



Board Meeting Date: 8/14/2023

Title: Easement Agreement – DISH Wireless LLC

Type: Consent

Presenter(s): Mert Woodard, Director, Business Services

Description: The District was approached by DISH Wireless LLC to enter into a non-exclusive easement agreement for the installation of fiber-optic cabling and other related items on District property. The location of the installation will be at the Edina Community Center campus, specifically at Kuhlman Stadium.

The consideration paid to the District by DISH will be \$10,000.

Recommendation: Authorize the Director of Business Services to execute all agreements necessary to enter the District into an easement agreement with DISH Wireless LLC.

Desired Outcomes from the Board: N/A

Attachments:

1. Easement Agreement – DISH Wireless LLC & Independent School District No. 273

Upon Recording, Return to:

DISH Wireless L.L.C.
Attention: Lease Administration
5701 S Santa Fe Drive
Littleton, CO 80120
Re: MNMSP00054A

(Space above for Recorder's Office)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of _____, 20__, (the "**Effective Date**") by and between Independent School District No. 273, also known as Edina Public School System, whose mailing address is 5701 Normandale Road, Edina, Minnesota 55424 (as "**Grantor**") and DISH Wireless L.L.C., a Colorado limited liability company, DISH having a place of business at 9601 South Meridian Boulevard, Englewood, Colorado 80112 (as "**DISH**"). Grantor and DISH are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

WHEREAS, Grantor is the owner of certain real property, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Grantor wishes to grant to DISH a non-exclusive easement, extending through and across a portion of the Property, for the purpose of ingress and egress and for the installation, use, operation, modification, maintenance and removal of utility lines, utility wires, fiber, cables, conduits, pipes and related communications equipment, either aboveground or underground, including, but not limited to, electrical, fiber connectivity, fiber-optic cabling and lines, underground coax cable, underground conduit, junction boxes and appurtenant equipment, along with other necessary utility services and personal property that may be installed from time to time (hereafter referred to as "**DISH's Improvements**").

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant an easement to DISH upon the following terms and conditions:

1. Easement. Grantor hereby grants to, and for the benefit of, DISH and DISH's successors and assigns, DISH's agents, employees, representatives, contractors, and invitees a non-exclusive appurtenant easement over, under, across and through a portion of the

Property, as more particularly described in **Exhibit B** attached hereto and incorporated herein, for the installation and maintenance of DISH's Improvements (the "**Easement**"). Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder DISH's use of the Easement for the aforementioned purpose, subject to the provisions set forth in this Agreement. All DISH Improvements shall be installed in compliance with applicable building codes as well as state and federal law. DISH is solely responsible for obtaining all necessary building permits and any other regulatory approval.

2. **Term.** This Agreement shall be effective as of the Effective Date. The initial term of this Agreement (the "**Initial Term**") will commence on the first (1st) day of the month following the commencement of DISH's Installation (the "**Commencement Date**"), and will expire on the last day of the month that is sixty (60) months after the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. The Initial Term shall automatically renew for up to two (2) additional terms of sixty (60) months each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"). However, DISH may, in DISH's sole and absolute discretion, elect not to renew the Agreement the end of the then-current Term by giving Grantor written Notice at least ninety (90) days prior to the end of the then-current Term. The Parties agree that this Agreement constitutes a binding and valid obligation on each Party and that each Party has vested rights in this Agreement as of the Effective Date. Within thirty (30) days after termination of this Easement Agreement for any reason, DISH shall remove all equipment installed within the Easement. Said removal shall be undertaken in a manner so as to return the Property to its original condition and without causing damage to any structure.
3. **Consideration.** In consideration of the rights granted herein, DISH shall pay the Easement Payment in the amount as set forth in **Exhibit C**, attached hereto and incorporated herein by reference. **Exhibit C** may be removed for recording purposes.
4. **Maintenance.** DISH shall maintain the Easement in a condition suitable for its use for the installation and maintenance of DISH's Improvements and without adversely impacting the Grantor's use of its Property and any structures or buildings thereon. DISH acknowledges that the Easement created herein follows the structure of existing bleachers, such that the conduit and cabling are physically attached to the bleachers above ground. Grantor reserves the right to modify and/or replace the bleachers during the term of this Easement as Grantor deems necessary or as required by law. In the event of such modification or replacement, the Parties shall endeavor to re-route the Easement in a manner that accomplishes the purpose of the Easement while not interfering with Grantor's use of its Property and equipment, including the bleachers. In that event, DISH is solely responsible for moving its equipment to the new easement location or, in the alternative, DISH may terminate this Agreement. If the Easement is otherwise damaged

or obstructed for a reason other than as set forth herein so as to render all or any part of the Easement substantially unusable for DISH's intended use, then DISH may terminate this Agreement, at DISH's option.

5. No Permanent Structures. Except as otherwise provided herein, Grantor, shall not construct or permit to be constructed, any building or other permanent structure upon the Easement(s), or make any permanent excavation, or permit any permanent excavation to be made upon the Easement(s).
6. Assignment. DISH may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Agreement in connection to any third party without Grantor's consent. DISH shall be released from its obligations hereunder only with the prior written consent of Grantor.
7. Indemnification. To the extent allowed by law, Parties agree to indemnify, defend, and hold the Parties, their officers, agents, employees, contractors, or any other person or entity for whom is the Parties are legally responsible, harmless from and against any direct injury, loss, damage, or liability (or any claims in respect to the foregoing), costs or expenses (including reasonable attorney's fees and court costs) resulting from the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of the Parties, their officers, employees, agents, contractors or any other person or entity from whom the Parties legally responsible.
8. Miscellaneous.
 - a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both Parties.
 - b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
 - c. Due Authorization. Each Party hereto represents and warrants that it has obtained all required consents and authorizations to enter into this Agreement.

- d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.
- e. Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(Signatures appear on the following page. Remainder of this page is intentionally blank.)

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

GRANTOR

Independent School District No. 273

By: _____

Name: _____

Title: _____

Date: _____

DISH

DISH Wireless L.L.C.

By: _____

Name: _____

Title: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument, the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ Notary Public acting in the
county of: _____

My commission expires: _____

STATE OF: _____

COUNTY OF: _____

On _____, 20____ before me,
_____, Notary Public, personally appeared
_____, personally known to me (or proved to me
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument, the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)

Notary Public

Notary Public in the county of: _____ Notary Public acting in the
county of: _____

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Address: 5701 Normandale Road, Minneapolis, MN 55424

Parcel ID: 1902824230001

Legal Description:

The following described land situated in the County of Hennepin and State of Minnesota:

Land lying in Section 19, Township 28, Range 24 described as follows: That part of the Southwest one-quarter of the Northwest one-quarter and that part of the Northwest one-quarter of the Southwest one-quarter of Section 19, Township 28, Range 24 described as follows: Commencing at the intersection of the South line of Southview Lane as now laid out and opened and the East line of the Southwest one-quarter of the Northwest one-quarter; thence West along the South line of said Southview Lane to the West line of said Section; thence South along the West line of said Section to a point 883.4 feet North of the Southwest corner of the Northwest one-quarter of the Southwest one-quarter of said Section; thence South 89 degrees and 52 minutes East 228.4 feet to the center of County Road; thence South 26 minutes West along the center of said road 100 feet; thence South 19 degrees 14 minutes West 100 feet; thence South 34 degrees 48 minutes West to a point of intersection with the North line of the South 20 acres of said Northwest one-quarter of Southwest one-quarter; thence East along said latter line to a point 839 feet West of the East line of the said Northwest one-quarter of the Southwest one-quarter thence North parallel to the East line of said quarter-quarter to the South line of the North 15 acres of said quarter-quarter; thence East along the South line of the said North 15 acres 150 feet; thence South parallel to the East line of said quarter-quarter to the North line of the South 20 acres of the said quarter-quarter; thence West to the West line of the East 4.58 acres of the North 10 acres of the South 20 acres of said quarter-quarter; thence South along the West line of the said East 4.58 acres to the South line of the said East 4.58 acres of the North 10 acres of the South 20 acres; thence East along the South line of the East 4.58 acres to the East line of the Northwest one-quarter of the Southwest one-quarter of said Section 19; thence North along the East line of Northwest one-quarter of the Southwest one-quarter and the East line of the Southwest one-quarter of the Northwest one-quarter of said Section to the point of beginning EXCEPT THAT PART which lies Westerly of the following described line:

Beginning at the Northeast corner of Lot 4, Block 2, School Manor; thence run Northerly on the Northerly extension of the East line of said Lot 4 to its intersection with a line run parallel with and distant 40 feet Northerly of the South line of West 59th Street; thence run Westerly to a point on a line run parallel with and distant 270 feet Easterly of the West line of said Section 19 distant 25 feet Northerly of its intersection with said 40 foot parallel line; thence run North to a

point distant 270 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 515 feet South of the West quarter corner thereof; thence run Northwesterly to a point distant 215 feet Easterly (measured at right angles) of a point on the West line of said Section 19, distant 320 feet South of the West quarter corner thereof; thence run Northeasterly to a point distant 285 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 215 feet South of the West quarter corner thereof; thence run Northwesterly to a point distant 205 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 40 feet South of the West quarter corner thereof; thence run Northerly to a point distant 205 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 70 feet North of the West quarter corner thereof; thence run Westerly to a point distant 180 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 70 feet North of the West quarter corner thereof; thence run Northwesterly to a point distant 165 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 170 feet North of the West quarter corner thereof; thence run Northerly parallel with the West line of said Section 19 for 430 feet; thence deflect to the right at an angle of 90 degrees for 35 feet; thence run Northeasterly to a point distant 235 feet Easterly (measured at right angles) of a point on the West line of said Section 19 distant 625 feet North of the West quarter corner thereof; thence run Northerly parallel with the West line of said Section 19 for 30 feet; thence deflect to the right at an angle of 90 degrees for 45 feet; thence run Northerly parallel with the West line of said Section 19 to an intersection with the South line of Southview Lane and there terminating.

Torrens Certificate #: 466019

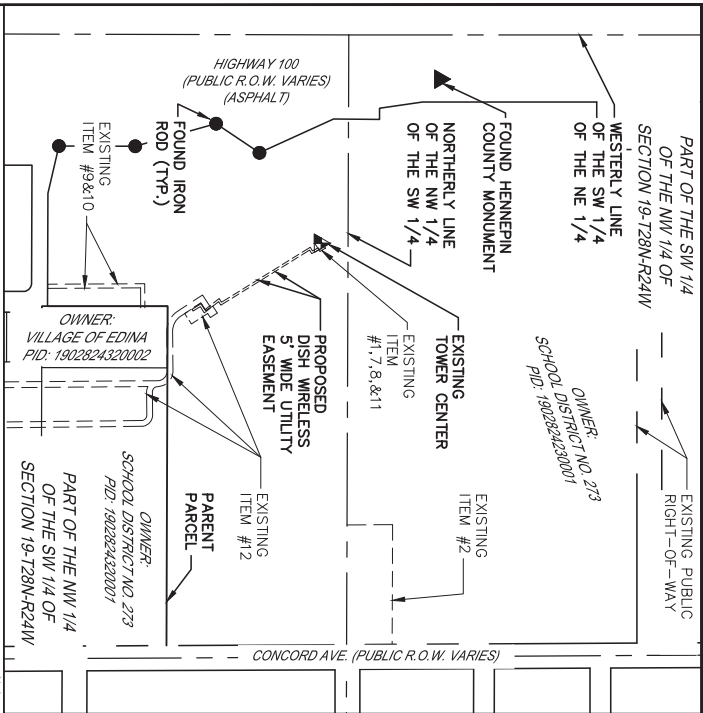
Parcel ID#: 1902824230001

NOTE: The legal description provided herein also includes Parcel ID Nos. 1902824320001 and 1902824320004, but this parcels were not specifically searched and are not intended to be described on this report.

This being the same property certified to the Independent School District #17 a Minnesota corporation by the Registrar of Titles in and for the County of Hennepin County and State of Minnesota per Certificate of Title 466019.

EXHIBIT B
SURVEY OF EASEMENT

(See Attached)



DESCRIPTION OF PARENT PARCEL

SEE SHEET SUR-4

EASEMENTS AND RESTRICTIONS

SEE SHEET SUR-4

SITE SURVEY

PROPERTY OWNERS: INDEPENDENT SCHOOL DISTRICT #17
(AKA, INDEPENDENT SCHOOL DISTRICT #273)

TN=TRUE NORTH
MN=MAGNETIC NORTH
(MAGNETIC DECLINATION TAKEN FROM NATIONAL
GEODETIC SURVEY WEB SITE FOR THIS AREA,
06/07/2023) CHANGING BY 0° 3' W/YEAR (PLUS OR
MINUS 0° 25')

GEOGRAPHIC COORDINATES

LATITUDE:	44°53'52.52"	44.897922°	NAD83
LONGITUDE:	93°20'53.14"	-93.348094°	NAD83
SITE ELEVATION:	913 FEET		NAVD88



UTILITY NOTE

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SURVEYOR THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO SURVEYOR AND NOT SHOWN ON THIS DRAWING.

GENERAL NOTES

THIS PARCEL IS ZONED R-1-SINGLE DWELLING UNIT; CITY OF EDINA JURISDICTION.

SETBACKS: FRONT = 30'; REAR = 15'; SIDE = 10'.

ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 270530036F, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF 11/04/2016, THIS SITE APPEARS TO BE LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN). TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION. FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

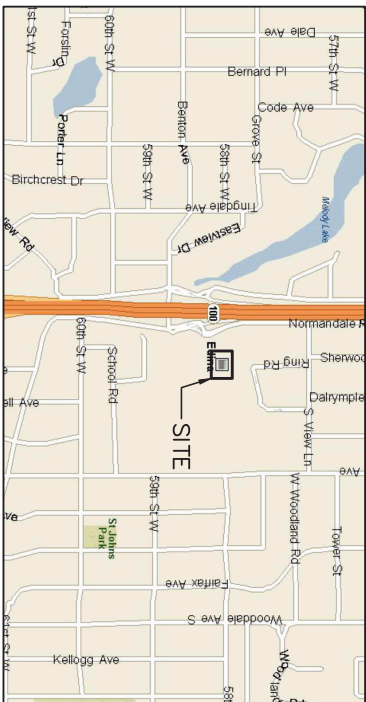
A FULL BOUNDARY SURVEY WAS NOT PERFORMED ON THE PARENT PARCEL SHOWN ON THIS SHEET. ONLY MONUMENTS SHOWN AS "FOUND" WERE USED TO DESCRIBE THE EASEMENTS AND LEASE AREA.

THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY TOWER TITLE COMPANY, AS FILE NUMBER DISH-151166-PR, WITH AN EFFECTIVE DATE OF 04/05/2023, WHICH SHOWS DEEDS, CHAIN OF TITLE, TAXES, AND EASEMENTS OF RECORD OF DESCRIBED PARENT PARCEL.

PARENT PARCEL

SCALE: 1"=300'

SECTION 19, TOWNSHIP 28 NORTH, RANGE 24 WEST
EDINA, HENNEPIN COUNTY, MINNESOTA



VICINITY MAP

SCALE: NONE



SITE BENCHMARK:

FOUND IRON ROD ON THE EASTERLY
RIGHT-OF-WAY LINE OF NORMANDALE RD, 284
FEET SOUTHWEST OF EXISTING TOWER CENTER.
-ELEVATION=913.67' (NAVD 88)

SURVEYORS NOTES

BEARINGS ARE BASED ON THE MINNESOTA STATE
PLANE COORDINATE SYSTEM, HENNEPIN COUNTY ZONE
(MINNESOTA DOT) FROM GPS EQUIPMENT.



SHEET NUMBER
SUR-1

SHEET TITLE
SITE
SURVEY

MINMSP00054A
5701 NORMANDALE ROAD
EDINA, MN 55424-HENNEPIN COUNTY
PROPOSED UTILITY EASEMENT

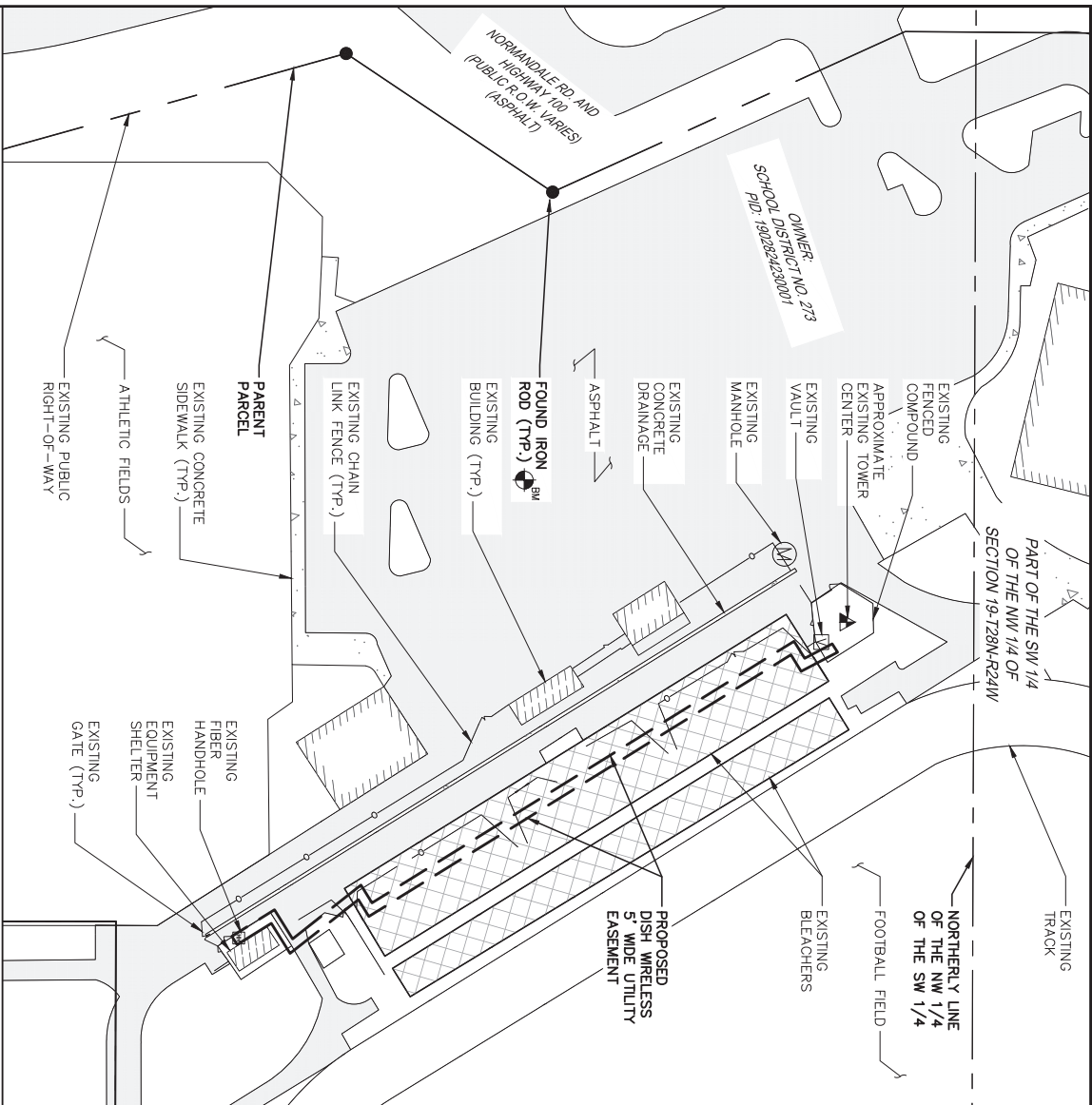
PROJ #: 23-14-06

DWG BY: DKC

CHKD BY: WCB

A	05/23/23	50% INT. REVIEW	DKC
B	06/08/23	90% INT. REVIEW	DKC
C	06/22/23	FINALS	DKC





SITE PLAN

SCALE: 1" = 60'

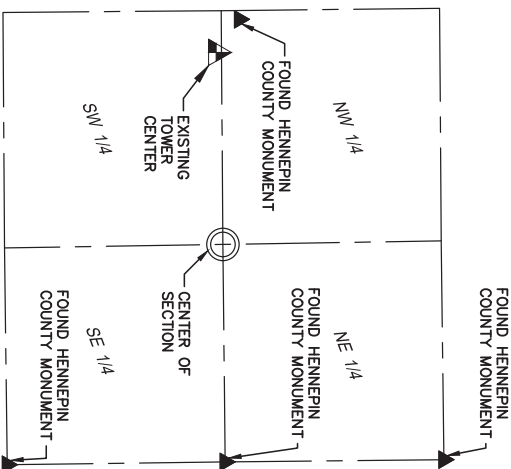


GENERAL LEGEND

- TOWER CENTERLINE
- VAULT BOX
- MANHOLE
- BENCH MARK
- HANDHOLE



EXISTING STRUCTURE



SECTION 19 - T28N - R24W

SCALE: 1" = 1500'



SHEET NUMBER
SUR-2

SHEET TITLE
SITE PLAN

MNMSPO0054A
5701 NORMANDALE ROAD
EDINA, MN 55424—HENNEPIN COUNTY
PROPOSED UTILITY EASEMENT

PROJ #: 23-14-06

DWG BY: DKC

CHKD BY: WCB

A	05/23/23	50% INT. REVIEW	DKC
B	06/08/23	90% INT. REVIEW	DKC
C	06/22/23	FINALS	DKC

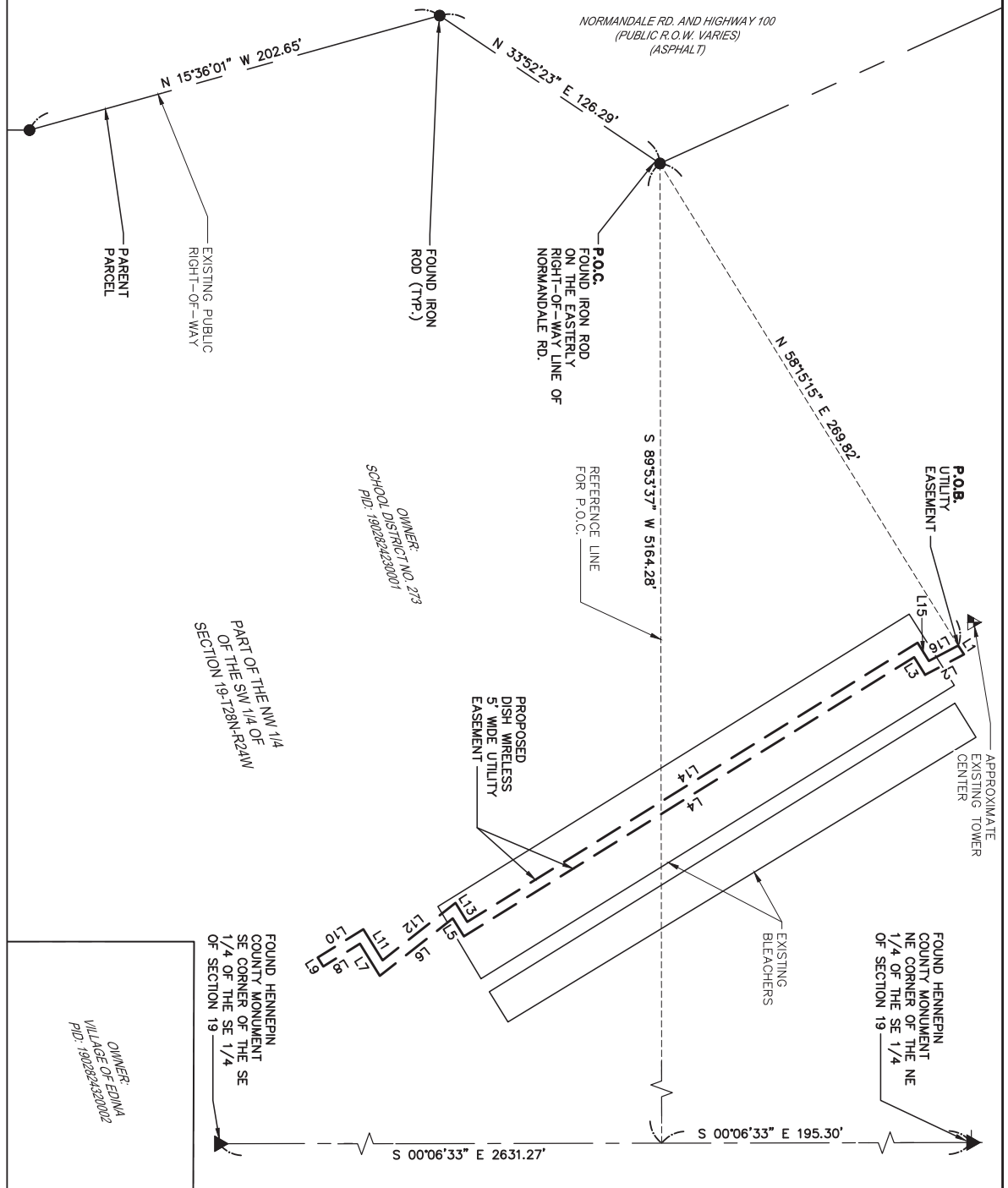


dish wireless

PROPOSED UTILITY EASEMENT LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 56°57'18" E	5.02'
L2	S 27°40'15" E	20.92'
L3	S 58°11'50" W	9.86'
L4	S 31°48'10" E	252.15'
L5	S 58°11'50" W	10.06'
L6	S 38°11'48" E	44.16'
L7	S 58°11'50" W	17.97'
L8	S 31°48'10" E	20.51'
L9	S 58°11'50" W	5.00'
L10	N 31°48'10" W	25.51'
L11	N 58°11'50" E	17.38'
L12	N 38°11'48" W	44.16'
L13	N 58°11'50" E	10.65'
L14	N 31°48'10" W	252.15'
L15	N 58°11'50" E	10.21'
L16	N 27°40'15" W	15.80'

LEGEND



- ▲ FOUND SECTION CORNER (AS NOTED)
- FOUND IRON PIN (AS NOTED)
- ◇ CALCULATED POINT (AS NOTED)
- XX.XX' MEASURED DISTANCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (C) CALCULATED DISTANCE
- (R) RECORDED DISTANCE



LEASE AREA & EASEMENTS

SCALE: 1"=50'



SHEET TITLE LEASE AREA & EASEMENTS SUR-3	MNMSPO0054A 5701 NORMANDALE ROAD EDINA, MN 55424—HENNEPIN COUNTY PROPOSED UTILITY EASEMENT	A 05/23/23 50% INT. REVIEW DKC		
		B 06/08/23 90% INT. REVIEW DKC C 06/22/23 FINALS DKC		
PROJ #: 23-14-06	DWG BY: DKC	CHKD BY: WCB		

DESCRIPTION OF PARENT PARCEL

(PER CERTIFICATE OF TITLE RECORDED IN THE HENNEPIN COUNTY REGISTRAR OF TITLES OFFICE PER CERTIFICATE OF TITLE 466019.)

LAND LYING IN SECTION 19, TOWNSHIP 28, RANGE 24 DESCRIBED AS FOLLOWS: THAT PART OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER AND THAT PART OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 19, TOWNSHIP 28, RANGE 24 DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST LANE AS NOW Laid OUT AND OPENED AND THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER, THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST LANE TO THE WEST LINE OF SAID SECTION, THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION TO A POINT 883.4 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION, THENCE SOUTH 89 DEGREES AND 52 MINUTES EAST 228.4 FEET TO THE CENTER OF SAID ROAD 100 FEET, THENCE SOUTH 26 MINUTES EAST 14 MINUTES WEST 100 FEET; THENCE SOUTH 34 DEGREES 48 MINUTES WEST TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTH 20 ACRES OF SAID NORTHWEST ONE-QUARTER OF SOUTHWEST ONE-QUARTER, THENCE EAST ALONG SAID LATTER LINE TO A POINT 839 FEET WEST OF THE EAST LINE OF THE SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER THENCE NORTH PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER TO THE SOUTH LINE OF THE NORTH 15 ACRES OF SAID QUARTER-QUARTER, THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER TO THE NORTH LINE OF THE SOUTH 20 ACRES OF THE SAID QUARTER-QUARTER, THENCE WEST TO THE WEST LINE OF THE EAST 4.58 ACRES OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES OF SAID QUARTER-QUARTER, THENCE SOUTH ALONG THE WEST LINE OF THE SAID EAST 4.58 ACRES TO THE SOUTH LINE OF THE SAID EAST 4.58 ACRES OF THE SOUTH 20 ACRES, THENCE EAST ALONG THE SOUTH LINE OF THE SAID EAST 4.58 ACRES TO THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 19, THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER AND ONE-QUARTER OF SAID SECTION TO THE POINT OF BEGINNING EXCEPT THAT PART WHICH LIES WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, SCHOOL MANOR, THENCE RUN NORTHERLY ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 4 TO ITS INTERSECTION WITH A LINE RUN PARALLEL WITH AND DISTANT 40 FEET NORTHERLY OF THE SOUTH LINE OF WEST 59TH STREET, THENCE RUN WESTERLY TO A POINT ON A LINE RUN PARALLEL WITH AND DISTANT 270 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 19, DISTANT 25 FEET NORTHERLY OF ITS INTERSECTION WITH SAID 40 FOOT PARALLEL LINE, THENCE RUN NORTH TO A POINT DISTANT 270 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 515 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHWESTERLY TO A POINT DISTANT 215 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 320 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHEASTERLY TO A POINT DISTANT 285 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 215 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHWESTERLY TO A POINT DISTANT 205 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 40 FEET SOUTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHERLY TO A POINT DISTANT 205 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 70 FEET NORTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN WESTERLY TO A POINT DISTANT 180 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 70 FEET NORTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHWESTERLY TO A POINT DISTANT 165 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 170 FEET NORTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 FOR 430 FEET, THENCE DEFLECT TO THE RIGHT AT AN ANGLE OF 90 DEGREES FOR 35 FEET, THENCE RUN NORTHEASTERLY TO A POINT DISTANT 225 FEET EASTERLY (MEASURED AT RIGHT ANGLES) OF A POINT ON THE WEST LINE OF SAID SECTION 19, DISTANT 625 FEET NORTH OF THE WEST QUARTER CORNER THEREOF, THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 FOR 30 FEET, THENCE DEFLECT TO THE RIGHT AT AN ANGLE OF 90 DEGREES FOR 45 FEET, THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 19 TO AN INTERSECTION WITH THE SOUTH LINE OF SOUTHWEST LANE AND THERE TERMINATING.

EASEMENTS AND RESTRICTIONS

1. MEMORANDUM OF AGREEMENT DATED NOVEMBER 23, 1998 AND RECORDED DECEMBER 21,1998 IN INSTRUMENT NO. 3099627. - AFFECTED BY A(N)MEMORANDUM OF AMENDMENT TO SITE AGREEMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. 14846338. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
2. EASEMENT FOR STORM SEWER DATED MAY 19, 2020 AND RECORDED JUNE 7, 2004 IN INSTRUMENT NO. T3972249 (AS SHOWN ON SUR-1)
3. DECLARATION DATED MAY 18, 2004 AND RECORDED AUGUST 16, 2004 IN INSTRUMENT NO. T4003937. (NOT PLOTTABLE)
4. EASEMENT FOR UTILITY PURPOSES DATED JUNE 1, 2006 AND RECORDED JUNE 8, 2006 IN INSTRUMENT NO. 8809150. (AS SHOWN ON SUR-1)
5. EASEMENT FOR UTILITY PURPOSES DATED JUNE 28, 2006 AND RECORDED JULY 17, 2006 IN INSTRUMENT NO. T4282767. (NOT PLOTTABLE)
6. RESOLUTION NO. 2009-29 DATED MARCH 3, 2009 AND RECORDED MAY 13, 2009 IN INSTRUMENT NO. T4644248. (NOT PLOTTABLE)
7. MEMORANDUM OF AGREEMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846338. - AFFECTED BY A(N) ASSIGNMENT AND ASSUMPTION OF AGREEMENT DATED FEBRUARY 15, 2011 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846337. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
8. MEMORANDUM OF SITE SUBLEASE AND ASSIGNMENT DATED DECEMBER 3, 2010 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846339. - AFFECTED BY A(N) RECOGNITION AGREEMENT DATED FEBRUARY 8, 2011 AND RECORDED MARCH 29, 2011 IN INSTRUMENT NO. T4846340. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
9. GROUND LEASE AND EASEMENT AGREEMENT DATED FEBRUARY 27, 2014 AND RECORDED MARCH 2, 2014 IN INSTRUMENT NO. T05155441. - AFFECTED BY A(N) FIRST AMENDMENT TO THE GROUND LEASE AND EASEMENT AGREEMENT DATED JULY 29, 2014 AND RECORDED AUGUST 1, 2014 IN INSTRUMENT NO. T05188873. (AS SHOWN ON SUR-1)
10. LEASE-PURCHASE AGREEMENT DATED FEBRUARY 27, 2014 AND RECORDED MARCH 3, 2014 IN INSTRUMENT NO. T05155442. AFFECTED BY A(N) FIRST AMENDMENT TO THE LEASE-PURCHASE AGREEMENT DATED JULY 29, 2014 AND RECORDED AUGUST 1, 2014 IN INSTRUMENT NO. T05188874.(AS SHOWN ON SUR-1)
11. TERMS AND CONDITIONS OF AN UNRECORDED SUBLEASE, AS EVIDENCE BY A(N) MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT DATED AUGUST 17, 2016 AND RECORDED OCTOBER 24, 2016 IN INSTRUMENT NO. T05292888. (AS SHOWN ON SUR-1, EXISTING LEASE PLOTTED, DISCREPANCY IN ACCESS EASEMENT DESCRIPTION WHICH WAS NOT PLOTTED)
12. EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT DATED JUNE 11, 2020 AND RECORDED JULY 14, 2020 IN INSTRUMENT NO. T05726073. (AS SHOWN ON SUR-1)

DESCRIPTION OF PROPOSED UTILITY EASEMENT

A 5 FOOT WIDE PARCEL OF LAND, BEING A PART OF AND LYING ENTIRELY WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, OF SECTION 19, TOWNSHIP 28 NORTH, RANGE 24 WEST, HENNEPIN COUNTY, MINNESOTA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON ROD ON THE EASTERLY RIGHT-OF-WAY LINE OF NORMANDALE RD;

THENCE NORTH 58°15'15" EAST, A DISTANCE OF 269.82 FEET, TO THE POINT-OF-BEGINNING.

THENCE NORTH 56°57'18" EAST, A DISTANCE OF 5.02 FEET (L1);

THENCE SOUTH 27°40'15" EAST, A DISTANCE OF 20.92 FEET (L2);

THENCE ASCENDING VERTICAL FROM THE GROUND APPROXIMATELY 7 FEET MORE OR LESS HAVING AN ELEVATION OF 920 FEET (NAD88);

THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 9.86 FEET (L3), WHILE ASCENDING VERTICALLY APPROXIMATELY 4 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 924 FEET (NAD88) AT THE END OF SAID COURSE;

THENCE SOUTH 31°48'10" EAST, A DISTANCE OF 252.15 FEET (L4);

THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 10.06 FEET (L5), WHILE ASCENDING VERTICALLY APPROXIMATELY 6 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 930 FEET (NAD88) AT THE END OF SAID COURSE;

THENCE DESCENDING VERTICAL TO THE GROUND APPROXIMATELY 17 FEET MORE OR LESS HAVING AN ELEVATION OF 913 FEET (NAD88);

THENCE SOUTH 38°11'48" EAST, A DISTANCE OF 44.16 FEET (L6);

THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 17.97 FEET (L7);

THENCE SOUTH 31°48'10" EAST, A DISTANCE OF 20.51 FEET (L8);

THENCE SOUTH 58°11'50" WEST, A DISTANCE OF 5.00 FEET (L9);

THENCE NORTH 31°48'10" WEST, A DISTANCE OF 25.51 FEET (L10);

THENCE NORTH 58°11'50" EAST, A DISTANCE OF 17.38 FEET (L11);

THENCE NORTH 38°11'48" WEST, A DISTANCE OF 44.16 FEET (L12);

THENCE ASCENDING VERTICAL FROM THE GROUND APPROXIMATELY 17 FEET MORE OR LESS HAVING AN ELEVATION OF 930 FEET (NAD88);

THENCE NORTH 58°11'50" EAST, A DISTANCE OF 10.65 FEET (L13), WHILE DESCENDING VERTICALLY APPROXIMATELY 6 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 924 FEET (NAD88) AT THE END OF SAID COURSE;

THENCE NORTH 31°48'10" WEST, A DISTANCE OF 252.15 FEET (L14);

THENCE NORTH 58°11'50" EAST, A DISTANCE OF 10.21 FEET (L15), WHILE DESCENDING VERTICALLY APPROXIMATELY 4 FEET MORE OR LESS ALONG THE COURSE OF THE CALL HAVING AN ELEVATION OF 920 FEET (NAD88) AT THE END OF SAID COURSE;

THENCE DESCENDING VERTICAL TO THE GROUND APPROXIMATELY 7 FEET MORE OR LESS HAVING AN ELEVATION OF 913 FEET (NAD88);

THENCE NORTH 27°40'15" WEST, A DISTANCE OF 15.80 FEET (L16), TO THE POINT-OF-BEGINNING.

CONTAINING 1,879 SQUARE FEET (0.04 ACRES) MORE OR LESS.

SUBJECT TO INGRESS AND EGRESS, OVERHEAD POWER LINE, AND ALL EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD, IF ANY.

SHEET NUMBER
SUR-4

SHEET TITLE
DESCRIPTIONS

MNMSPP00054A
5701 NORMANDALE ROAD
EDINA, MN 55424-HENNEPIN COUNTY
PROPOSED UTILITY EASEMENT

PROJ #: 23-14-06

DWG BY:DKC

CHKD BY: WCB

A	05/23/23	50% INT. REVIEW	DKC
B	06/08/23	90% INT. REVIEW	DKC
C	06/22/23	FINALS	DKC



dish wireless

TO BE REMOVED PRIOR TO RECORDING

EXHIBIT C

CONSIDERATION

In accordance with Section 3 of this Agreement, DISH shall make to Grantor a one-time lump sum payment in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Easement Payment**"). The Easement Payment shall be made to Grantor within sixty (60) days of the Commencement Date. Grantor shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to making the Easement Payment or any other amount(s) due under this Agreement. In addition, DISH shall pay to Grantor a one-time payment of Five Thousand and 00/100 Dollars (\$5,000.00) ("**Signing Bonus**") within sixty (60) days of the Effective Date, provided this Agreement is executed by Grantor by August 31, 2023.