

TO: MAYOR AND CITY COUNCIL

FROM: NEIL JENSEN, City Administrator

SUBJECT: Resolution 2645, Approving Agreement between the City and the Cannon Valley Fair association, Inc. Regarding Land Conveyances and Related Matters and Setting Public Hearing on Vacating Certain Right-of Way Located in the City of Cannon Falls, County of Goodhue, State of Minnesota

MEETING DATE: October 4, 2022

BACKGROUND

City staff has been working on this issue of Hannah's Bend Park and the Fairground land for several months and finally have the proper information and have put together a Resolution, an Agreement between the City and Fair Board, Street Vacation Exhibit, Easement Exhibit, Certificate of Survey and Quit Claim Deeds for the City Council to consider.

The Resolution between and with the Fair Board brings all the items together into one motion to approve so staff can begin to finalize the separate documents.

The agreement with the Fair Board simply states that we all agree to the terms of the multiple documents so staff can move forward with signatures and recording of deeds and start the process of public hearings and vacating the streets within the fairgrounds.

The Street Vacation Exhibit (C) is all the street rights-of-ways that are still intact inside the fairground property. This will vacate the streets and will give the fair board the legal right to place buildings and structures anywhere on the property except over the watermain that runs thru the grounds.

The Easement Exhibit/Agreement is a 20-foot utility easement placed over the watermain in the fairground property. This is needed to be able to repair or replace the main in the future and to prevent any structures being placed over the easement.

The Certificate of Survey (Exhibit D) is Hannah's Bend Park and a portion of land by the swimming pool / park building. The large portion on the survey is Hannah's Bend Park. The small portion is by the pool/park building. It covers the lift station and gives us access to the rear of the building. A Quit Claim Deed is provided to be signed by the Fair Board.

The Quit Claim Deed (Exhibit G) is a transfer of land back to the Fair Board in the northeast corner of the fairgrounds. The small piece of land was a vacation of old 9th street back when the new 9th street was rebuilt. It is inside the fairgrounds and has no use to the city.

City Attorney Shelley Ryan will be in attendance to discuss the process if there are any questions.

STAFF RECOMMENDATION

Please approve Resolution 2645, Approving Agreement between the City and the Cannon Valley Fair association, Inc. Regarding Land Conveyances and Related Matters and Setting Public Hearing on Vacating Certain Right-of Way Located in the City of Cannon Falls, County of Goodhue, State of Minnesota

REQUESTED COUNCIL ACTION

Please approve Resolution 2645, Approving Agreement between the City and the Cannon Valley Fair association, Inc. Regarding Land Conveyances and Related Matters and Setting Public Hearing on Vacating Certain Right-of Way Located in the City of Cannon Falls, County of Goodhue, State of Minnesota

**CITY OF CANNON FALLS
GOODHUE COUNTY, MINNESOTA**

RESOLUTION NUMBER 2645

**RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY AND
CANNON VALLEY FAIR ASSOCIATION, INC.
REGARDING LAND CONVEYANCES AND RELATED MATTERS AND
SETTING PUBLIC HEARING ON VACATING CERTAIN
RIGHT-OF-WAY LOCATED IN THE CITY OF CANNON FALLS, COUNTY OF
GOODHUE, STATE OF MINNESOTA**

WHEREAS, the City owns the real property legally described on the attached Exhibit A (**“City Property”**);

WHEREAS, the Fair Association owns the real property legally described on the attached Exhibit B (**“Fair Association Property”**);

WHEREAS, currently there are easements for right-of-way and public roadway purposes over certain portions of the Fair Association Property legally described and depicted on the Vacation Exhibit attached hereto as Exhibit C (**“Right-of-Way”**);

WHEREAS, the City and Fair Association have been negotiating the terms of an agreement (the **“Agreement”**) pursuant to which the City will transfer and convey the City Property to the Fair Association and vacate the Right-of-Way and in exchange, the Fair Association will transfer and convey the Fair Association Property to the City and grant the City a utility easement in the area of the vacated Right-of-Way. A copy of the Agreement is attached hereto as Exhibit D;

WHEREAS, City Staff has reviewed the Agreement and finds it reasonable and recommends that the City Council approve the Agreement and set a public hearing on the vacation of the Right-of-Way; and

WHEREAS, the Agreement and the transactions contemplated therein are in the best interests of the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cannon Falls, Minnesota:

1. The Agreement is hereby approved subject to final review and approval by the City Administrator and City Attorney, which approval will not be effective until the Fair Association approves and executes the Agreement. City Staff shall take all steps necessary to effectuate and perform the City’s obligations under the Agreement; and
2. The City shall commence proceedings to vacate the Right-of-Way under City of Cannon Falls City Charter § 12.05 and hold a public hearing on the vacation on October

18, 2022. Notice of the public hearing shall be given in accordance with City Charter § 12.05.

ADOPTED by the Council this 4th day of October 2022.

John O. Althoff, Mayor

ATTEST: _____
Neil L. Jensen, City Administrator

Exhibit A

The east half of vacated Ninth Street adjacent to Block 8, Cannon Falls Co.'s Addition to Cannon Falls, Goodhue County, Minnesota.

EXHIBIT B

That part of Mill Block 4, in the original plat of Cannon Falls, according to the recorded plat thereof on file in the office of the Goodhue County Recorder, and that part of 9th Street (now vacated) as dedicated in CANNON FALLS CO'S ADDITION, to the Town of Cannon Falls, according to the recorded plat thereof on file in the office of the Goodhue County Recorder, described as follows:

Beginning at a found 5/8 inch iron pipe in concrete at the southeast corner of Block 16 of said CANNON FALLS CO'S ADDITION: thence on an assumed bearing of North 00 degrees 12 minutes 17 seconds East, along the east line of said Block 16, a distance of 299.56 feet to the northeast corner of said Block 16; thence South 89 degrees 51 minutes 20 seconds East, along the south line of Cannon Street, as established from existing monuments, a distance of 111.25 feet to a placed 3/4 inch by 18 inch iron pipe; thence South 17 degrees 58 minutes 59 seconds East, a distance of 314.87 feet to a placed 3/4 inch by 18 inch iron pipe on the easterly extension of the north line of Stoughton Street, as established from existing monuments; thence North 89 degrees 56 minutes 42 seconds West, along said easterly extension of the north line of Stoughton Street, a distance of 209.53 feet to the point of beginning.

Exhibit C

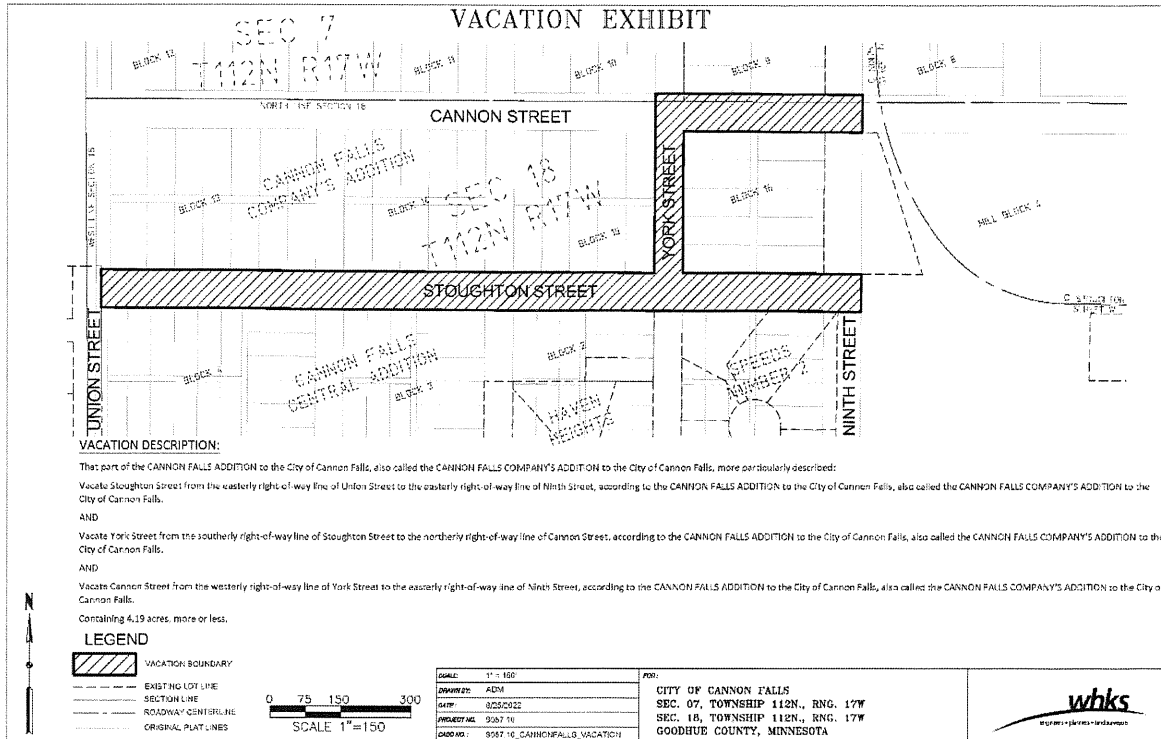


EXHIBIT D

AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made and effective on the ____ day of September, 2022 (“**Effective Date**”), by and between the City of Cannon Falls, a public corporation (“**City**”), and the Cannon Valley Fair Association, Inc., a Minnesota nonprofit corporation (“**Fair Association**”). The City and Fair Association are referred to in this Agreement in the singular as each a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City owns the real property legally described on the attached Exhibit A (“**City Property**”);

WHEREAS, the Fair Association owns the real property legally described on the attached Exhibit B (“**Fair Association Property**”);

WHEREAS, currently there are easements for right-of-way and public roadway purposes over certain portions of the Fair Association Property legally described and depicted on the Vacation Exhibit attached hereto as Exhibit C (“**Right-of-Way**”);

WHEREAS, the City has requested that the Fair Association transfer and convey to the City the real property legally described and depicted on the Certificate of Survey attached hereto as Exhibit D pursuant to the quit claim deed attached hereto as Exhibit E (“**Fair Association Conveyance**”);

WHEREAS, in exchange for the Fair Association Conveyance, the City has offered to (1) transfer and convey to the Fair Association the City Property pursuant to the quit claim deed attached hereto as Exhibit F (“**City Conveyance**” and collectively with the Fair Association Conveyance, the “**Property Conveyances**”) and (2) vacate the City Right-of-Way (the “**Vacation**”);

WHEREAS, the City has requested that upon its vacation of the Right-of-Way, the Fair Association grant the City a utility easement pursuant to the agreement attached hereto as Exhibit G (the “**Utility Easement Agreement**”); and

WHEREAS, the Parties have agreed that the Property Conveyances, Vacation, and Easement (collectively, the “**Transactions**”) are in the best interest of the public and to promptly undertake and complete the Transactions according to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises and covenants and other valuable consideration, the receipt and sufficiency of which is expressly acknowledged by each Party, the Parties agree as follows:

1. **Incorporation.** The above Recitals and all Exhibits are a material part of this Agreement and are incorporated herein.

2. **Property Conveyances.** After the Effective Date, the City will execute and deliver to the City Attorney the deed conveying the City Property to the Fair Association. The Fair Association will execute and deliver to the City Attorney the deed conveying the Fair Association Property to the City within 5 business days after its receipt of notice from the City of its delivery of the deed as required by this section. The City will promptly and simultaneously record both deeds in the Office of the Goodhue County Recorder and/or the Goodhue County Register of Titles and provide a copy of the recorded deeds to the Fair Association.

3. **Vacation.** The City will commence proceedings to vacate the Right-of-Way under City of Cannon Falls City Charter § 12.05 and hold a public hearing on the vacation on October 18, 2022.

4. **Easement.** Immediately following the City's Vacation of the Right-of-Way, the Fair Association will execute and deliver the Utility Easement Agreement to the City. The City will be responsible for promptly recording such document against the Fair Association Property.

5. **Fees and Expenses.** Each Party shall pay their own legal fees. The City will pay all deed taxes associated with the deeds to be delivered pursuant to sections 2 and 3 of this Agreement. The City will pay the cost of recording and filing all documents relating to the Transactions.

6. **Representations.** Each Party represents and warrants to the other Party that this Agreement: (i) has been duly approved, authorized, executed and delivered by such Party; (ii) is the legal and binding obligation of such Party as of the date hereof; and (iii) is enforceable in accordance with its terms.

7. **Notices.** Any notice sent in accordance with the provisions of this Agreement shall be deemed to have been received on the date which is: (i) the date of proper posting, if sent by certified U.S. Mail, Express U.S. Mail or recognized overnight courier or (ii) the date on which sent, if sent by facsimile or electronic mail transmission, with confirmation and with the original to be sent by certified U.S. Mail or recognized overnight courier, addressed as follows:

If to the City:

City of Cannon Falls
Attn: Neil Jensen
918 River Road
Cannon Falls, MN 55009

If to the Fair Association:

Cannon Valley Fair Association
Attn:
800 N 9th Street
PO Box 384
Cannon Falls, MN 55009

8. **Merger and Modification.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein and there are no other terms,

obligations, covenants, representations, statements or conditions except as set forth in this Agreement. This Agreement may only be modified or amended by a writing signed by both Parties. Failure to insist upon strict compliance with any term or provision in this Agreement shall not be deemed to be a waiver of any rights because of a subsequent act or failure to act.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to any applicable conflicts of laws.

10. **Further Assurances.** Each Party covenants that at any time, and from time to time, after the Effective Date, it will execute such mutually agreeable additional instruments, and take such mutually agreeable actions, as may be reasonably requested by the other Party to confirm or perfect or otherwise to carry out the intent and purposes of this Agreement.

11. **Jurisdiction and Venue.** The Parties to this Agreement hereby: (i) agree and consent to the jurisdiction of the State District Courts located in Hennepin County, Minnesota; and (ii) agree that venue is proper in the State District Courts located in Hennepin County, Minnesota.

12. **Costs and Expenses.** Each Party shall bear its own costs and expenses, including attorneys' fees, incurred in connection with the preparation, negotiation, and execution of this Agreement.

13. **Assignment; Binding Effect.** This Agreement may not be assigned without the prior written consent of both Parties. The terms and conditions of this Agreement are binding on and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns, without limitation.

14. **Time of Essence.** With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15. **Ambiguities.** Any ambiguities in this Agreement are not to be construed for or against either Party.

16. **Waiver.** No Party shall be deemed to have waived any of its rights hereunder unless such waiver is in writing and signed by such Party.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will be one and the same document. A copy (including an electronic copy) or facsimile of a signature will be binding upon the signatory as if it were an original signature.

18. **Electronic and Facsimile Signatures.** For purposes of this Agreement, an electronic or facsimile document and signature shall be deemed as, and shall serve as, an original document and signature.

[Signature Page to Follow]

Dated: _____, 2022

CITY OF CANNON FALLS,
a public corporation

By: _____
John O. Althoff, Mayor

By: _____
Neil L. Jensen, City Administrator

Dated: _____, 2022

CANNON VALLEY FAIR ASSOCIATION, INC.
a Minnesota nonprofit corporation

By: _____

Its:

Exhibit A

The east half of vacated Ninth Street adjacent to Block 8, Cannon Falls Co.'s Addition to Cannon Falls, Goodhue County, Minnesota.

EXHIBIT B

That part of Mill Block 4, in the original plat of Cannon Falls, according to the recorded plat thereof on file in the office of the Goodhue County Recorder, and that part of 9th Street (now vacated) as dedicated in CANNON FALLS CO'S ADDITION, to the Town of Cannon Falls, according to the recorded plat thereof on file in the office of the Goodhue County Recorder, described as follows:

Beginning at a found 5/8 inch iron pipe in concrete at the southeast corner of Block 16 of said CANNON FALLS CO'S ADDITION: thence on an assumed bearing of North 00 degrees 12 minutes 17 seconds East, along the east line of said Block 16, a distance of 299.56 feet to the northeast corner of said Block 16; thence South 89 degrees 51 minutes 20 seconds East, along the south line of Cannon Street, as established from existing monuments, a distance of 111.25 feet to a placed 3/4 inch by 18 inch iron pipe; thence South 17 degrees 58 minutes 59 seconds East, a distance of 314.87 feet to a placed 3/4 inch by 18 inch iron pipe on the easterly extension of the north line of Stoughton Street, as established from existing monuments; thence North 89 degrees 56 minutes 42 seconds West, along said easterly extension of the north line of Stoughton Street, a distance of 209.53 feet to the point of beginning.

Exhibit C

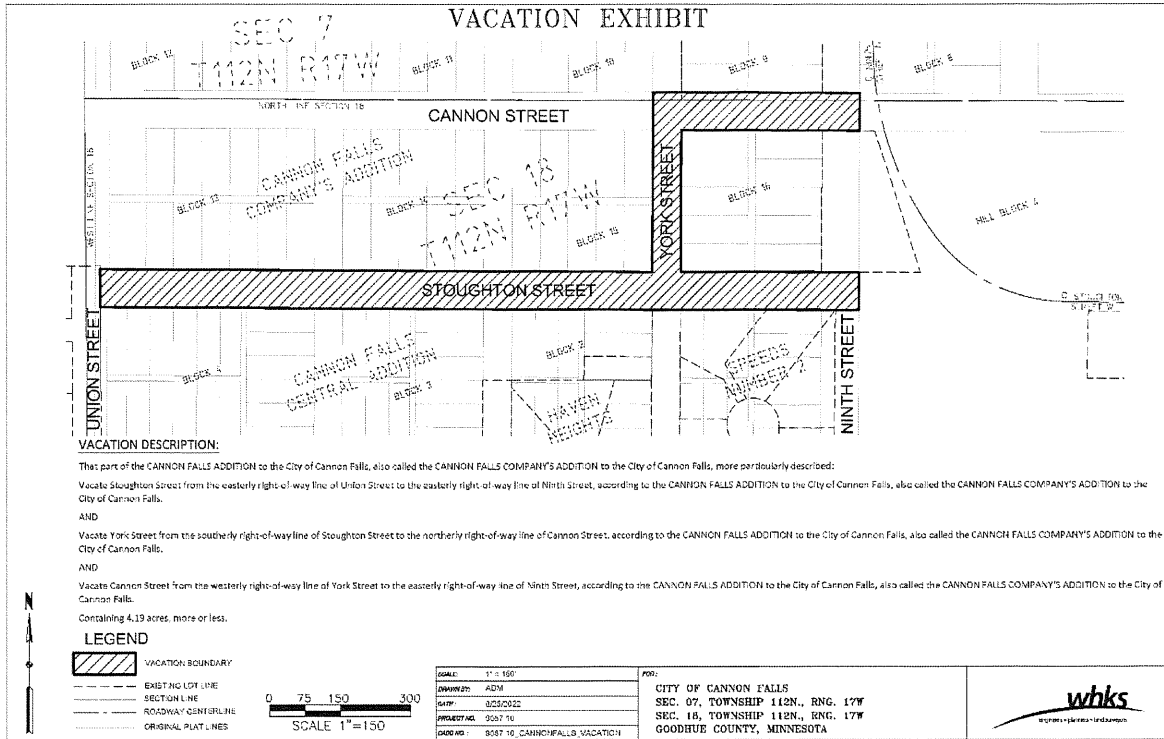


Exhibit D

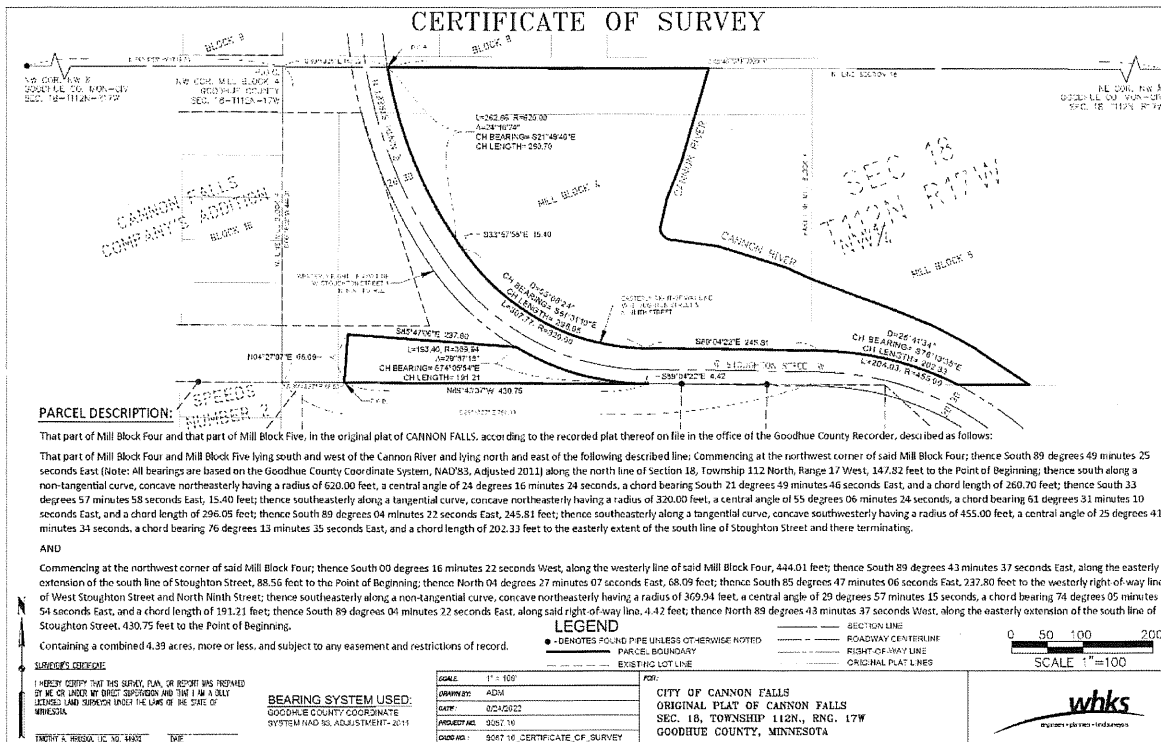


EXHIBIT E

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, The City of Cannon Falls

(insert name of Grantor)

a public body corporate and politic under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Cannon Valley Fair Association

(insert name of Grantee)

a public body corporate and politic under the laws of Minnesota ("Grantee"),
real property in Goodhue County, Minnesota, legally described as follows:

See attached 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

The City of Cannon Falls
(name of Grantor)

By: _____
(signature) Neil L. Jensen

Its: City Administrator
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Goodhue

This instrument was acknowledged before me on _____, by Neil L. Jensen
(month/day/year) (name of authorized signer)

_____ as City Administrator
(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)

Hoff Barry, P.A.
 100 Prairie Center Drive
 Suite 200
 Eden Prairie, MN 55344

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 F

EXHIBIT A

That part of Mill Block Four and that part of Mill Block Five, in the original plat of CANNON FALLS, according to the recorded plat thereof on file in the office of the Goodhue County Recorder, described as follows:

That part of Mill Block Four and Mill Block Five lying south and west of the Cannon River and lying north and east of the following described line; Commencing at the northwest corner of said Mill Block Four; thence South 89 degrees 49 minutes 25 seconds East (Note: All bearings are based on the Goodhue County Coordinate System, NAD'83, Adjusted 2011) along the north line of Section 18, Township 112 North, Range 17 West, 147.82 feet to the Point of Beginning; thence south along a non-tangential curve, concave northeasterly having a radius of 620.00 feet, a central angle of 24 degrees 16 minutes 24 seconds, a chord bearing South 21 degrees 49 minutes 46 seconds East, and a chord length of 260.70 feet; thence South 33 degrees 57 minutes 58 seconds East, 15.40 feet; thence southeasterly along a tangential curve, concave northeasterly having a radius of 320.00 feet, a central angle of 55 degrees 06 minutes 24 seconds, a chord bearing 61 degrees 31 minutes 10 seconds East, and a chord length of 296.05 feet; thence South 89 degrees 04 minutes 22 seconds East, 245.81 feet; thence southeasterly along a tangential curve, concave southwesterly having a radius of 455.00 feet, a central angle of 25 degrees 41 minutes 34 seconds, a chord bearing 76 degrees 13 minutes 35 seconds East, and a chord length of 202.33 feet to the easterly extent of the south line of Stoughton Street and there terminating.

And

Commencing at the northwest corner of said Mill Block Four; thence South 00 degrees 16 minutes 22 seconds West, along the westerly line of said Mill Block Four, 444.01 feet; thence South 89 degrees 43 minutes 37 seconds East, along the easterly extension of the south line of Stoughton Street, 88.56 feet to the Point of Beginning; thence North 04 degrees 27 minutes 07 seconds East, 68.09 feet; thence South 85 degrees 47 minutes 06 seconds East, 237.80 feet to the westerly right-of-way line of West Stoughton Street and North Ninth Street; thence southeasterly along a non-tangential curve, concave northeasterly having a radius of 369.94 feet, a central angle of 29 degrees 57 minutes 15 seconds, a chord bearing 74 degrees 05 minutes 54 seconds East, and a chord length of 191.21 feet; thence South 89 degrees 04 minutes 22 seconds East, along said right-of-way line, 4.42 feet; thence North 89 degrees 43 minutes 37 seconds West, along the easterly extension of the south line of Stoughton Street, 430.75 feet to the Point of Beginning.

Containing a combined 4.39 acres, more or less, and subject to any easement and restrictions of record.

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks
Form 10.3.5 (2013)

eCRV number: _____

DEED TAX DUE: \$ _____

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, The City of Cannon Falls

(insert name of Grantor)

a public body corporate and politic under the laws of Minnesota ("Grantor"),
hereby conveys and quitclaims to Cannon Valley Fair Association

(insert name of Grantee)

a public body corporate and politic under the laws of Minnesota ("Grantee"),
real property in Goodhue County, Minnesota, legally described as follows:

The east half of vacated Ninth Street adjacent to Block 8, Cannon Falls Co.'s Addition to Cannon Falls, Goodhue County, City of Cannon Falls.

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

The City of Cannon Falls
(name of Grantor)

By: _____
(signature) Neil L. Jensen

Its: City Administrator
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of Goodhue

This instrument was acknowledged before me on _____, by Neil L. Jensen
(month/day/year) (name of authorized signer)

_____ as City Administrator
(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)

Hoff Barry, P.A.
100 Prairie Center Drive
Suite 200
Eden Prairie, MN 55344

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

G

on Falls Internal Parcel Viewer

Link to City of Cannon Fall Web Site

apps)

STATE OF MINNESOTA 521800010



Tax Parcel ID: 521800040

Deeded Acres: 0.00

Primary Taxpayer: CITY OF CANNON FALLS

Secondary Taxpayer: ATTN: CITY ADMINISTRATOR

Address 1: 918 RIVER RD

Address 2: CANNON FALLS

City: CANNON FALLS

State: MN

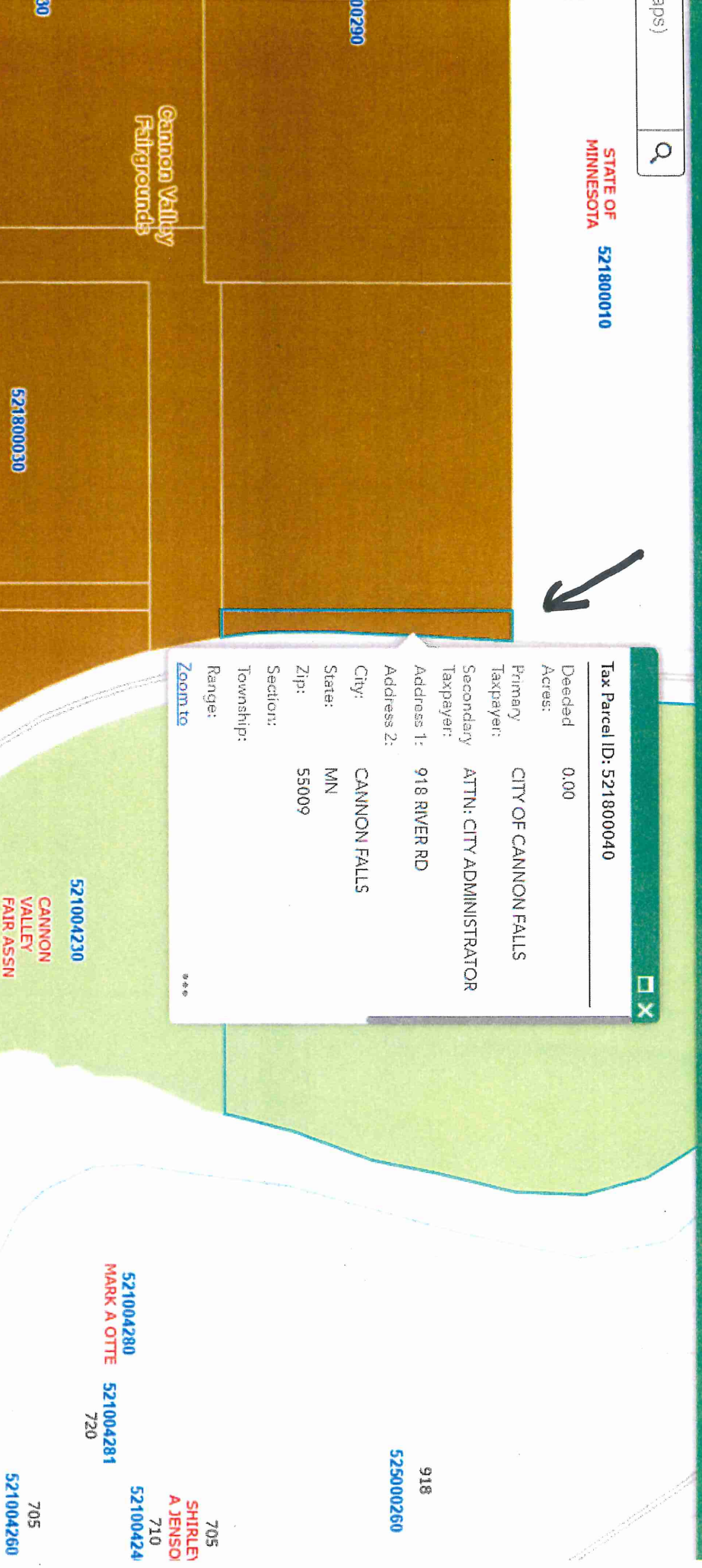
Zip: 55009

Section:

Township:

Range:

Zoom to



UTILITY EASEMENT AGREEMENT

THIS PUBLIC UTILITY EASEMENT AGREEMENT (hereinafter referred to as the “**Agreement**”) dated the _____ day of _____, 2022, is made by and between the Cannon Valley Fair Association, Inc., a Minnesota nonprofit corporation (hereinafter referred to as the “**Grantor**”), and the City of Cannon Falls, a Minnesota municipal corporation (hereinafter referred to as the “**Grantee**”). Grantor and Grantee are referred to in this Agreement in the singular as a “**Party**” and collectively the “**Parties**.”

RECITALS

WHEREAS, the Grantor is the fee title owner of a tract of land located in Goodhue County, Minnesota and legally described on attached Exhibit A (hereinafter referred to as the “**Parcel**”); and

WHEREAS, Grantor desires to grant and convey to Grantee a non-exclusive, perpetual easement for utility purposes (the “**Easement**”) over, under, across and through that part of the Parcel described and depicted on attached Exhibit B (the “**Easement Area**”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION. The above Recitals and the attached Exhibits are a material part of this Agreement and are incorporated herein.
2. GRANT OF EASEMENT. Grantor hereby grants to Grantee, for itself and its successors and assigns, the perpetual, non-exclusive Easement over, under, across and through the Easement Area for the construction, reconstruction, repair, replacement, enlargement, inspection, maintenance, and operation of water mains and related facilities.

3. IMPROVEMENT OF EASEMENT AREA. Grantor acknowledges that Grantee may alter and improve the Easement Area and include all or part of the Easement Area.

Grantor hereby grants and coveys unto Grantee the right, privilege and authority to freely enter upon the Easement Area at any and all times with all machinery, tools, equipment, vehicles, and materials necessary for the purposes set forth above; to use and remove all earth and other materials lying within the Easement Area; and to improve the same to the design of Grantee's choosing.

Grantor shall not erect any permanent structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of Grantee, which consent shall not be unreasonably withheld and delayed.

4. INDEMNIFICATION.

- a. Grantee agrees to indemnify and hold Grantor, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives in exercising its rights herein, except for as may be caused, in whole or in part, by the intentional acts and negligent acts or omissions of Grantor, its employees, agents or its representatives.
- b. Grantor agrees to indemnify and hold Grantee, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or its employees, agents or representatives in relation to this Agreement, except for as may be caused, in whole or in part, by the intentional acts and negligent acts or omissions of Grantee, its employees, agents or its representatives.

5. NOTICES. Any notice sent in accordance with the provisions of this Agreement shall be deemed to have been received on the date which is: (i) the date of proper posting, if sent by certified U.S. Mail, Express U.S. Mail or recognized overnight courier or (ii) the date on which sent, if sent by facsimile or electronic mail transmission, with confirmation and with the original to be sent by certified U.S. Mail or recognized overnight courier, addressed as follows:

If to the City:

City of Cannon Falls
Attn: Neil Jensen
918 River Road
Cannon Falls, MN 55009

If to the Fair Association: Cannon Valley Fair Association
Attn:
800 N 9th Street
PO Box 384
Cannon Falls, MN 55009

6. WARRANTIES OF TITLE. Grantor warrants that it has good and indefeasible fee simple title to the Parcel and that it has full authority to enter into this Agreement and grant the Easement.
7. RUNNING OF BENEFITS AND BURDENS. All provisions of this Agreement, including the benefits and burdens, run with the Parcel and are binding upon and inure to the benefit of the Parties and their respective successors and assigns.
8. AMENDMENT; MODIFICATION. This Agreement may only be amended by the written consent and mutual agreement of all the record owners of the Parcel and Grantee.
9. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

GRANTOR:

CANNON VALLEY FAIR ASSOCIATION, INC., a Minnesota nonprofit corporation

By: _____

By: _____

STATE OF MINNESOTA, COUNTY OF GOODHUE, ss

On this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the state of Minnesota, personally appeared _____, to me personally known, who being by me duly sworn did say that they are the _____, respectively, of the Cannon Valley Fair Association, Inc., a Minnesota nonprofit corporation, that the instrument to which this is attached was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public

GRANTEE:

CITY OF CANNON FALLS

a Minnesota municipal corporation

BY: _____
Mayor

AND: _____
City Clerk

STATE OF MINNESOTA)
COUNTY OF GOODHUE)ss.
CITY OF CANNON FALLS)

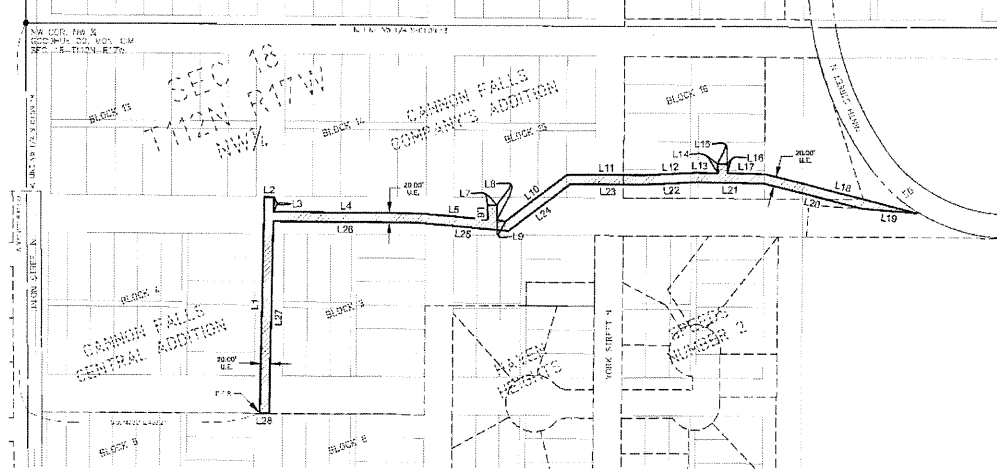
On this ____ day of _____, 2022, before me personally appeared John O. Althoff and Neil L. Jensen to me known to be the persons described in the foregoing instrument and who did say they are, respectively, the Mayor and City Administrator of the City of Cannon Falls, a Minnesota municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said John O. Althoff and Neil L. Jensen acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

This Instrument Drafted By:

Hoff Barry, P.A. (SMR)
100 Prairie Center Drive
Suite 200
Eden Prairie, MN 55344
(952) 941-9220

EASEMENT EXHIBIT



LEGEND

- ORIGINAL PLAT LINES
- EXISTING LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- WATERMAIN EASEMENT

BEARING SYSTEM USED:
GOODHUE COUNTY COORDINATE
SYSTEM HAD 35' ADJUSTMENT - 2011

SCALE: 1" = 150'
DRAWN BY: ADW
DATE: 3/15/2022
PROJECT NO: 2206.22
CASE NO: 8220.22 WATERMAIN EASEMENT

FOR:
CANNON VALLEY FAIR ASSOCIATION
CITY OF CANNON FALLS
SEC. 18, TOWNSHIP 112N., RNG. 17W
GOODHUE COUNTY, MINNESOTA

0 75 150 300
SCALE 1"=150'

whks
watermain easement

SHEET 1 OF 2

EASEMENT EXHIBIT

WATERMAIN EASEMENT DESCRIPTION:

That part of Cannon Falls Central Addition and Cannon Falls Company's Addition, Goodhue County, Minnesota, more particularly described:

Commencing at the northwest corner of the northwest quarter of Section 18, Township 112 North, Range 17 West; thence South 00 degrees 24 minutes 02 seconds East, along the west line of said northwest quarter, 821.43 feet; thence South 89 degrees 43 minutes 38 seconds East, along the north line of Block 5, Cannon Falls Central Addition, 493.21 feet to the Point of Beginning; thence North 01 degrees 09 minutes 32 seconds East, 458.01 feet; thence South 88 degrees 50 minutes 28 seconds East, 20.00 feet; thence South 01 degrees 09 minutes 32 seconds West, 31.24 feet; thence South 89 degrees 31 minutes 39 seconds East, 307.93 feet; thence South 84 degrees 46 minutes 17 seconds East, 147.53 feet; thence North 00 degrees 28 minutes 12 seconds West, 80.66 feet; thence North 89 degrees 36 minutes 48 seconds East, 20.00 feet; thence South 00 degrees 23 minutes 12 seconds East, 32.62 feet; thence South 84 degrees 46 minutes 17 seconds East, 18.66 feet; thence North 52 degrees 50 minutes 06 seconds East, 162.62 feet; thence South 89 degrees 47 minutes 48 seconds East, 166.28 feet; thence North 87 degrees 03 minutes 00 seconds East, 107.10 feet; thence South 88 degrees 53 minutes 18 seconds East, 48.02 feet; thence North 02 degrees 20 minutes 40 seconds West, 19.79 feet; thence North 87 degrees 39 minutes 20 seconds East, 20.00 feet; thence South 02 degrees 20 minutes 40 seconds East, 20.50 feet; thence South 88 degrees 53 minutes 18 seconds East, 79.73 feet; thence South 75 degrees 46 minutes 58 seconds East, 332.41 feet; thence North 85 degrees 47 minutes 06 seconds West, 115.15 feet; thence North 75 degrees 46 minutes 58 seconds West, 216.71 feet; thence North 88 degrees 53 minutes 18 seconds West, 144.78 feet; thence South 87 degrees 03 minutes 00 seconds West, 106.95 feet; thence North 89 degrees 47 minutes 48 seconds West, 160.07 feet; thence South 52 degrees 50 minutes 06 seconds West, 163.61 feet; thence North 84 degrees 46 minutes 17 seconds West, 193.21 feet; thence North 89 degrees 31 minutes 39 seconds West, 307.33 feet; thence South 01 degrees 09 minutes 32 seconds West, 406.46 feet; thence North 89 degrees 43 minutes 38 seconds West, 20.00 feet to the Point of Beginning.

Containing 0.85 acres, more or less.

LINE #	BEARING	LENGTH
L1	N01° 09' 32"E	458.01
L2	S88° 50' 28"E	20.00
L3	S01° 09' 32"W	31.24
L4	S89° 31' 39"E	307.93
L5	S84° 46' 17"E	147.53
L6	N00° 28' 12"W	80.66
L7	N89° 36' 48"E	20.00
L8	S00° 23' 12"E	32.62
L9	S84° 46' 17"E	18.66
L10	N02° 20' 40"E	19.79
L11	S88° 47' 48"E	106.95
L12	N87° 03' 00"E	107.10
L13	S88° 53' 18"E	48.02
L14	N02° 20' 40"W	19.79

LINE #	BEARING	LENGTH
L15	N07° 39' 20"E	20.50
L16	S02° 20' 40"E	20.50
L17	S02° 20' 40"E	79.73
L18	S75° 46' 58"E	332.41
L19	N85° 47' 06"W	115.15
L20	N75° 46' 58"W	216.71
L21	N89° 33' 18"W	144.78
L22	S87° 03' 00"W	106.95
L23	N89° 47' 48"W	160.07
L24	S02° 50' 06"W	163.61
L25	N84° 46' 17"W	193.21
L26	N89° 21' 29"W	307.33
L27	S01° 09' 32"W	406.46
L28	N89° 43' 38"W	20.00

SCALE:	1" = 150'
DRAWN BY:	ADM
DATE:	9/19/2022
PROJECT NO:	0206.22
GRID NO:	8206.22 WATERMAIN EASEMENT

FOR:	CANNON VALLEY FAIR ASSOCIATION CITY OF CANNON FALLS SEC. 18, TOWNSHIP 112N., RNG. 17W GOODHUE COUNTY, MINNESOTA
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