

1021782

**OFFICE OF COUNTY RECORDER  
OTTER TAIL MINNESOTA**  
I hereby certify that  
this instrument # 1021782  
was filed/recorded in this office  
for record on the 27 day of  
June 2007 at 8:30 am/pm  
by: Wendy L. Metcalf Deputy  
46.00 recording fee  
well certificate

*Minge*

**EASEMENT AGREEMENT**

Grantor: Vergas Investments, Inc.  
Grantee: The City of Vergas

WHEREAS, Grantor owns the following described real property (hereinafter “the Property”) in fee simple:

Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County;

WHEREAS, Grantee wants an easement over the Property for the purpose of expanding its pre-existing drainage easement and an easement over the Property for the purpose of establishing a multi-use trail;

WHEREAS, the Pre-existing Drainage Easement is shown in the attached Exhibit A, the expansion of the Pre-existing Drainage Easement (said expansion hereinafter being referred to as the “Expansion Drainage Easement”) is shown in the attached Exhibit B, and the multi-use trail easement (hereinafter the “Trail Easement”) is shown in the attached Exhibit C;

WHEREAS, Grantor is willing to provide Grantee with the two new easements that Grantee wants; and

WHEREAS, there is a concern regarding how much of the property can have an impervious surface, the general nature of that concern and of the attitude of the parties hereto regarding that concern being as follows:

- A. Section 5.52 of Grantee's Shoreland Management Ordinance limits the impervious surface of the Property to 25% of its area;
- B. Grantor fears that, if the impervious surface of the trail situated on/within the Trail Easement is counted toward that 25% limit, the trail's impervious surface could diminish – perhaps substantially – the value of the Property and could result in a “hardship” as that term is defined for variance application purposes; and
- C. Grantee considers Grantor's act of granting the Trail Easement to be one of high civic mindedness for which Grantor should not at some later date be inadvertently penalized, acknowledges Grantor's concern, and is willing to take that concern into account in this Easement Agreement so as to minimize as much as possible the impact of the impervious-surface limitation on the Property without making commitments that are inconsistent with the law and good government.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN  
THE GRANTOR AND THE GRANTEE AS FOLLOWS:

1. The Trail Easement. Grantor hereby grants to Grantee the following multi-use Trail Easement:

- a. The Trail Easement is over and across the following described real property situated in Otter Tail County, Minnesota, to-wit:  

That part of Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County: See attached Exhibit D.
- b. The Trail Easement shall be for use by the public.
- c. The Trail Easement shall be improved, repaired, and maintained by Grantee at the expense of Grantee. However, any repair or maintenance necessitated by any act of any Grantor or of any invitee or agent of any Grantor shall be paid for by Grantor.
- d. Neither Grantor nor any invitee or agent of any Grantor shall:

1. Do anything (by commission or by omission) to interfere with or prevent the public use and enjoyment of the Trail Easement or with the improvement, repair, or maintenance of the same.
  2. Construct or plant anything within the bounds of the Trail Easement.
  3. In any way alter the terrain of or alter any other aspect of the Trail Easement.
- e. The Trail Easement shall be for pedestrian, bicycle, and other non-motorized use as well as the following: snowmobiles, four-wheelers, motorized wheelchairs, golf carts, and other such motorized vehicles. Specifically, it is not for the use of automobiles, trucks, busses, recreational vehicles (other than stated above), or other vehicles normally operated only on public roads and highways.
- f. The Grantee will indemnify and hold harmless Grantor from any claim arising out of the public's use of the Trail Easement, except to the extent that the claim results from the intentional or negligent act(s) of Grantor or of any invitee or agent of Grantor. Grantor will indemnify and hold harmless Grantee from any claim arising on the Trail Easement that results from the intentional or negligent acts of Grantor or of any invitee or agent of Grantor.
- g. The Trail Easement is perpetual.
2. The Expansion Drainage Easement. Grantor hereby grants to Grantee the

following Expansion Drainage Easement:

- a. The Expansion Drainage Easement is over and across the following described real property situated in Otter Tail County, Minnesota, to-wit:
- That part of Lot One (1), Block Three (3), Katzke Acres First Addition, Otter Tail County, Minnesota, said plat being on file and of record in the Office of the County Recorder in and for said Otter Tail County: See attached Exhibit E.
- b. The Expansion Drainage Easement expands the Pre-existing Drainage Easement that encumbers Lot One (1), Block Three (3), of said Katzke Acres First Addition and is meant to complement and enhance the functioning of the Pre-existing Drainage Easement.
- c. Grantee will make and provide such improvements, repairs, and maintenance as are necessary to allow the Pre-existing Drainage Easement and the Expansion Drainage Easement to function properly and as

intended. However, any repair or maintenance to either easement necessitated by any act of Grantor or of any invitee or agent of Grantor shall be paid for by Grantor.

- d. Neither Grantor nor any invitee or agent of Grantor shall:
  - 1. Do anything (by commission or by omission) to interfere with the proper functioning of the Pre-existing Drainage Easement or the Expansion Drainage Easement or with the improvement, repair, or maintenance of the same.
  - 2. Construct anything within any portion of the Pre-existing Drainage Easement or the Expansion Drainage Easement that is inconsistent with the 10-foot setback requirement described in paragraph 3(d), below.
  - 3. In any way alter the terrain of the Pre-existing Drainage Easement or the Expansion Drainage Easement.
- e. Grantor may plant grass, trees, and other plants within the bounds of the Pre-existing Drainage Easement and of the Expansion Drainage Easement as limited by paragraph 3(c), below, provided that, by so doing, it does not interfere with the proper functioning of said drainage easements or with maintaining or making necessary improvements or repairs to the same. Should Grantee deem it necessary to remove (either permanently or temporarily) any such plantings for the purpose of improving, repairing, or maintaining said drainage easements, it shall be allowed to do so. If Grantee does so, it shall restore the property to its previous condition except that it shall not be required to replace any plant life other than the grass.
- f. Grantee will indemnify and hold harmless Grantor from any claim arising on the Pre-existing Drainage Easement or the Expansion Drainage Easement except to the extent that the claim results from the intentional or negligent acts of any Grantor or of any invitee or agent of Grantor. Grantor will indemnify and hold harmless Grantee from any claim arising on the Pre-existing Drainage Easement or the Expansion Drainage Easement that results from the intentional or negligent acts of Grantor or of any invitee or agent of Grantor.
- g. The Expansion Drainage Easement is perpetual.
- 3. The following provisions shall govern the use of Lot 1, Block 3, Katzke

Acres First Addition:

- a. The setback for sewer structures built on said lot is, consistent with Section 5.21(A) of Grantee's shoreland ordinance, 75 feet. (For unsewered structures, the setback is 100 feet.)
  - b. Grantor may erect a fence abutting but lying to the east of the line which is shown on the attached Exhibit F provided that any such fence does not impair the proper functioning of either drainage easement.
  - c. Grantor may plant trees and other plant life on the east side of the line which is shown in the attached Exhibit F provided that it satisfies Grantee's 3-foot setback requirement. For the purposes of this Easement Agreement, this 3-foot setback is measured from the line which is shown in the attached Exhibit F.
  - d. The 10-foot structure setback on the west side of the Property shall be measured from the line which is shown on the attached Exhibit F.
4. Grantee shall be allowed to enter onto said Lot 1, Block 3, Katzke Acres First Addition, at such times and at such locations as are reasonable to make such improvements to the easements as Grantee deems necessary and to provide such repair and maintenance to the easements as Grantee deems necessary, provided that such improvements, repair, and maintenance are consistent with the purposes of the easements as stated above. Furthermore, Grantee agrees to not damage Grantor's property in the event it is necessary for Grantee to go over portions of Grantor's property not located within the easements described herein. In the event any portion of Grantor's property that is not within the easements described herein is damaged by Grantee, then Grantee agrees to pay for, and perform, all services necessary to repair said damages.

5. With regard to the impervious-surface limitation concern:

- a. Grantee shall not use more than 3,000 square feet of the Trail Easement – see attached Exhibits C and D – for impervious trail surfaces.
- b. If the impervious-surface-limitation rule renders it difficult for the Property to be used in a way desired by its owner and results in a claim of hardship by its owner, Grantee shall look favorably upon

a variance application regarding the same that could include either or both of the following:

- 1. The base square footage of the Property should not include the area – 11,014 square feet – of the Trail Easement and, by extension, no portion of the trail’s impervious surface should be counted toward the impervious surface limit
- 2. No portion of the area of the trail’s impervious surface should be counted toward the impervious surface limit which shall be determined based on the Property’s actual area of 40,700 (more or less) square feet.

NOTE: Grantee can bind neither itself nor members of the public nor the judiciary regarding the final decision on such a future variance application.

6. Grantee shall not assign its rights with respect to this Agreement to any party without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

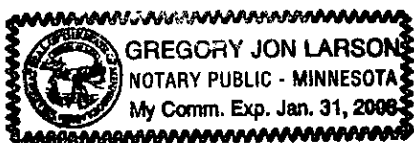
7. The easements herein established are binding on the heirs, assigns, and successors in interest of Grantor and Grantee.


Dated this 24<sup>th</sup> day of May, 2007.

GRANTOR:  
VERGAS INVESTMENTS, INC.  
By: *Harold Hoffman*  
Its: *Pres.*  
  
By: *David E. Antonian*  
Its: *Sec.*

GRANTEE:  
CITY OF VERGAS  
By: *Andreas Stath*  
Its: *MAYOR*  
  
By: *Pat Eulke*  
Its: *CLERK*

This instrument was acknowledged before me on May 24, 2007,  
by Harold Hoffman and David Antonsen, the President  
and Secretary respectively, of Vergas Investments, Inc., a corporation  
under the laws of the State of Minnesota, on behalf of said corporation.



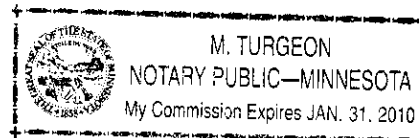
  
Notary Public

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This instrument was acknowledged before me on JUNE 7, 2007,  
by DEAN HAARSTICK and PAT EHLKE, the MAYOR  
and CLERK respectively, of the City of Vergas, State of Minnesota, on  
behalf of the City of Vergas.

  
Notary Public

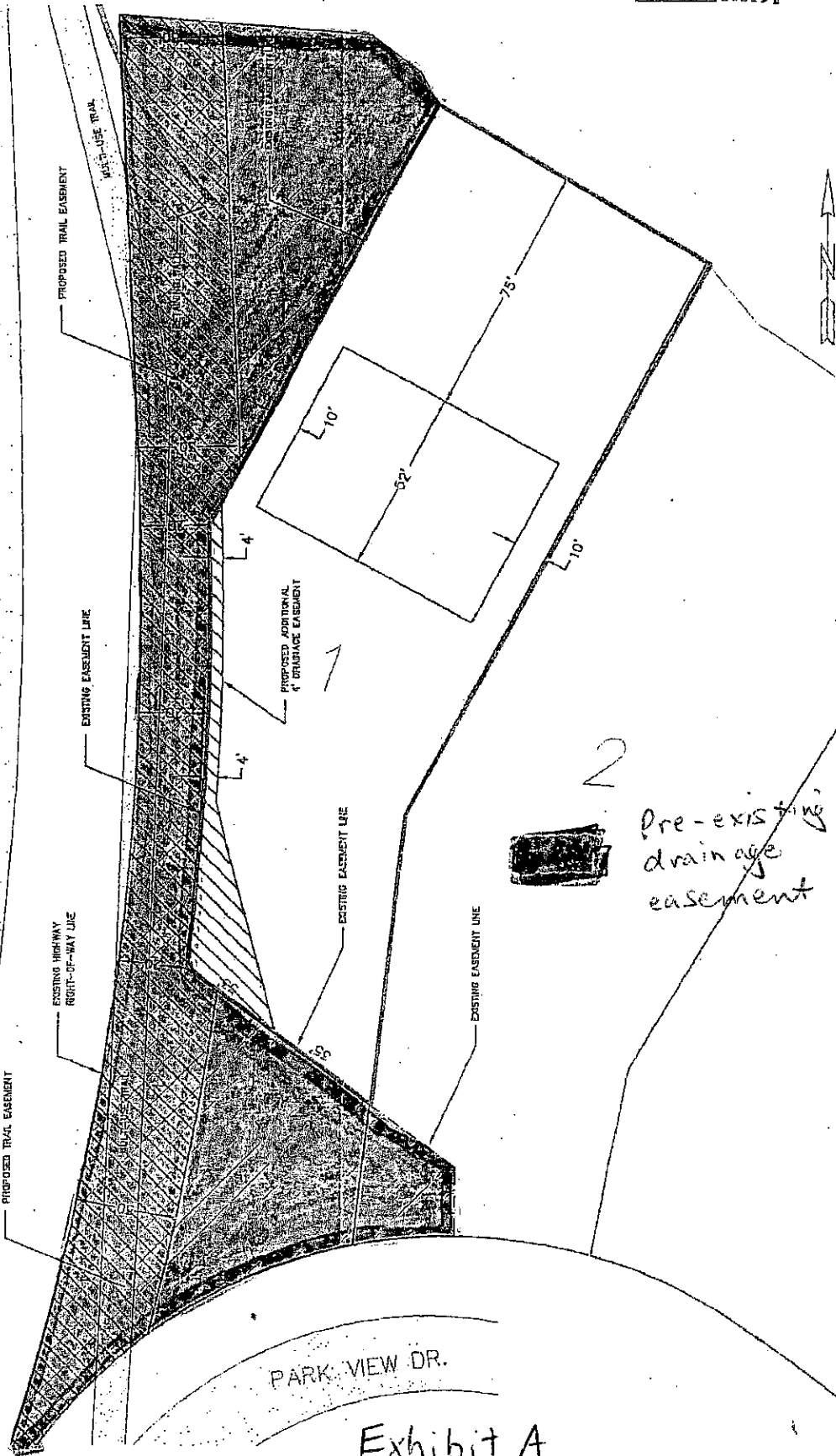
This Document Drafted By:  
Peloquin & Minge, P.A. (JM)  
432 Third Avenue SE  
Perham, MN 56573  
(218) 346-6900



MULTI-USE TRAIL

Vergas, Minnesota

T.H. 228



**engineers**

Multi-Use Trail  
Park View Drive to  
City Beach / Park  
Vergas, Minnesota

Project Name: Multi-Use Trail  
Date: 11/17/2017  
Scale: 1" = 20'

PROPOSED EASEMENT EXHIBIT

SP 55-090-1015





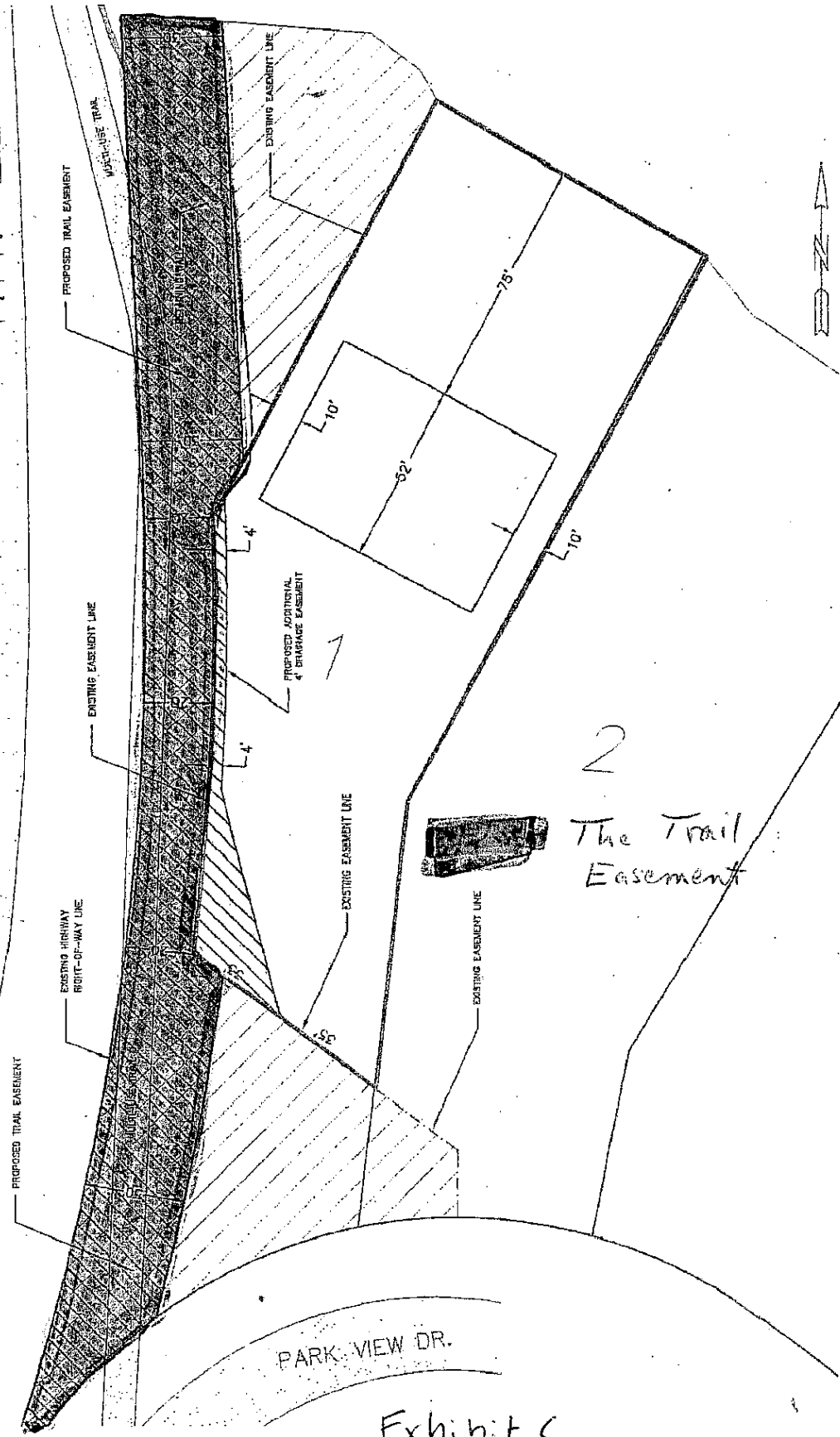
Exhibit B

MULTI-USE TRAIL

Vergas, Minnesota

T.H. 228

T.H. 228



**VERGAS ENGINEERS**  
Professional Engineers  
1011 Main Street  
Dorset, Minnesota 55834-0105  
Phone: 218.847.2007 Fax: 218.847.2111  
www.vergas.com  
PROPOSED EASEMENT EXHIBIT  
MULTI-USE TRAIL  
PARK VIEW DRIVE TO  
CITY BEACH / PARK  
VERGAS, MINNESOTA  
Project Number: 25812  
Date: 10/20/2011  
By: [Signature]

SP 56-090-015

Exhibit C

## TRAIL EASEMENT

A perpetual easement for multi-use trail purposes over, under and across that portion of Lot 1, Block 1 of KATZKE ACRES FIRST ADDITION, all in the Southwest Quarter of the Southeast Quarter in Section 24, Township 137 North, Range 41 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, described as follows:

Commencing at the most westerly corner of Lot 9, Block One of KATZKE ACRES, said plat is on file and on record at the Otter Tail County Records Office; thence North 31 degrees 30 minutes 01 second East along the west line of said Lot 9 a distance of 228.37 feet; thence North 57 degrees 23 minutes 51 seconds West a distance of 343.73 feet; thence North 59 degrees 49 minutes 42 seconds West a distance of 158.43 feet; thence North 64 degrees 49 minutes 36 seconds West a distance of 188.28 to a point on the easterly right of way of Trunk Highway No. 228, said point is also the northwest corner of Lot 1 of KATZKE ACRES FIRST ADDITION and also the point of beginning; thence South 07 degrees 06 minutes 23 seconds East along the easterly right of way of Trunk Highway No. 228 a distance of 134.63 feet; thence continuing along said easterly right of way on a tangential curve concave to the west having a central angle of 22 degrees 02 minutes 25 seconds and a radius of 868.51, for a distance of 334.09 feet (chord bearing South 03 degrees 54 minutes 50 seconds West) to a point which intersects the northerly right of way of Park View Drive of KATZKE ACRES FIRST ADDITION; thence northeasterly along said right of way of Park View Drive and along a non-tangential curve concave to the southeast having a central angle of 34 degrees 15 minutes 18 seconds and a radius of 150.00 feet, for a distance of 89.68 feet (chord bearing North 32 degrees 03 minutes 52 seconds East); thence northerly on a non-tangential curve which is parallel to said easterly right of way of Trunk Highway No. 228 having a central angle of 06 degrees 37 minutes 01 second and a radius of 898.51, a distance of 103.77 feet (chord bearing North 06 degrees 14 minutes 01 second East) to a point which intersects an existing easement for utility and drainage purposes as noted on said plat of KATZKE ACRES FIRST ADDITION; thence North 57 degrees 47 minutes 02 seconds West along said existing easement line a distance of 11.49 feet; thence continuing along said existing easement on a non-tangential curve concave to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central angle of 08 degrees 32 minutes 05 seconds and a radius of 868.51 feet, a distance of 132.35 feet (chord bearing of North 01 degrees 42 minutes 17 seconds West); thence continuing North 24 degrees 07 minutes 13 seconds East along said existing easement a distance of 19.63 feet; thence North 07 degrees 06 minutes 23 seconds West a distance of 131.41 feet; thence North 89 degrees 28 minutes 17 seconds West along the north line of said Lot 1 a distance of 30.27 feet to the point of beginning.

Containing 11,014 square feet.

Exhibit D

## DRAINAGE EASEMENT

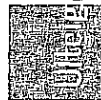
A perpetual easement for drainage purposes over, under and across that portion of Lot 1, Block 1 of KATZKE ACRES FIRST ADDITION, all in the Southwest Quarter of the Southeast Quarter in Section 24, Township 137 North, Range 41 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, described as follows:

Commencing at the most westerly corner of Lot 9, Block One of KATZKE ACRES, said plat is on file and on record at the Otter Tail County Records Office; thence North 31 degrees 30 minutes 01 second East along the west line of said Lot 9 a distance of 228.37 feet; thence North 57 degrees 23 minutes 51 seconds West a distance of 343.73 feet; thence North 59 degrees 49 minutes 42 seconds West a distance of 158.43 feet; thence North 64 degrees 49 minutes 36 seconds West a distance of 188.28 to a point of the easterly right of way of Trunk Highway No. 228, said point is also the northwest corner of Lot 1 of KATZKE ACRES FIRST ADDITION; thence South 89 degrees 28 minutes 17 seconds East a distance of 30.27 feet; thence South 07 degrees 06 minutes 23 seconds East a distance of 131.41 feet to a point which intersects an existing easement for utility and drainage purposes as noted on said plat of KATZKE ACRES FIRST ADDITION; thence South 24 degrees 07 minutes 13 seconds West along said easement a distance of 11.70 feet to the point of beginning; thence continuing South 24 degrees 07 minutes 13 seconds West along said easement a distance of 7.93 feet; thence continuing along said existing easement on a non-tangential curve concave to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central angle of 08 degrees 32 minutes 05 seconds and a radius of 888.51 feet, a distance of 132.35 feet (chord bearing of South 01 degree 42 minutes 17 seconds East); thence continuing South 57 degrees 47 minutes 02 seconds East along said existing easement a distance of 33.14 feet; thence North 18 degrees 59 minutes 15 Seconds East a distance of 71.31 feet; thence northerly on a non-tangential curve concave to the west which is parallel to said easterly right of way of Trunk Highway No. 228 having a central angle of 05 degrees 46 minutes 04 seconds and a radius of 892.51 feet, a distance of 89.85 feet (chord bearing North 03 minutes 31 minutes 42 seconds West) to the point of beginning.

Containing 1,173 square feet.

Exhibit E

Vargha, Wilfredo



શ્રીભગવાન/શ્રીગુરુ

[illegible]

PROPOSED EASEMENT EXHIBIT

# PROPOSED EASEMENT EXHIBIT

**MULTI-USE TRAIL**

PARK VIEW DRIVE TO  
CITY BEACH / PARK

VERGAS, MARY ESTELA

Project Name: 501.153  
 QM#: February 2017

172

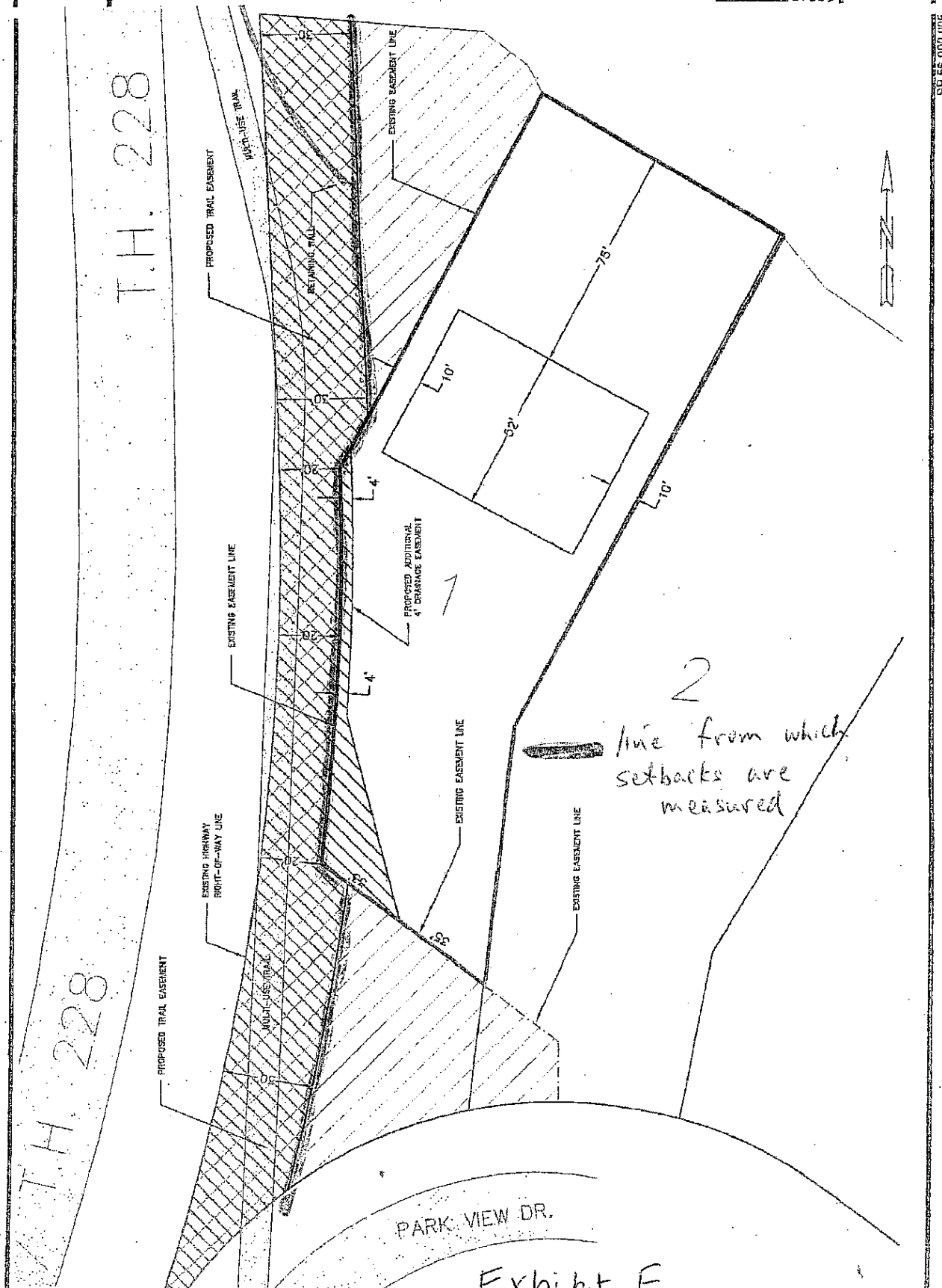


Exhibit F