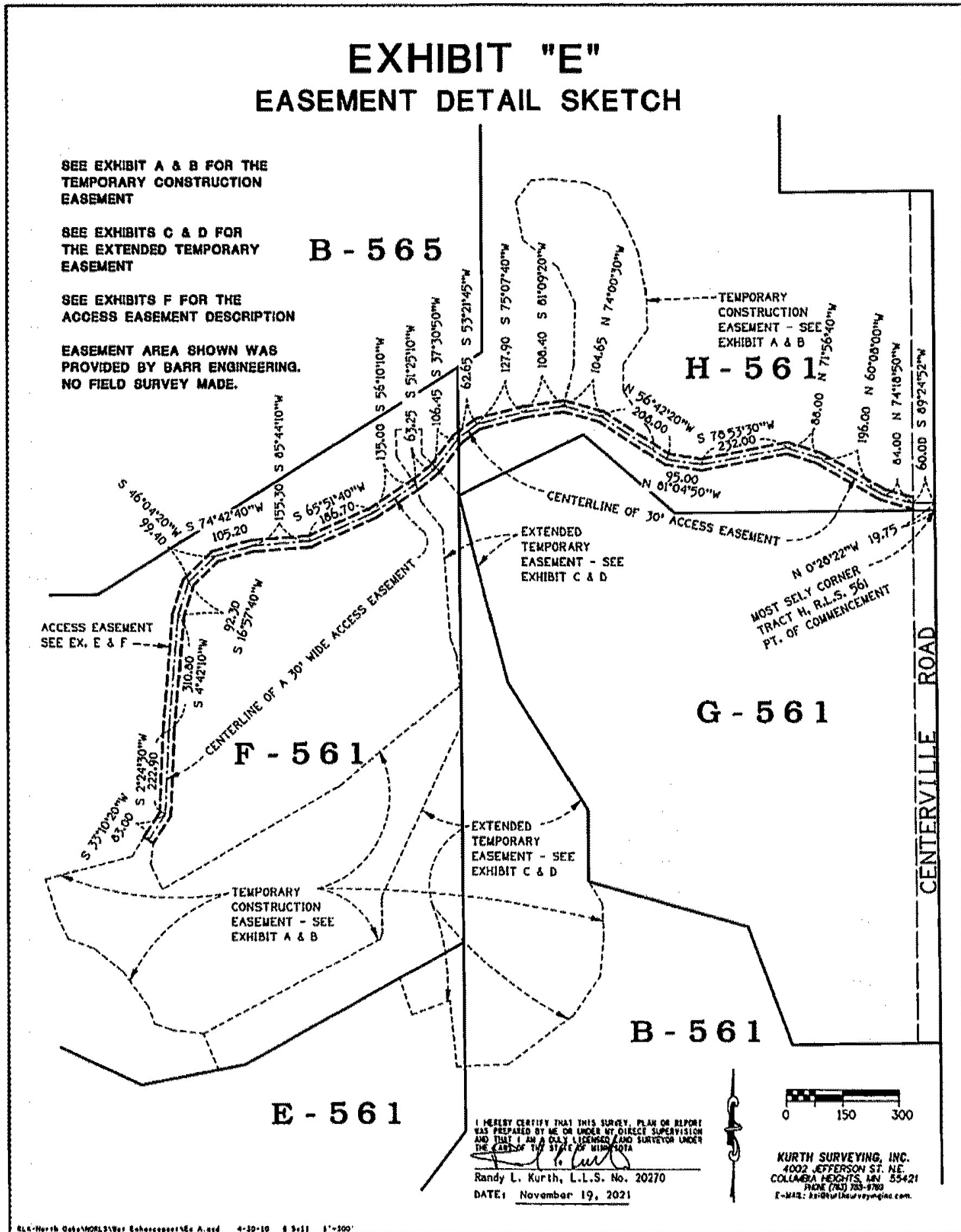


EXHIBIT F

Legal Description of Temporary Construction and Extended Temporary Easement Access

**EXHIBIT "F"
EASEMENT DESCRIPTION**

An easement for Temporary Access purposes over those parts of Tract F and H,
REGISTERED LAND SURVEY NO. 561, lying 15.00 feet each side of the following described centerline:

Commencing at the most southeasterly corner of Tract H;
thence North 00 degrees 28 minutes 22 seconds West, along the east line of Tract H,
a distance of 19.75 feet to the POINT OF BEGINNING of the Centerline to be described;
thence South 89 degrees 24 minutes 52 seconds West, a distance of 60.00 feet;
thence North 74 degrees 18 minutes 50 seconds West, a distance of 84.00 feet;
thence North 60 degrees 08 minutes 00 seconds West, a distance of 196.00 feet;
thence North 71 degrees 56 minutes 40 seconds West, a distance of 88.00 feet;
thence South 78 degrees 53 minutes 30 seconds West, a distance of 232.00 feet;
thence North 81 degrees 04 minutes 50 seconds West, a distance of 95.00 feet;
thence North 56 degrees 42 minutes 20 seconds West, a distance of 208.00 feet;
thence North 74 degrees 00 minutes 30 seconds West, a distance of 104.65 feet;
thence South 81 degrees 09 minutes 20 seconds West, a distance of 108.40 feet;
thence South 75 degrees 07 minutes 40 seconds West, a distance of 127.90 feet;
thence South 53 degrees 21 minutes 45 seconds West, a distance of 62.65 feet;
thence South 37 degrees 30 minutes 50 seconds West, a distance of 106.45 feet;
thence South 51 degrees 25 minutes 10 seconds West, a distance of 63.25 feet;
thence South 56 degrees 10 minutes 10 seconds West, a distance of 135.00 feet;
thence South 65 degrees 51 minutes 40 seconds West, a distance of 186.70 feet;
thence South 85 degrees 44 minutes 10 seconds West, a distance of 155.30 feet;
thence South 74 degrees 42 minutes 40 seconds West, a distance of 105.20 feet;
thence South 46 degrees 04 minutes 20 seconds West, a distance of 99.40 feet;
thence South 16 degrees 57 minutes 40 seconds West, a distance of 92.30 feet;
thence South 04 degrees 42 minutes 10 seconds West, a distance of 310.80 feet;
thence South 02 degrees 24 minutes 30 seconds West, a distance of 222.90 feet;
thence South 33 degrees 10 minutes 20 seconds West, a distance of 83.00 feet and there terminating.

EASEMENT AREA AS DESCRIBED = 85,954 ± SQ.FT \ 1.97 ± ACRES (TO 60' CENTERVILLE ROAD R/W)

SEE EXHIBIT E FOR THE EASEMENT DETAIL SKETCH

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER
THE LAWS OF THE STATE OF MINNESOTA.

Randy L. Kurth
Randy L. Kurth, L.L.S. No. 20270
DATE: November 19, 2021

KURTH SURVEYING, INC.
4002 JEFFERSON ST. N.E.
COLUMBIA HEIGHTS, MN 55421
PHONE (763) 763-9769
E-MAIL: rk@kthsurveyinginc.com

EXHIBIT G
Legal Description of the Property

Tracts B, E, F, and H, Registered Land Survey No. 561, Ramsey County, Minnesota, together with all hereditaments and appurtenances belonging thereto.