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Certified filed and or recorded on above date:
Office of the County Recorder
Hennepin County, Minnesota
Michael H. Cunniff, County Recorder
TransID 347754

Deputy 18
Fees
$35.50 DOC
$10.50 SUR
$2.00 COPY
$48.00 Total

TRANSFER ENTERED
HENNEPIN COUNTY TAXPAYER SERVICES

OCT 09 2007

HENNEPIN COUNTY MINN.
BY _____ DEPUTY

EASEMENT AGREEMENT

This Agreement is entered into this 7th day of September, 2007, between **The Romar Properties Family Limited Partnership,** a Minnesota limited partnership ("Grantor") and the **City of Rogers,** a body corporate and politic organized under the laws of Minnesota ("Grantee").

RECITALS

A. Grantor owns real property in Hennepin County, State of Minnesota, described on **EXHIBIT A** (the "Property").

B. Grantor is willing to grant Grantee the right to construct, maintain and operate a public road, utility and drainage improvements on certain portions of the Property consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee the perpetual right, privilege and easement to construct, maintain and operate a public road and utilities over that portion of the Property described on **EXHIBIT B** (the "Road and Utility Easement Area").

2. Grantor hereby grants to Grantee the perpetual right, privilege and easement to construct, maintain and operate utilities and drainage improvements over, under and across that portion of the Property described on **EXHIBIT C** (the "Utility and Drainage Easement Area").

3. The location and area of the Road and Utility Easement Area and Utility and Drainage Easement Area (collectively, the "Easement Areas") are depicted on attached **EXHIBIT D**.

4. The rights granted to Grantee under this Agreement are subject to all existing matters of public record.

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5. Grantor retains all other rights, title and interest in the Easement Areas, including but not limited to the right to any subsurface use.

6. Grantor and Grantee agree not to obstruct, impede, or interfere with the other in the reasonable use of the Easement Areas.

7. Grantee agrees not to cause any damage to or to otherwise misuse the Easement Areas or the Property. Grantee agrees that the use of the Easement Areas will not interfere with any existing utilities or improvements on the Property. Grantee shall be responsible for any damage to the Easement Areas and shall pay Grantor its reasonable costs of repairing any damage to the Property upon the demand of Grantor. Any costs, of any nature, associated with the construction, maintenance and use of the Easement Areas shall be paid for by Grantee.

8. If requested by Grantor, Grantee shall construct, maintain and operate a surface water drainage system acceptable to Grantor to accommodate any surface water drainage to or from the Road and Utility Easement Area to or from the Property.

9. Grantee covenants and agrees to indemnify, defend and hold harmless Grantor from and against all claims, costs, expenses and liability (including reasonable attorney's fees and costs of suit incurred in connection with all claims) including any action or proceedings brought thereon, arising from the construction, maintenance and use of the Easement Areas.

10. This Agreement shall be binding upon and benefit the parties hereto, their respective heirs, successors and assigns, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GRANTOR:

THE ROMAR PROPERTIES FAMILY LIMITED PARTNERSHIP

By: _____
Mary Meyer
Its: General Partner

GRANTEE:

CITY OF ROGERS

By: _____

Its: Mayor

By: _____

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 7th day of September, 2007, by Mary Meyer, the General Partner of The Romar Properties Family Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public

THOMAS A. GUMP
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2010

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 11th day of September, 2007, by Paul Przybilla and Jim Willis, the Mayor and City Administrator of the City of Rogers, a Minnesota body corporate and politic organized under the laws of Minnesota, on behalf of the city.

Notary Public

JUDY A. SPLETT
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2010

This document was drafted by and should be returned to:
Lindquist & Vennum P.L.L.P. (LLK)
4200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

That part of the East 765.91 feet of the East ½ of the Northwest ¼ of Section 25, Township 120, Range 23, lying North of the Railroad right of way and South of the highway, Hennepin County, Minnesota.

EXHIBIT B

ROAD AND UTILITY EASEMENT AREA

AN EASEMENT FOR INGRESS, EGRESS, AND THE EXTENSION AND MAINTENANCE OF UTILITIES OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

That part of the east 765.91 feet of the east ½ of the northwest ¼ of Section 25, Township 120, Range 23, Hennepin County, Minnesota lying north of the railroad right of way and south of the highway.

SAID EASEMENT IS DESCRIBED AS:

A 120 foot wide strip of land lying 60 feet each side of a centerline described as:

Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North-South ¼ line of said Section 25 a distance of 1217.66 feet to the point of beginning of the centerline to be described; thence South 49 degrees 26 minutes 13 seconds West a distance of 1185.35 feet; thence southwesterly a distance of 62.22 feet along a tangential curve, concave to the southeast, having a radius of 2524.00 feet and a central angle of 01 degrees 24 minutes 45 seconds, to the point of ending on the northerly right of way line of the Burlington Northern Railroad. The sidelines of said easement shall be prolonged or shortened to end at the southerly right of way line of County Road No. 81, and the northerly right of way line of the Burlington Northern Railroad.

AND

That part of the above described property lying southerly of the above described strip and northerly of a line described as Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North-South ¼ line of said Section 25 a distance of 1217.66 feet; thence South 49 degrees 26 minutes 13 seconds West a distance of 608.07 feet to the southerly right of way line of County Road No. 81; thence continuing South 49 degrees 26 minutes 13 seconds West a distance of 80.00 feet to the point of beginning of the line to be described; thence South 85 degrees 33 minutes 53 seconds East a distance of 113.14 feet to the southerly right of way line of County Road No. 81 and said line there terminating.

AND

That part of the above described property lying northerly of the above described strip and easterly of a line described as Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North-South ¼ line of said Section 25 a distance of 1217.66 feet; thence South 49 degrees 26 minutes 13 seconds West a distance of 608.07 feet to the southerly right of way line of County Road No. 81; thence continuing South 49 degrees 26 minutes 13 seconds West a distance of 80.00 feet to the point of beginning of the line to be described; thence North 04 degrees 26 minutes 07 seconds East a distance of 113.14 feet to the southerly right of way line of County Road No. 81.

EXHIBIT C

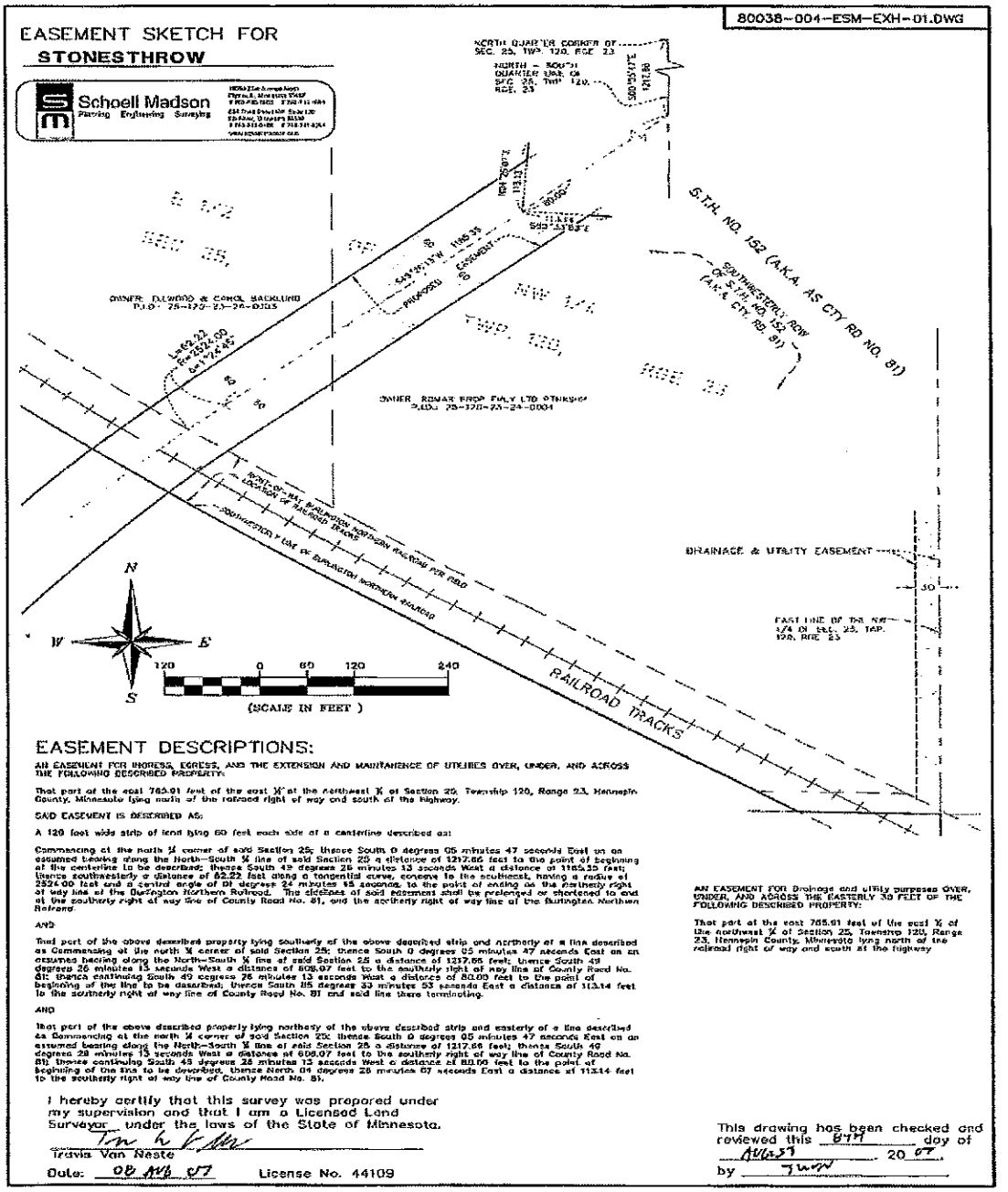
UTILITY AND DRAINAGE EASEMENT AREA

AN EASEMENT FOR DRAINAGE AND UTILITY PURPOSES OVER, UNDER, AND ACROSS THE EASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

That part of the east 765.91 feet of the east ½ of the northwest ¼ of Section 25, Township 120, Range 23, Hennepin County, Minnesota lying north of the railroad right of way and south of the highway.

EXHIBIT D

DEPICTION OF EASEMENT AREAS



EASEMENT DESCRIPTIONS:

AN EASEMENT FOR INGRESS, EGRESS, AND THE EXTENSION AND MAINTENANCE OF UTILITIES OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

That part of the east 765.91 feet of the east ½ of the northwest ¼ of Section 25, Township 120, Range 23, Hennepin County, Minnesota lying north of the railroad right of way and south of the highway.

SAID EASEMENT IS DESCRIBED AS:

A 120 foot wide strip of land lying 60 feet each side of a centerline described as:

Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North–South ¼ line of said Section 25 a distance of 1217.66 feet to the point of beginning of the centerline to be described; thence South 49 degrees 26 minutes 13 seconds West a distance of 1165.35 feet; thence southwesterly a distance of 62.22 feet along a tangential curve, concave to the southeast, having a radius of 2324.00 feet and a central angle of 01 degrees 24 minutes 55 seconds, to the point of ending on the northerly right of way line of the Burlington Northern Railroad. The sidelines of said easement shall be prolonged or shortened to end at the southerly right of way line of County Road No. 81, and the northerly right of way line of the Burlington Northern Railroad.

AND

That part of the above described property lying southerly of the above described strip and northerly of a line described as Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North–South ¼ line of said Section 25 a distance of 1217.66 feet; thence South 49 degrees 26 minutes 13 seconds West a distance of 809.07 feet to the southerly right of way line of County Road No. 81; thence continuing South 49 degrees 26 minutes 13 seconds West a distance of 80.00 feet to the point of beginning of the line to be described; thence South 85 degrees 33 minutes 53 seconds East a distance of 113.14 feet to the southerly right of way line of County Road No. 81 and said line there terminating.

AND

That part of the above described property lying northerly of the above described strip and easterly of a line described as Commencing at the north ¼ corner of said Section 25; thence South 0 degrees 05 minutes 47 seconds East on an assumed bearing along the North–South ¼ line of said Section 25 a distance of 1217.66 feet; thence South 49 degrees 26 minutes 13 seconds West a distance of 809.07 feet to the southerly right of way line of County Road No. 81; thence continuing South 49 degrees 26 minutes 13 seconds West a distance of 80.00 feet to the point of beginning of the line to be described; thence North 04 degrees 26 minutes 07 seconds East a distance of 113.14 feet to the southerly right of way line of County Road No. 81.

AN EASEMENT FOR Drainage and utility purposes OVER, UNDER, AND ACROSS THE EASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

That part of the east 765.91 feet of the east ½ of the northwest ¼ of Section 25, Township 120, Range 23, Hennepin County, Minnesota lying north of the railroad right of way and south of the highway

I hereby certify that this survey was prepared under my supervision and that I am a Licensed Land Surveyor under the laws of the State of Minnesota.

Travis Van Naste

Date: 08 AUG 07 License No. 44109

This drawing has been checked and reviewed this 8TH day of August 20 07.

by Jwn