

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY



BOX 30660, LANSING, MICHIGAN 48909-8160 517-323-1200
FAX 517-323-8796
WWW.AUTO-OWNERS.COM

May 27, 2016

The City of Lake Elmo
Attn: Planning Commission
3800 Laverne Avenue North
Lake Elmo, MN 55042

RE: EASEMENT VACATION: A request by the City of Lake Elmo to vacate watermain easement on property located at 8574 Eagle Point Circle N, City of Lake Elmo, Washington Count, MN, PID #33.029.21.43.0014

Members of the Planning Commission,

As owner of the property impacted by the referenced watermain easement, Auto-Owners Life Insurance Company fully supports vacating said easement, which is recorded document number 1238129 with the Office of the Registrar of Titles, Washington County, Minnesota. This document is enclosed for reference, as well as a diagram showing its location.

This easement to be vacated has already been replaced with a new watermain easement, which is recorded document number 1239943 with the Office of the Registrar of Titles, Washington County, Minnesota. The new easement was created to cooperate with the City's request to relocate a fire hydrant. The replacement easement and a diagram depicting it's location are also enclosed.

We appreciate your support in having the original watermain easement vacated from the Auto-Owners property.

Sincerely,

J. Daniel Keefe
Director, Real Estate Development & Acquisition

COPY

Easement To Be Vacated

Receipt# 310086
Attested Copy

EAS \$46.00
AT \$2.00
CRV Not Required
No Tax Due

Return to:
SUNDE LAND SURVEYING
LLC
9001 E BLOOMINGTON
FRWY #118
BLOOMINGTON MN 55420

1238129



Certified Filed and/or recorded on:

12/23/2015 1:41 PM

1238129

Certificate #: 73220

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles
Kevin Corbid, Auditor Treasurer

PERMANENT WATER MAIN EASEMENT AGREEMENT

THIS PERMANENT WATER MAIN EASEMENT AGREEMENT shall be effective as of the date that the last party executes this Agreement, is made by and between Auto-Owners Life Insurance Company, a Michigan Corporation, hereinafter referred to as the "Owner," and the City of Lake Elmo, a Minnesota Municipal Corporation, hereinafter referred to as the "City."

The Owner owns the real property situated within Washington County, Minnesota as described on the attached **Exhibit A** (hereinafter "Owner's Property").

The Owner in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby grant and convey to the City, its successors and assigns, the following:

1. A permanent easement for water main and, all such purposes ancillary, incident or related thereto (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, inspection, repair and replacement of water mains, pipes, hydrants, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and

- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes or mains, together with the right to excavate and refill ditches or trenches for the location of such mains; and
- c.) to remove from the Permanent Easement Area, trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes or mains; and
- d.) to remove or otherwise dispose of and replace as necessary all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.
- e.) to prohibit obstructions or interference with its use of the Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Permanent Easement Area or the Owner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Owner's Property described on Exhibit A, and the Permanent Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Easement herein to the City. In addition, the Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Owner receives title to all or part of the Permanent Easement Area after the recording of this Agreement.

This Permanent Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Owner and the City have caused this Permanent Easement Agreement to be executed as follows:

Owner:
AUTO-OWNERS LIFE INSURANCE COMPANY,
a Michigan Corporation

Signature: By Ian R. Ward

Print Name: Ian R. Ward
Its: Senior Vice President

Signature: By Eileen K. Phaner

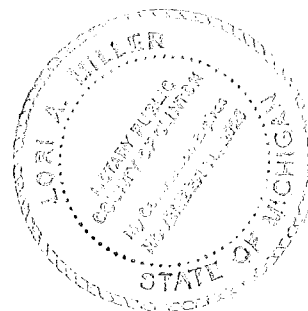
Print Name: Eileen K. Phaner
Its: Senior Vice President, Treasurer & CFO

STATE OF MICHIGAN)
) SS
COUNTY OF EATON)


The foregoing instrument was acknowledged before me this 24th day of November, 2015, by Ian Ward, and Eileen K. Phaner the SVP and CFO, respectively of Auto-Owners Life Insurance Company, a Michigan corporation, on behalf of said corporation.

LORI A. MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires November 10, 2020

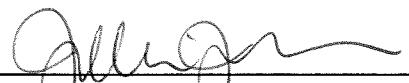
Lori A. Miller
Clinton Notary Public
County, Michigan
Acting in Eaton County, Michigan
My Commission Expires: November 10, 2020

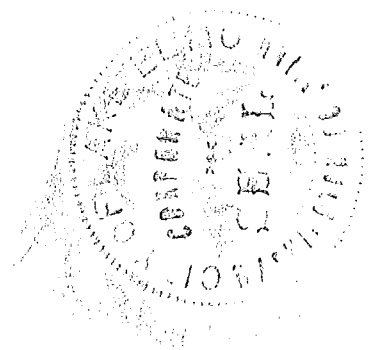


CITY OF LAKE ELMO

By: 
Mike Pearson, Mayor

ATTEST:


Julie Johnson, City Clerk



STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

On this 14th day of December, 2015, before me a Notary Public within and for said County, personally appeared Mike Pearson and Adam Bell, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the **City of Lake Elmo**, a Minnesota municipal corporation, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.


Notary Public

This instrument was drafted by:
David K. Snyder, Esq.
Johnson & Turner, P.A.
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025
651-464-7292

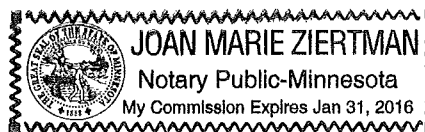


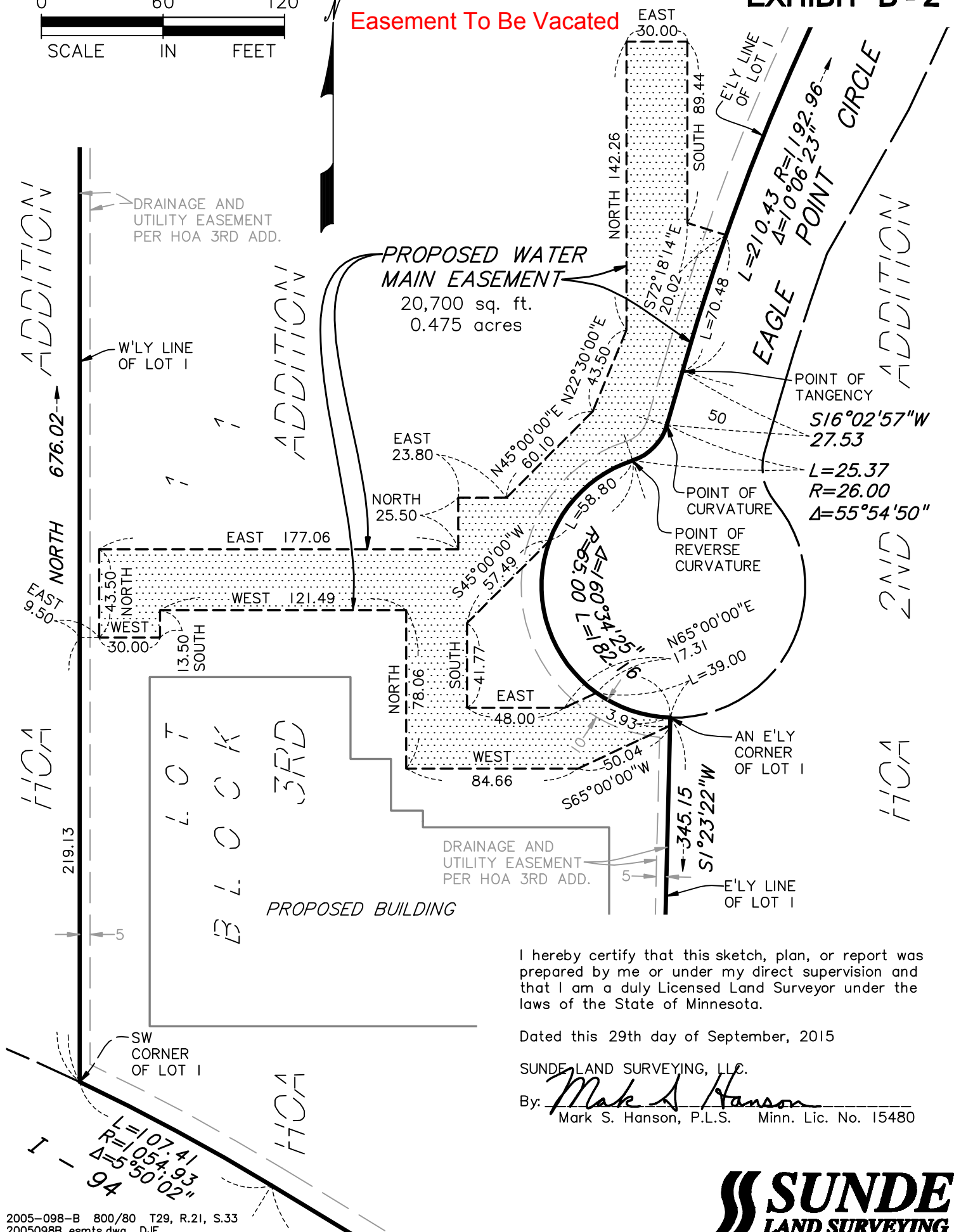
EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY

Lot 1, Block 1, HOA 3rd ADDITION, according to the recorded plat thereof, Washington County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF
THE PERMANENT WATER MAIN EASEMENT AREA

An easement over, under and across that part of Lot 1, Block 1, HOA 3rd ADDITION, according to the recorded plat thereof, Washington County, Minnesota, described as commencing at the southwest corner of said Lot 1; thence on an assumed bearing of North, along the westerly line of said Lot 1, a distance of 219.13 feet; thence on a bearing of East 9.50 feet to the point of beginning of the easement to be described; thence on a bearing of North 43.50 feet; thence on a bearing of East 177.06 feet; thence on a bearing of North 25.50 feet; thence on a bearing of East 23.80 feet; thence North 45 degrees 00 minutes 00 seconds East 60.10 feet; thence North 22 degrees 30 minutes 00 seconds East 43.50 feet; thence on a bearing of North 142.26 feet; thence on a bearing of East 30.00 feet; thence on a bearing of South 89.44 feet; thence South 72 degrees 18 minutes 14 seconds East 20.02 feet to the easterly line of said Lot 1; thence southwesterly 70.48 feet, along said easterly line of Lot 1, along a curve concave to the southeast not tangential with the last described line, to a point of tangency; thence South 16 degrees 02 minutes 57 seconds West, tangent to said curve, along said easterly line of Lot 1, a distance of 27.53 feet to a point of curvature; thence southwesterly 25.37 feet along said easterly line of Lot 1, along a tangential curve concave to the northwest to a point of reverse curvature; thence southwesterly 58.80 feet, along said easterly line of Lot 1, along a reverse curve; thence South 45 degrees 00 minutes 00 seconds West 57.49 feet; thence on a bearing of South 41.77 feet; thence on a bearing of East 48.00 feet; thence North 65 degrees 00 minutes 00 seconds East 17.31 feet to said easterly line of Lot 1; thence southeasterly 39.00 feet, along said easterly line of Lot 1, along a curve concave to the northeast not tangential with the last described line, to an easterly corner of said Lot 1; thence South 1 degree 23 minutes 22 seconds East, along said easterly line of Lot 1, a distance of 3.93; thence South 65 degrees 00 minutes 00 seconds West 50.04 feet; thence on a bearing of West 84.66 feet; thence on a bearing of North 78.06 feet; thence on a bearing of West 121.49 feet; thence on a bearing of South 13.50 feet; thence on a bearing of West 30.00 feet to the point of beginning.

12960:00151:2414228-2



I hereby certify that this sketch, 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.

Dated this 29th day of September, 2015

SUNDE LAND SURVEYING, LLC.

By: Mark S. Hanson
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480



SUNDE
LAND SURVEYING

Return to:
CITY OF LAKE ELMO
3800 LAVERNE AVE NORTH
LAKE ELMO MN 55042

1239943



Certified Filed and/or recorded on:

4/19/2016 2:42 PM

1239943

Certificate #: 73220

Office of the Registrar of Titles
Washington County, MinnesotaJennifer Wagenius, Registrar of Titles
Kevin Corbid, Auditor Treasurer

Revised Easement

PERMANENT WATER MAIN EASEMENT AGREEMENT

THIS PERMANENT WATER MAIN EASEMENT AGREEMENT shall be effective as of the date that the last party executes this Agreement, is made by and between Auto-Owners Life Insurance Company, a Michigan Corporation, hereinafter referred to as the "Owner," and the City of Lake Elmo, a Minnesota Municipal Corporation, hereinafter referred to as the "City."

The Owner owns the real property situated within Washington County, Minnesota as described on the attached **Exhibit A** (hereinafter "Owner's Property").

The Owner in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby grant and convey to the City, its successors and assigns, the following:

1. A **permanent easement for water main and, all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, inspection, repair and replacement of water mains, pipes, hydrants, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and

- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes or mains, together with the right to excavate and refill ditches or trenches for the location of such mains; and
- c.) to remove from the Permanent Easement Area, trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes or mains; and
- d.) to remove or otherwise dispose of and replace as necessary all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.
- e.) to prohibit obstructions or interference with its use of the Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Permanent Easement Area or the Owner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Owner's Property described on Exhibit A, and the Permanent Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Easement herein to the City. In addition, the Owner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, the right of after acquired title to the Permanent Easement granted and conveyed in this Agreement provided that the Owner receives title to all or part of the Permanent Easement Area after the recording of this Agreement.

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IN TESTIMONY WHEREOF, the Owner and the City have caused this Permanent Easement Agreement to be executed as follows:

Owner:
AUTO-OWNERS LIFE INSURANCE COMPANY,
a Michigan Corporation

Signature: By 

Print Name: Ian R. Ward
Its: Senior Vice President


Signature: By 

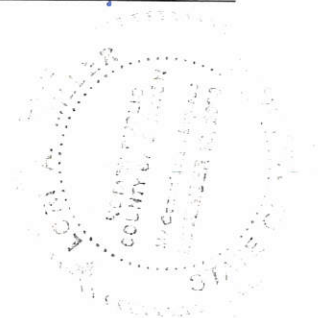
Print Name: Eileen K. Phaner
Its: Senior Vice President, Treasurer & CFO

STATE OF MICHIGAN)
) SS
COUNTY OF EATON)

The foregoing instrument was acknowledged before me this 31st day of March, 2016, by Ian Ward, and Eileen K. Phaner the Senior Vice President and Senior Vice President, Treasurer & CFO respectively of Auto-Owners Life Insurance Company, a Michigan corporation, on behalf of said corporation.

LORI A. MILLER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CLINTON
My Commission Expires November 10, 2020



Clinton Notary Public
Acting in Eaton County, Michigan
My Commission Expires: November 10, 2020



CITY OF LAKE ELMO

By: 
Mike Pearson, Mayor

ATTEST:


Julie Johnson, City Clerk



STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this 6th day of April, 2016, before me a Notary Public within and for said County, personally appeared Mike Pearson and Julie Johnson, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the **City of Lake Elmo**, a Minnesota municipal corporation, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.




Notary Public

This instrument was drafted by:
David K. Snyder, Esq.
Johnson & Turner, P.A.
56 East Broadway Avenue, Suite 206
Forest Lake, MN 55025
651-464-7292

EXHIBIT A
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A horizontal number line with tick marks at 0, 60, and 120. The segment from 0 to 60 is labeled 'SCALE' below the line and 'IN' (inches) above the line. The segment from 60 to 120 is labeled 'FEET' below the line.

SCALE IN FEET

DRAINAGE AND UTILITY EASEMENT PER HOA 3RD ADD.

PROPOSED WATER MAIN EASEMENT
22,864 sq. ft.
0.525 acres

PROPOSED BUILDING

EAGLE POINT CIRCLE
 $L=210.43$
 $R=192.96$
 $\Delta=10^{\circ}06'23''$

POINT OF TANGENCY
 $S16^{\circ}02'57''W$
27.53
 $L=25.37$
 $R=26.00$
 $\Delta=55^{\circ}54'50''$

POINT OF CURVATURE

POINT OF REVERSE CURVATURE

AN E'LY CORNER OF LOT I

E'LY LINE OF LOT I

SW CORNER OF LOT I

I hereby certify that this sketch, 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.

Dated this 29th day of September, 2015

SUNDE LAND SURVEYING, LLC.

By: *Mark S. Hanson*
Mark S. Hanson, P.L.S. Minn. Lic. No. 15480

REVISED: 3/22/2016

SUNDE LAND SURVEYING



SUNDE
LAND SURVEYING