

**AGREEMENT FOR CARVER COUNTY CONVEYANCE OF  
REAL PROPERTY LOCATED WITHIN CITY OF CHANHASSEN  
FOR PUBLIC USE AS RECREATIONAL TRAIL FOR OFF-ROAD BIKES**

**THIS AGREEMENT FOR CONVEYANCE OF REAL PROPERTY LOCATED WITHIN CITY OF CHANHASSEN FOR PUBLIC USE AS RECREATIONAL TRAIL FOR OFF-ROAD BIKES**, (“**Agreement**”), is made and entered into as of \_\_\_\_\_, \_\_\_\_\_, 2019, by and between the County of Carver, a body politic and corporate organized and existing under the laws of the State of Minnesota (“**County**”) and the City of Chanhassen, a political subdivision organized and existing under the laws of the State of Minnesota (“**Chanhassen**”). The County and the Chanhassen are each sometimes referred to hereinafter as “**Party**,” and are both sometimes referred to hereinafter as “**Parties**.”

**RECITALS:**

**WHEREAS**, the County owns certain real property located within Chanhassen, Carver County, Minnesota legally described in **Exhibit A**, attached hereto and incorporated herein, (“**Property**”), and visually depicted in **Exhibit B**, attached hereto and incorporated herein.

**WHEREAS**, Carver Trails is a non-profit organization of Carver County residents.

**WHEREAS**, Carver Trails seeks to build, maintain and manage for public use a recreational trail for off-road bikes (“**Trail**”) along the north side of US Highway 212 in Chanhassen and in the City of Chaska, (“**Chaska**”), which will cross and include portions of the Property.

**WHEREAS**, Carver Trails sought to receive permission from the County and from Chaska for the portions of the Trail that will be located within their respective jurisdictions.

**WHEREAS**, Chanhassen entered a Memorandum of Understanding with Carver Trails and with Chaska regarding the construction of the Trail on Chanhassen property.

**WHEREAS**, currently the County needs fifty-five (55) feet as measured from the centerline for each of the County’s highways bordering the Trail, CSAH 15 (Audubon Road) and CSAH 14 (Pioneer Trail).

**WHEREAS**, in the future the County may need an additional ten (10) feet as measured from the centerline, resulting in a total of sixty-five (65) feet as measured from the centerline, for each of the aforementioned County’s highways.

**WHEREAS**, the County needs a portion of its Property for drainage and utility purposes for the County’s highways located near the Property.

**WHEREAS**, to simplify Carver Trail’s process of obtaining permission for constructing, maintaining and managing the Trail, and to minimize liability for the County related to the Trail, the County wishes to convey a portion of its Property to Chanhassen (“**Conveyance Property**”) while reserving unto the County a perpetual easement for drainage and utility purposes over, under, and across the Conveyance Property and all iron ore and other valuable minerals in and upon the Conveyance Property, with the right to explore for, mine, and remove the iron ore and other valuable minerals, provided Chanhassen agrees to allow Carver Trails to build, maintain, and manage the Trail in Chanhassen, including portions of the Conveyance Property.

**NOW THEREFORE**, in consideration of the mutual promises and covenants of each to the other Party as contained herein, and for other good and valuable consideration, receipt of which the Parties hereby acknowledge, the County and Chanhassen hereby covenant and agree as follows:

### **AGREEMENT**

**Section 1.01. Recitals.** The Parties hereby adopt each of the recitals set forth above and incorporate said recitals herein.

#### **Section 1.02. County’s Rights and Obligation.**

(a) Upon execution of this Agreement, the County shall convey the Conveyance Property at no cost by Quit Claim Deed to Chanhassen for the public purpose of the Trail while reserving unto the County:

- (1) A permanent easement for drainage and utility purposes over, under, and across the area of the Conveyance Property, legally described in **Exhibit C**, attached hereto and incorporated herein, (“**Easement Tract**”), and visually depicted in **Exhibit B**, and according to the form and substance of the Permanent Drainage and Utility Easement attached hereto and incorporated herein as **Exhibit D** (“**Easement**”); and
- (2) Pursuant to Minnesota Statute § 373.01, Subd. 1(h), and as amended from time to time, all iron ore and other valuable minerals in and upon the Conveyance Property, with the right to explore for, mine and remove the iron ore and other valuable minerals in and upon the Conveyance Property (“**Mineral Rights**”).

#### **Section 1.03. Chanhassen’s Obligations.**

(a) Chanhassen shall permit Carver Trails to construct, maintain and manage the Trail within Chanhassen, including but not limited to over and across portions of the Conveyance Property that the County shall convey by Quit Claim Deed, according to the form and substance of **Exhibit E**, attached hereto and incorporated herein, (“**QCD**”) to Chanhassen for that purpose.

(b) Chanhassen shall convey any part of or all of the Conveyance Property back to the County at no cost by quit claim deed if Chanhassen fails to permit Carver Trails to construct, maintain and manage the Trail within Chanhassen, including but not limited to over and across portions of the Conveyance Property that the County conveys to Chanhassen for that purpose, upon receipt of a written request for said conveyance by the County.

(c) Chanhassen shall convey title to, and ownership and possession of the Conveyance Property back to the County by Quit Claim Deed, at no cost to the County, if the County Board of Commissioners determines in its sole and reasonable discretion that the County needs that Conveyance Property for a public purpose. The conveyance governed by this paragraph shall cause the County to acquire an additional ten (10 ) feet of real property as measured from the centerline, which then shall total sixty-five (65) feet as measured from the centerline, of real property for each of the County's highways bordering the Trail, CSAH 15 and CSAH 14.

(d) Chanhassen shall not engage in or permit any other person or entity to engage in any activity or activities over, under, and across the Conveyance Property or Easement Tract that unreasonably interfere(s) with or that adversely impacts the purpose or purposes of said Easement.

(e) Chanhassen hereby grants to the County the right of the County, its contractors, employees, agents, and consultants to enter onto the Conveyance Property for any purpose related to the purposes of the Easement.

(f) Pursuant to the Memorandum of Understanding between Carver Trails and Chanhassen, Carver Trails shall maintain the Conveyance Property, excepting the Easement Tract, at Carver Trails' sole cost and expense.

**Section 1.04. Appurtenant Easement and Reservation of Mineral Rights.** The Easement and the Reservation of Mineral Rights shall be appurtenant, and shall run with the land.

**Section 1.05. Non-Assignability.** Neither the County nor Chanhassen shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other Party.

**Section 1.06. Alteration.** It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all Parties.

**Section 1.07. Waiver.** The waiver of any of the rights and/or remedies arising under the

terms of this Agreement on any one occasion by any Party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**Section 1.08. Interpretation According to Minnesota Law.** The Laws of the State Minnesota shall apply to this Agreement.

**Section 1.09. Headings.** The headings to the various sections of this Agreement are included only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the Parties as expressed in this Agreement.

**Section 1.10. Further Actions.** The Parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

**Section 1.11. Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

**Section 1.12. Records Availability and Access.**

(a) **County Contract Subject to Audit.** Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the County agrees that Chanhassen, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the County, and involve transactions relating to this Agreement.

The County agrees to maintain these records for a period of six years from the date of termination of this Agreement.

(b) **Chanhassen Contract Subject to Audit.** Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, Chanhassen agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Chanhassen and involve transactions relating to this Agreement.

Chanhassen agrees to maintain these records for a period of six years from the date of termination of this Agreement.

**Section 1.13. Data Practices.** Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices

Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable Federal and State laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended from time to time.

**Section 1.14. Nondiscrimination.** During the performance of this Agreement, each Party agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment light in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

**Section 1.15. Default.** Default in this Agreement may occur when a Party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement. Unless the Party's default is excused in writing by the non-defaulting Party, the non-defaulting Party may, upon written notice to the defaulting Party representative listed herein, cancel this Agreement in its entirety.

**Section 1.16. Third Party.** This Agreement does not create any rights, claims or benefits inuring to any person that is not a Party hereto nor create or establish any third Party beneficiary.

**IN TESTIMONY WHEREOF**, the Parties hereto have caused these presents to be executed.

**COUNTY OF CARVER**

**CITY OF CHANHASSEN**

\_\_\_\_\_  
Randy Maluchnik, County Board Chair

\_\_\_\_\_  
Elise Ryan, City of Chanhassen Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Dave Hemze, County Administrator

\_\_\_\_\_  
Todd Gerhardt, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**EXHIBIT A**

**Legal Description of Property**

The land conveyed from the State of Minnesota to Carver County per Document Numbers A671044 and T208466, recorded in the Carver County Recorder's Office on December 5, 2018.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**



## EXHIBIT C

### Legal Description of Portion of Parcel 58B and Parcel 58C and 58D

That part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B, Parcel 58C, and Parcel 58D on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, which lies southeasterly of a line drawn parallel with and distant 55 feet southeasterly of Centerline B.

Centerline B:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the point of beginning of Centerline B to be described, also being the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline 1577.88 feet and said line there terminating.

Carver County reserving unto themselves a perpetual easement for drainage and utility purposes over, under, and across that part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B and Parcel 58C on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, described as follows:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline 843.97 feet to the point of beginning of the easement to be described; thence continuing North 43 degrees 20 minutes 54 seconds East, along said centerline 557.70 feet to the north line of said Northeast Quarter of the Southeast Quarter; thence South 46 degrees 39

minutes 06 seconds East 158.60 feet; thence South 43 degrees 20 minutes 54 seconds West 219.81 feet; thence South 10 degrees 46 minutes 25 seconds West 245.30 feet; thence South 86 degrees 09 minutes 36 seconds West 177.82 feet; thence North 46 degrees 53 minutes 50 seconds West 169.83 feet to the point of beginning

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**EXHIBIT D**

**Permanent and Drainage and Utility Easement**

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(3" Top Margin for Recording)

**PERMANENT DRAINAGE & UTILITY EASEMENT**

The City of Chanhassen, a political subdivision organized and existing under the laws of the State of Minnesota, being the owner in fee simple of the real property ("**Property**") described hereinafter "**Grantor**," hereby grants unto Carver County, a political subdivision of the State of Minnesota, "**Grantee**," its successors and assigns, the hereinafter described permanent drainage and utility easement.

**Legal Description of Property**

Grantors are the owners in fee simple of the following described real property which is located within Chanhassen, Carver County, Minnesota (the "**Property**"):

That part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B, Parcel 58C, and Parcel 58D on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, which lies southeasterly of a line drawn parallel with and distant 55 feet southeasterly of Centerline B.

Centerline B:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the point of beginning of Centerline B to be described, also being the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline 1577.88 feet and said line there terminating.

### **Grant of Easement**

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby bargains, sells, grants and conveys to Grantee, its successors and assigns, a permanent easement for drainage and utility purposes (“**Easement**”) over, under, across and upon the following described portion of the above described Property (“**Easement Tract**”):

A perpetual easement for drainage and utility purposes over, under, and across that part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B and Parcel 58C on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, described as follows:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline

843.97 feet to the point of beginning of the easement to be described; thence continuing North 43 degrees 20 minutes 54 seconds East, along said centerline 557.70 feet to the north line of said Northeast Quarter of the Southeast Quarter; thence South 46 degrees 39 minutes 06 seconds East 158.60 feet; thence South 43 degrees 20 minutes 54 seconds West 219.81 feet; thence South 10 degrees 46 minutes 25 seconds West 245.30 feet; thence South 86 degrees 09 minutes 36 seconds West 177.82 feet; thence North 46 degrees 53 minutes 50 seconds West 169.83 feet to the point of beginning

### **Grantee's Rights within Easement Tract**

Said Easement shall include, but not be limited to, the right of the Grantee, its contractors, employees, agents and invitees to enter upon and occupy said Easement Tract for the purposes of locating, constructing, operating, inspecting, maintaining, altering, repairing, reconstructing, using, and removing highway, utility and drainage improvements, to grade, slope, and excavate within said Easement Tract, to store equipment and materials, and to remove pavement, sidewalks, bushes, trees, undergrowth, fences, and other materials, buildings, improvements and obstructions as, in the judgment of Grantee, may from time to time interfere with Grantee's construction and use of such utility and drainage improvements within said Easement Tract.

Grantor agrees not to construct fences, retaining walls, buildings or other obstructions, perform tillage, plant trees, hinder in any way the flow of surface water, or perform or permit any detrimental operation or activity within the Easement Tract.

Grantee shall have the right to use and remove earth, trees, shrubs, grasses, and other materials lying within the limits of the Easement Tract. Grantee will replace topsoil and reestablish grass cover on exposed soil areas within the Easement Tract where excavation and embankment construction take place, and where clay or other poor soil is exposed.

Grantee may permit cities, townships, utility companies and others to place and maintain power, telephone, gas, tile, water, sewer and other utilities above and/or under the ground within the limits of the Easement Tract. However, it is not permissible for the cross-arm members of such utility lines to overhang over lands adjacent to said Easement Tract.

Grantor, their successors and assigns, agree to not modify the highway slopes, out slopes, highway ditch configurations, utilities or other modifications or improvements made or placed by Grantee or others pursuant to the direction or consent of Grantee within said Easement Tract.

Grantor understands and acknowledges that the permanent right of way on or adjoining Grantor's property also includes any previously existing highway easements as well as road easements established by use and maintenance.

The Grantor certifies that there are no wells, abandoned wells, septic system components, other obstructions (above or below the ground surface), or known environmental hazards within the Easement Tract.

**Title**

Grantors warrant to Grantee that they are the owners of the Property in fee simple, subject to no encumbrances with the sole right to grant the Easement, and that any judgments or liens against persons or entities with the same or similar names as the Grantor are not against Grantor.

**Environmental Matters**

Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and attorneys' fees, costs, disbursements, or losses resulting from any claims, actions, suits or proceedings relating to a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or relate to the Easement Tract or the Property prior to the date of this instrument.

**Binding Effect**

The terms and conditions of this instrument shall run with the land and be binding on the Grantor and the personal representatives, heirs, devisees, trustees, executors, administrators, successors and assigns of Grantors.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, said Grantor has caused this instrument to be executed the day and year first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**GRANTOR (CITY OF CHANHASSEN)**

**GRANTOR**

\_\_\_\_\_

\_\_\_\_\_

Elyse Ryan, Mayor of City of Chanhassen

\_\_\_\_\_

\_\_\_\_\_

Check here if part or all of the land is Registered (Torrens)

This Instrument Was Drafted By/Return To: Carver County Public Works, 11360 Highway 212, Suite 1, Cologne, MN, 55322.

**ACKNOWLEDGMENT**

STATE OF MINNESOTA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by

\_\_\_\_\_

\_\_\_\_\_.

Notary Public

My Commission expires \_\_\_\_\_

**EXHIBIT E**

**Quit Claim Deed**

(Top 3 inches reserved for recording data)

**QUIT CLAIM DEED** **Minnesota Uniform Conveyancing Blanks**  
**Business Entity to Business Entity** **Form 10.3.5 (2013)**

eCRV number: \_\_\_\_\_

DEED TAX DUE: \$ \_\_\_\_\_

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION, the County of Carver  
(insert name of Grantor)

a body politic and corporate under the laws of Minnesota ("Grantor"),  
hereby conveys and quitclaims to the City of Chanhassen  
(insert name of Grantee)

a political subdivision organized and existing under the laws of Minnesota ("Grantee"),  
real property in Chanhassen, Carver County, Minnesota, legally described as follows:

See Exhibit A, attached hereto and incorporated herein, reserving unto themselves a permanent easement for drainage and utility purposes over, under, and across the real property as set forth therein, and said permanent easement shall be recorded separately with the Carver County Office of Registrar of Titles, and reserving unto themselves all iron ore and other valuable mineral rights in and upon the real property described in said Exhibit A, with the right to explore for, mine and remove the iron ore and other valuable minerals in and upon the real property described in said Exhibit A.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

**Check applicable box:**

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**Grantor**

\_\_\_\_\_  
(name of Grantor)

By: \_\_\_\_\_  
(signature) Randy Maluchnik

Its: Chair of Carver County Board of Commissioners  
(type of authority)

By: \_\_\_\_\_  
(signature) Dave Hemze

Its: Administrator  
(type of authority)

State of Minnesota, County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_  
(month/day/year) (name of authorized signer)

\_\_\_\_\_ as \_\_\_\_\_  
(type of authority)

and by \_\_\_\_\_  
(name of authorized signer)

as \_\_\_\_\_ of \_\_\_\_\_  
(type of authority) (name of Grantor)

(Stamp)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

Office of Carver County Attorney  
Government Center, Justice Center  
604 East Fourth Street  
Chaska, MN 55318

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS  
INSTRUMENT SHOULD BE SENT TO:  
(insert legal name and residential or business address of Grantee)

## Exhibit A to Quit Claim Deed

### Legal Description of Property

That part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B, Parcel 58C, and Parcel 58D on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, which lies southeasterly of a line drawn parallel with and distant 55 feet southeasterly of Centerline B.

Centerline B:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the point of beginning of Centerline B to be described, also being the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline 1577.88 feet and said line there terminating.

Carver County reserving unto themselves a perpetual easement for drainage and utility purposes over, under, and across that part of the Northeast Quarter of the Southeast Quarter of Section 27, Township 116 North, Range 23 West, being part of Parcel 58B and Parcel 58C on Minnesota Department of Transportation Right of Way Plat No. 10-21, according to the recorded plat thereof, described as follows:

Commencing at the southwest corner of said Section 27; thence South 89 degrees 20 minutes 26 seconds East, assumed bearing, along the south line of said Section 27, a distance of 1073.33 feet to the centerline of CSAH No. 15; thence North 49 degrees 16 minutes 55 seconds East, along said centerline 1370.36 feet, thence northeasterly along said centerline 510.52 feet along a tangential curve, concave to the northwest, central angle of 21 degrees 06 minutes 05 seconds, radius 1386.19 feet to the centerline of CSAH No. 14; thence North 89 degrees 45 minutes 26 seconds East, along said centerline 455.86 feet; thence northeasterly along said centerline 742.54 feet along a tangential curve, concave to the northwest, central angle 46 degrees 24 minutes 32 seconds, radius 916.73 feet; thence North 43 degrees 20 minutes 54 seconds East, along said centerline 843.97 feet to the point of beginning of the easement to be described; thence continuing North 43 degrees 20 minutes 54 seconds East, along said centerline 557.70 feet to the north line of said Northeast Quarter of the Southeast Quarter; thence South 46 degrees 39

minutes 06 seconds East 158.60 feet; thence South 43 degrees 20 minutes 54 seconds West 219.81 feet; thence South 10 degrees 46 minutes 25 seconds West 245.30 feet; thence South 86 degrees 09 minutes 36 seconds West 177.82 feet; thence North 46 degrees 53 minutes 50 seconds West 169.83 feet to the point of beginning

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