



Doc No 4335340 12/07/2006 09:00 AM
Certified filed and or recorded on above date:
Office of the Registrar of Titles
Hennepin County, Minnesota
Michael H. Cunniff, Registrar of Titles
TransID 275388

New cert	Cert
	1066203
	682662

Deputy 55
Fees
\$1.50 AF
\$10.50 STATEFEE
\$54.00 TDOCFEE
\$0.00 TSUR
\$66.00 Total

TRANSFER ENTERED
HENNEPIN COUNTY TAXPAYER SERVICES

DEC 04 2006

HENNEPIN COUNTY MN
BY  DEPUTY

(Reserved for Recording Data)

P-342

CPT 27086 SR

GRANT OF MUTUAL EASEMENTS

This Agreement (the "Agreement") effective July 6, 2006, by, between and among **Steven B. Hoyt and Michelle Hoyt**, husband and wife ("Hoyt"), **Jon Lonneman and Sandra Lonneman**, husband and wife, and **Marcel Lonneman and Elizabeth Lonneman**, husband and wife (collectively "Lonneman"), **The Estate of Thomas W. Noble** ("Noble") and **Pam Oil, Inc.**, a Minnesota corporation ("Pam Oil").

Recitals

A. Hoyt is the fee owner of property located in the City of Bloomington, Hennepin County, Minnesota legally described on Exhibit A attached hereto and incorporated herein. Lonneman is the equitable owner and is purchasing the property under a Contract for Deed (the "Hoyt/Lonneman Parcel").

B. Noble is the owner of property located in the City of Bloomington, Hennepin County, Minnesota legally described on Exhibit A attached hereto and incorporated herein (the "Noble Parcel").

C. Pam Oil is a tenant of the Hoyt/Lonneman Parcel.

D. The parties wish to establish of record a non-exclusive common driveway and access easement for the benefit of the Hoyt/Lonneman Parcel and the Noble Parcel which burdens and encumbers portions of the Hoyt/Lonneman and Noble Parcels. Such easement is legally described on Exhibit A and for the purposes hereof is referred to as the "Driveway Easement". A sketch of the Driveway Easement is attached hereto as Exhibit B.

E. The parties wish to establish of record a private shared storm sewer easement for the benefit of the Hoyt/Lonneman Parcel and the Noble Parcel which burdens and encumbers

portions of the Hoyt/Lonneman and Noble Parcels. Such easement is legally described on Exhibit A and for the purposes hereof is referred to as the "Storm Sewer Easement". A sketch of the Storm Sewer Easement is attached hereto as Exhibit B.

F. The parties wish to create, impose and grant certain rights and obligations with respect to the construction and maintenance of a driveway to be located within the Driveway Easement and the private storm sewer.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed as follows:

1. **Grant of Driveway Easement.**

A. Hoyt/Lonneman hereby grants a non-exclusive easement for ingress and egress and driveway purposes over and across a portion of the Hoyt/Lonneman Parcel legally described on Exhibit A for the benefit of the Noble Parcel.

B. Noble hereby grants a non-exclusive easement for ingress and egress and driveway purposes over and across a portion of the Noble Parcel legally described on Exhibit A for the benefit of the Hoyt/Lonneman Parcel.

2. **Grant of Storm Sewer Easement.**

A. Hoyt/Lonneman hereby grants an easement for storm sewer purposes over and across a portion of the Hoyt/Lonneman Parcel legally described on Exhibit A for the benefit of the Noble Parcel.

B. Noble hereby grants an easement for storm sewer purposes over and across a portion of the Noble Parcel legally described on Exhibit A for the benefit of the Hoyt/Lonneman Parcel.

3. **Maintenance of Driveway Easement.** Pam Oil will, at its expense, construct and maintain a driveway within the Driveway Easement. Upon the termination of the tenancy of Pam Oil, Hoyt/Lonneman shall assume the obligation to maintain the driveway; provided that at such time as Noble begins to use the driveway, Noble shall be responsible for fifty (50%) percent of the cost to maintain the driveway.

4. **Maintenance of Storm Sewer Easement.** Pam Oil will, at its expense, construct and maintain a private storm sewer within the Storm Sewer Easement. Upon the termination of the tenancy of Pam Oil, Hoyt/Lonneman and the successor owners of the Hoyt/Lonneman Parcel shall assume the obligation to maintain the private storm sewer.

5. **Insurance.** Pam Oil will, at its expense, maintain general liability insurance against any and all claims for injuries to persons or damage to property occurring in, upon or about the Driveway Easement and the Storm Sewer Easement during the term of its tenancy, such insurance to be in an amount not less than Three Million (\$3,000,000.00) Dollars

(combined single limit personal injury and property damage). Such insurance shall be written in a company or companies authorized to engage in the business of general liability insurance in the State of Minnesota, and there shall be delivered to Hoyt/Lonneman and Noble customary certificates evidencing such paid-up insurance, which certificates are to be issued by the insurance companies and which certificates shall further provide that such general liability insurance may not be cancelled unless Hoyt/Lonneman and Noble are notified in writing thirty (30) days prior to any such proposed cancellation. Upon the termination of the tenancy of Pam Oil, Hoyt/Lonneman and the successor owners of the Hoyt/Lonneman Parcel shall assume the obligation to maintain the insurance described in this Section.

6. **Indemnification**. Pam Oil shall, during the term of its tenancy, indemnify and save harmless Hoyt/Lonneman and Noble against all liabilities, damages, claims, fines, penalties, costs and other expenses, including all attorneys' fees, which may be imposed upon, incurred by or asserted against Hoyt/Lonneman and Noble by reason of all of the following: (a) any use or condition of the Driveway Easement and the Storm Sewer Easement or any part thereof not due to negligence on the part of Hoyt/Lonneman or Noble; (b) any personal injury or property damage occurring on or about the Driveway Easement and the Storm Sewer Easement not due to negligence on the part of Hoyt/Lonneman or Noble; (c) any negligence on the part of Pam Oil, its agents, contractors, licensees or invitees; (d) any failure to comply with any requirement of Pam Oil made by any governmental authority; (e) any litigation commenced by or against Pam Oil to which Hoyt/Lonneman or Noble is made a party without any fault on the part of Hoyt/Lonneman or Noble. Upon the termination of the tenancy of Pam Oil, Hoyt/Lonneman and the successor owners of the Hoyt/Lonneman Parcel shall assume the obligation to indemnify Noble as described in this Section.


7. **Severability**. The invalidity of any portion of this Agreement shall not impair in any manner the validity, enforceability or effect of the rest of this Agreement.

8. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

9. **Successors and Assigns**. All rights and easements granted by this Agreement are appurtenant to the Hoyt/Lonneman Parcel and the Noble Parcel and shall run with the land and shall inure to the benefit of and be binding on all present and future owners of the Hoyt/Lonneman Parcel and the Noble Parcel and their respective heirs, successors and assigns.

* * *

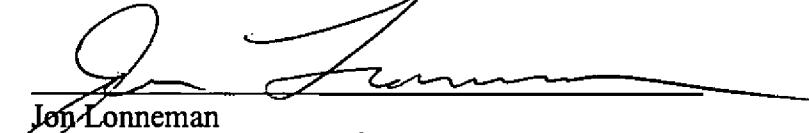
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.



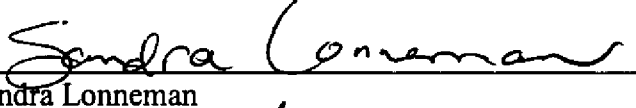
Steven B. Hoyt




Michelle Hoyt



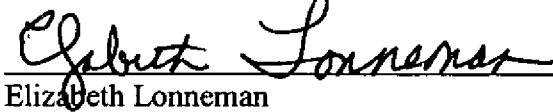
Jon Lonneman



Sandra Lonneman




Marcel Lonneman

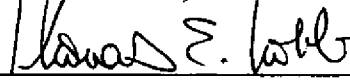


Elizabeth Lonneman

THE ESTATE OF THOMAS W. NOBLE

BY: 

Michael J. Noble, Personal Representative

BY: 

Thomas E. Noble, Personal Representative

PAM OIL, INC.

BY: 

Its President

STATE OF MINNESOTA)
(ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 26th day of May, 2006 by **Jon Lonneman**, husband of Sandra Lonneman.



Terry H. Rueb
Notary Public

STATE OF MINNESOTA)
(ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of July, 2006 by **Sandra Lonneman**, wife of Jon Lonneman.



Michelle L. Macdonald
Notary Public

RHODE ISLAND
STATE OF ~~MINNESOTA~~)
(ss
COUNTY OF NEWPORT)

The foregoing instrument was acknowledged before me this 30TH day of MAY, 2006 by **Marcel Lonneman**, husband of Elizabeth Lonneman.


[Signature]

Notary Public

RHODE ISLAND
STATE OF ~~MINNESOTA~~)
(ss
COUNTY OF NEWPORT)

The foregoing instrument was acknowledged before me this 30TH day of MAY, 2006 by **Elizabeth Lonneman**, wife of Marcel Lonneman.


[Signature]

Notary Public

EXHIBIT A

Hoyt/Lonneman Parcel

Lots 1 and 1A, Block 3, ANDREW A. KINDEM ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of said Lot 1, Block 3, ANDREW A. KINDEM ADDITION, and lying easterly of the southerly extension of the west line of Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying within the plat of ANDREW A. KINDEM ADDITION.

AND

The easterly 25.00 feet of the south 396.00 feet of the north 990.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.

(Certificate of Title No. 1066203)

Noble Parcel

Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.

AND

That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of Lot 1, Block 3, ANDREW A. KINDEM ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and lying easterly of the southerly extension of the west line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, lying within the plat of RAYMOND F. McDONALD ADDITION.

(Certificate of Title No. 682662)

Driveway Easement

Beginning at the northeast corner of said Lot 1, Block 3, ANDREW A. KINDEM ADDITION; thence South 00 degrees 14 minutes 33 seconds West, assumed bearing, along the east line of said Lot 1, Block 3, ANDREW A. KINDEM ADDITION a distance of 18.80 feet; thence South

89 degrees 57 minutes 24 seconds West a distance of 62.27 feet; thence North 59 degrees 33 minutes 21 seconds West a distance of 54.64 feet; thence South 89 degrees 57 minutes 24 seconds West a distance of 164.04 feet to the west line of said vacated West 83rd Street; thence North 00 degrees 21 minutes 38 seconds East along the west line of said vacated West 83rd Street a distance of 42.24 feet; thence North 89 degrees 57 minutes 24 seconds East a distance of 224.72 feet; thence North 44 degrees 57 minutes 20 seconds East a distance of 21.90 feet; thence North 00 degrees 14 minutes 33 seconds East a distance of 28.35 feet; thence South 89 degrees 45 minutes 27 seconds East a distance of 33.32 feet to the east line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION distant 34.83 feet north of the southeast corner of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION; thence South 00 degrees 14 minutes 33 seconds West along the east line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION and the east line of said vacated West 83rd Street a distance of 94.83 feet to the point of beginning.

Storm Sewer Easement

A 20.00 foot wide private shared storm sewer easement over, under and across that part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of Lot 1, Block 3, ANDREW A. KINDEM ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and lying easterly of the southerly extension of the west line of Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying within the plats of RAYMOND F. McDONALD ADDITION and ANDREW A. KINDEM ADDITION, the center line of said easement is described as follows:

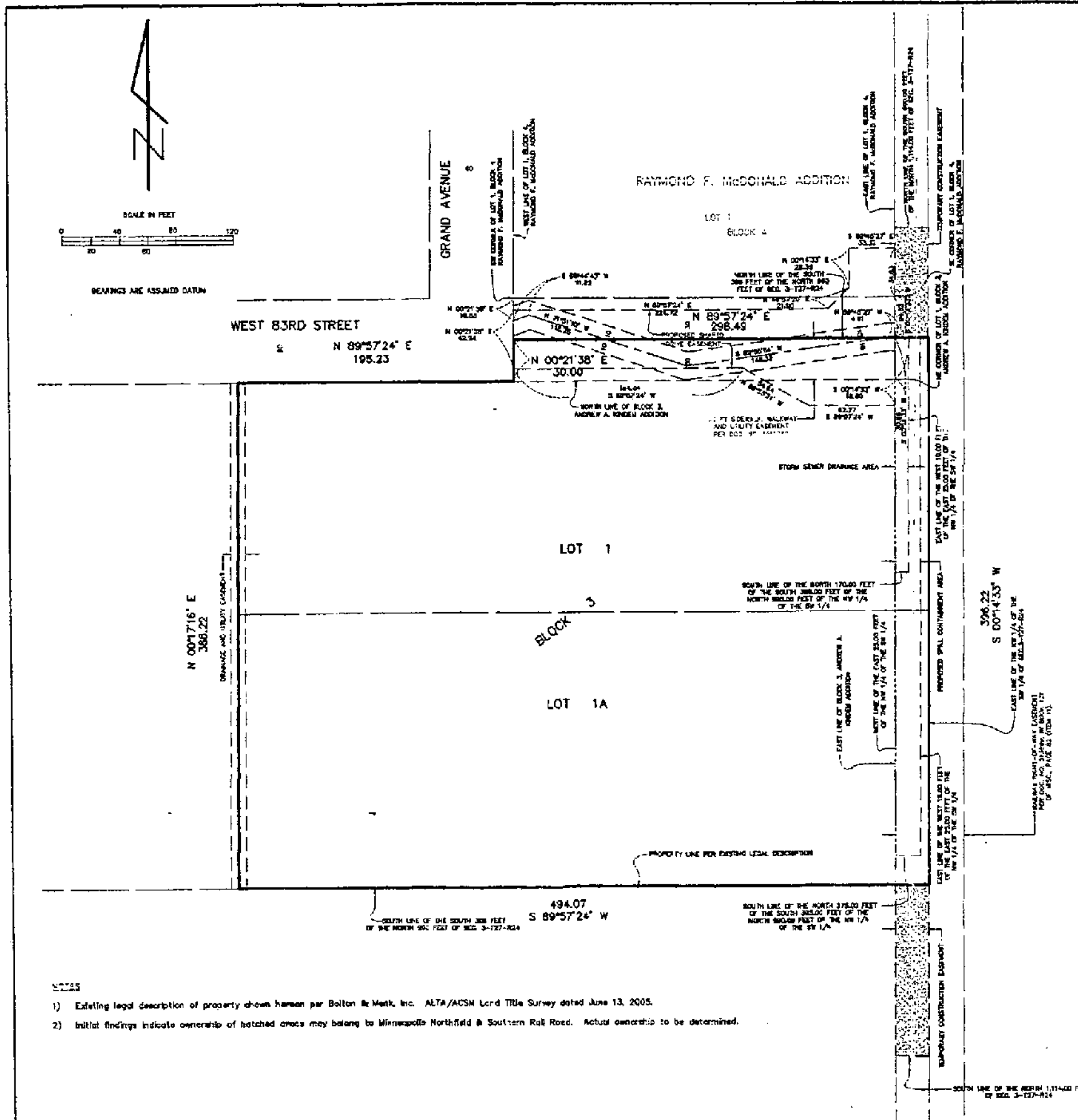
Commencing at the northeast corner of said Lot 1, Block 3, ANDREW A. KINDEM ADDITION; thence North 00 degrees 14 minutes 33 seconds East, assumed bearing, along the northerly extension of the east line of said Lot 1, Block 3, a distance of 30.66 feet to the point of beginning of said center line to be described; thence North 89 degrees 45 minutes 27 seconds West a distance of 4.61 feet; thence South 82 degrees 05 minutes 54 seconds West a distance of 146.33 feet; thence North 71 degrees 51 minutes 10 seconds West a distance of 118.75 feet; thence South 68 degrees 44 minutes 43 seconds West a distance of 11.82 feet to the southerly extension of the west line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, distant 16.53 feet from the southwest corner of said Lot 1, Block 4, and said centerline there terminating.

EXHIBIT B

Sketch Drawings of Easements

**THIS DOCUMENT WAS DRAFTED
BY:**

Campbell Knutson
Professional Association
317 Eagandale Office Center
1380 Corporate Center Curve
Eagan, Minnesota 55121
(651) 452-5000
TJC



EXISTING LEGAL DESCRIPTION:
 The following was provided in Commercial Partners Title, LLC file Number 25031, Effective date May 12, 2005, at 7:00 a.m., Schedule A.
Parcel 1:
 The Eastern 25 feet of the South 308 feet of the North 900 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
Parcel 2:
 Lots 1 and 1A, Block 3, Andrew A. Kindein Addition, according to the plat thereof, Hennepin County, Minnesota.
 Together with that part of West 83rd Street vacated in Document No. 1282221, lying West of the Northernly extension of the East line of Lot 1, Block 3, Andrew A. Kindein Addition, lying East of the Southernly extension of the West line of Lot 1, Block 4, Raymond F. McDonald Addition and lying within the plat of Andrew A. Kindein Addition.
Torrens Property
 Torrens Certificate No. 1060203
PROPOSED SPILL CONTAINMENT AREA:
 A spill containment area over, under and across the east 19.00 feet of the easterly 25.00 feet of the north 375.00 feet of the south 396.00 feet of the north 900.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24 according to the Government Survey thereof, Hennepin County, Minnesota.
PROPOSED STORM SEWER DRAINAGE AREA:
 A proposed storm sewer drainage area over, under and across the east 10.00 feet of the easterly 25.00 feet of the north 170.00 feet of the south 396.00 feet of the north 900.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
TEMPORARY CONSTRUCTION EASEMENT:
 A temporary construction easement over, under, and across east 25.00 feet of the south 600.00 feet of the north 1,114.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
PROPOSED 20.00 FOOT WIDE PRIVATE SHARED STORM SEWER EASEMENT:
 Shared 20.00 foot wide private shared storm sewer easement over, under and across the following described property:
PARCEL 1
 Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.
 And
 That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of Lot 1, Block 3, ANDREW A. KINDEIN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and lying easterly of the southerly extension of the west line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, lying within the plat of RAYMOND F. McDONALD ADDITION.
PARCEL 2
 Lots 1 and 1A, Block 3, ANDREW A. KINDEIN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.
 And
 That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of said Lot 1, Block 3, ANDREW A. KINDEIN ADDITION, and lying easterly of the southerly extension of the west line of Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying within the plat of ANDREW A. KINDEIN ADDITION.
 And
 The easterly 25.00 feet of the south 396.00 feet of the north 900.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
 The easterly 25.00 feet of the south 396.00 feet of the north 900.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
PROPOSED SHARED PRIVATE DRIVE EASEMENT:
 Shared private drive easement over, under and across the following described property:
PARCEL 1
 Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.
 And
 That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of Lot 1, Block 3, ANDREW A. KINDEIN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, and lying easterly of the southerly extension of the west line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, lying within the plat of RAYMOND F. McDONALD ADDITION.
PARCEL 2
 Lots 1 and 1A, Block 3, ANDREW A. KINDEIN ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota.
 And
 That part of the vacated West 83rd Street lying westerly of the northerly extension of the east line of said Lot 1, Block 3, ANDREW A. KINDEIN ADDITION, and lying easterly of the southerly extension of the west line of Lot 1, Block 4, RAYMOND F. McDONALD ADDITION, according to the recorded plat thereof, Hennepin County, Minnesota, lying within the plat of ANDREW A. KINDEIN ADDITION.
 And
 The easterly 25.00 feet of the south 396.00 feet of the north 900.00 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 24, according to the Government Survey thereof, Hennepin County, Minnesota.
Said shared private drive easement described as follows:
 Beginning at the northeast corner of said Lot 1, Block 3, ANDREW A. KINDEIN ADDITION; thence South 00 degrees 14 minutes 33 seconds West, assumed bearing, along the north line of said Lot 1, Block 3, ANDREW A. KINDEIN ADDITION a distance of 18.00 feet; thence South 89 degrees 57 minutes 24 seconds West a distance of 62.27 feet; thence North 59 degrees 33 minutes 21 seconds West a distance of 54.84 feet; thence South 89 degrees 57 minutes 24 seconds West a distance of 184.04 feet to the west line of said vacated West 83rd Street; thence North 00 degrees 14 minutes 33 seconds East along the west line of said vacated West 83rd Street a distance of 42.24 feet; thence North 89 degrees 57 minutes 24 seconds East a distance of 224.72 feet; thence North 44 degrees 57 minutes 20 seconds East a distance of 21.90 feet; thence North 00 degrees 14 minutes 33 seconds East a distance of 28.35 feet; thence South 89 degrees 57 minutes 24 seconds East a distance of 33.52 feet to the east line of said Lot 1, Block 3, ANDREW A. KINDEIN ADDITION distant 34.83 feet north of the southeast corner of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION; thence South 00 degrees 14 minutes 33 seconds West along the east line of said Lot 1, Block 4, RAYMOND F. McDONALD ADDITION and the east line of said vacated West 83rd Street a distance of 94.83 feet to the point of beginning.

- NOTES
- Existing legal description of property shown herein per Bolton & Meek, Inc. ALTA/ACSM Land Title Survey dated June 13, 2005.
 - Initial findings indicate ownership of hatched areas may belong to Minneapolis Northfield & Southern Rail Road. Actual ownership to be determined.

REVISIONS 0-01-01 REVISION STORM LEGALS 0-10-01 REVISION STORM AND DRIVE LEGALS	PROJ. NO: 201008021 DRAWN: PCJ CHECKED: SWL SCALE: AS SHOWN FIELD BOOK: 87-10 DATE: 7-08-13	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer and Land Surveyor under the laws of the State of Minnesota. Signature: _____ License No: _____ Print Name: _____ Date: _____	JACOBSON ENGINEERS & SURVEYORS 21028 VISION WAY LAKEVILLE, MN 55044 TEL: (952) 462-4323 FAX: (763) 466-4824	PREPARED FOR: APPRO Development, Inc. 21478 Grandda Avenue Lakeville, MN 55044	EASEMENT SKETCH	PAM OIL BLOOMINGTON, MN	SHEET NO. C-5
---	--	--	---	---	-----------------	-------------------------	------------------