

**AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT
FOR RETAINING WALL**

THIS AGREEMENT, dated _____, 20__, by and between **Jeanette Whelpley Klauder**, a single person ("Owner") and the **City of Edina**, a Minnesota municipal corporation ("City").

Recitals

- A. Owner holds fee title to the property legally described in Exhibit A ("Property").
- B. A retaining wall located on the Property needs to be reconstructed.
- C. The City has agreed to reconstruct the retaining wall on the Property and Owner has agreed to provide a temporary construction easement for the work.

NOW THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. City Responsibilities.

- A. **Retaining Wall Construction.** City will construct and pay all costs associated with the retaining wall consistent with the City approved plans and specifications ("Plans").
- B. **No Warranties.** The City makes no warranties, expressed or implied, to the Owner concerning the Plans or the reconstructed retaining wall.

2. Owner's Responsibilities.

A. **Temporary Construction Easement.** Owner hereby consents and grants unto the City, its agents, successors and assigns, a temporary construction easement over, across, on, under and through the land situated in the County of Hennepin State of Minnesota, as legally described on the attached Exhibit B for construction of the retaining wall. This easement shall commence upon execution of this Agreement and expire upon completion of the construction of the retaining wall improvements as determined by the City. This easement shall include the right of ingress to and egress from the temporary easement premises, for the purpose of constructing and inspecting the retaining wall, at the will of the City, its agents, successors and assigns. The Owner grants the uses under this paragraph without divesting herself of the right to use and enjoy the above described temporary easement premises, subject only to the right of the City to use the same for the purposes provided herein.

Owner, for herself, her heirs, successors and assigns, covenants with the City, its successors and assigns, that she is well seized in fee title of the above described temporary easement premises; that she has the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the temporary easement premises; and that she will hold the City harmless from any breach of the foregoing covenants.

B. **Release.** Owner hereby releases and agrees to indemnify and hold harmless the City, its employees, officers, agents, successors and assigns from and against any and all liability claims, losses, judgments, damages or costs associated with the plans and the City's construction of the retaining wall on the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day
and year first above written.

*[The remainder of this page has been intentionally left blank.
Signature pages follow.]*

OWNER:

Jeanette Whelpley Klauder

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Jeanette Whelpley Klauder, a single person.

Notary Public

CITY OF EDINA

BY: _____
James Hovland, Mayor

AND: _____
Scott Neal, City Manager

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by James Hovland and Scott Neal, respectively the Mayor and City Manager of the **City of Edina**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000
RNK/cjh

EXHIBIT A

Legal description of the Property:

Lot 19, Block 4, Brookside Heights and the South one-half of Lot 20, Block 4, Brookside Heights, Hennepin County, Minnesota.

(Abstract Property)

EXHIBIT B

A temporary easement for construction purposes lying over, under and across the easterly 5 feet of Lot 19, Block 4 and the easterly 5 feet of the South one-half of Lot 20, Block 4, Brookside Heights, Hennepin County, Minnesota.