
**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

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AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGAM

MEMO

TO: Sunfish Lake Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: July 3, 2018
RE: Resolution Approving Use Of Eminent Domain To Acquire Temporary And Permanent Easement Rights From Private Property Owner As Required For the Charlton Road Improvements – City Project No. 2018-01
July 10, 2018 Council Meeting – Agenda Item 8(f)

Section 1. Background. Over the past months, the City Engineer has been involved in negotiations with the landowner at 2148 Delaware Avenue for acquisition of permanent easements for street, roadway, road right-of-way, public drainage and utility purposes, as well as a temporary construction easement in lieu of commencing condemnation proceedings. However, as of today, the City Engineer has been unable to reach settlement with the landowner.

As part of City Project No. 2018-01 (Charlton Road Improvements), it is necessary, expedient and for a public use and purpose for the City to acquire by condemnation under the right of eminent domain, the permanent easements for street, roadway, road right-of-way, public drainage and utility purposes, as well as the temporary construction easement for the property at 2148 Delaware Avenue.

In order to construct City Project No. 2018-01, it is necessary for the City to acquire the property rights described above prior to the filing of the award by the commissioners in a standard condemnation proceeding. Therefore, it is the opinion of the City Engineer and the City Attorney that it is necessary to acquire transfer of title and possession pursuant to the statutory quick take proceeding, Minnesota Statutes § 117.042.

Section 2. Council Action. With respect to the easement rights needed from the landowner at 2148 Delaware Avenue, the City Attorney and City Engineer recommend approval of the use of statutory quick take transfer of title and possession proceedings pursuant to Minnesota Statutes § 117.042. At the July 10, 2018 Council meeting, the Council will be asked to consider the attached Resolution Approving The Use Of Eminent Domain To Acquire Temporary And Permanent Easement Rights From Private Property Owner As Required For the Charlton Road Improvements.

**CITY OF SUNFISH LAKE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING THE USE OF EMINENT DOMAIN
TO ACQUIRE TEMPORARY AND PERMANENT EASEMENT RIGHTS
FROM PRIVATE PROPERTY OWNER AS REQUIRED FOR
FOR THE CHARLTON ROAD IMPROVEMENTS – CITY PROJECT NO. 2018-01**

WHEREAS, the City of Sunfish Lake (the “City”) initiated Project No. 2018-01 as part of the City’s Charlton Road Improvement Project (the “Project”); and

WHEREAS, the City Council directed WSB & Associates, Inc., the City’s consulting engineer, to prepare a feasibility study for the consideration of reconstruction and resurfacing of Charlton Road from CSAH 63 (Delaware Avenue) to TH 110 in the City of Sunfish Lake for City Project No. 2018-01. The Project includes:

1. Subgrade reconstruction
2. Street reconstruction
3. Bituminous resurfacing
4. Drainage, ditch and stormwater improvements
5. Segments of concrete curb and gutter
6. Installation of Geotech style fabric
7. Right-of-way and drainage and utility easement acquisition
8. Grading, excavation and erosion control
9. Partial realignment of traveled portion of roadway

WHEREAS, a feasibility report for City Project No. 2018-01, dated April 3, 2018, was submitted to the City County at the April 3, 2018 regular City Council meeting and was reviewed and discussed by the City Council at the April 3, 2018 meeting; and

WHEREAS, the feasibility report studied three (3) alternative options for the Council to consider when determining what type of improvements should be made to Charlton Road, project costs, proposed assessments and financing considerations for City Project No, 2018-01; and

WHEREAS, at the April 3, 2018 Council meeting, the Council, in preliminary fashion, selection “Option 3” identified in the feasibility report relating to the Charlton Road Improvements under City Project No. 2018-01, which includes reconstruction of the entire length of Charlton Road to Delaware Avenue and softening the 90-degree curve; and

WHEREAS, the Council directed the City Engineer to proceed with finalizing the feasibility report with “Option 3” relating to City Project No. 2018-01; and

WHEREAS, on May 1, 2018, the City Council received and approved the final

feasibility study for City Project No. 2018-01 and authorized WSB & Associates, Inc. to prepare the plans and specifications in accord with the feasibility report; and

WHEREAS, on May 1, 2018, the City Council adopted a resolution calling for a public hearing and approving a notice of hearing, which hearing was to be held on June 5, 2018, with respect to City Project No. 2018-01, identified as Option 3 in the feasibility report for the Project; and

WHEREAS, the notice of public improvement hearing was published, pursuant to Minn. Stat. § 429.031, in the City's official newspaper on May 13, 2018 and May 20, 2018, and was mailed to owners of affected parcels on May 14, 2018; and

WHEREAS, the public improvement hearing to consider the ordering of City Project 2018-01 was held on June 5, 2018, at which time all persons desiring to be heard were given an opportunity to be heard; and

WHEREAS, on June 5, 2018, the City Council adopted a resolution ordering Public Improvement Project 2018-01 as identified and noticed in the Notice of Public Improvement Hearing relating to said Project and designating the City's consulting engineer, WSB & Associates, Inc., as engineer for the Project; and

WHEREAS, on June 5, 2018, the City Council adopted a resolution appointing Don Stern and WSB & Associates, Inc. to be the Project Engineer, appointing Steve Apfelbacher and Ehlers & Associates, Inc. to provide the City with fiscal advisory services in connection with the Project, and appointing Jenny Boulton and Kennedy & Graven, Chartered to provide bond counsel services to the City in connection with the Project; and

WHEREAS, Martha H. Norton (the "Landowner") owns real property located at 2148 Delaware Avenue, Sunfish Lake, Dakota County, Minnesota (the "Landowner's Property"), legally described on the attached **EXHIBIT A**; and

WHEREAS, to facilitate the Project, the City must acquire a permanent easement for street and public way, together with a permanent easement for drainage and utility purposes and a temporary easement for grading, sloping, re-contouring, filling and excavation purposes from Landowner prior to the construction of the Project. Said easements are attached as **EXHIBIT A**; and

WHEREAS, the City was unable to acquire the easement parcels from the Landowner by negotiation and direct purchase; and

WHEREAS, in 2006, the State of Minnesota enacted various eminent domain reforms including an amendment to Minn. Stat. § 117.036 which: a) requires the City to provide the property owner with a copy of the City's appraisal and inform the property owner of the right to obtain an appraisal and receive reimbursement of appraisal costs pursuant to § 117.036, b) requires reimbursement of a property owner's appraisal costs up to \$1,500 for single family and

two-family residential property and minimum damage acquisitions (i.e. appraised damages of \$10,000 or less) and \$5,000 for other types of property, and c) requires good faith negotiations which include a good faith attempt to negotiate personally with the property owner; and

WHEREAS, the City will comply with the statutory appraisal copy disclosure, notice of property owner appraisal rights, appraisal cost reimbursement, and good faith negotiation requirements of Minn. Stat. § 117.036; and

WHEREAS, the City Attorney's office will make the final written offers of just compensation pursuant to Minn. Stat. § 117.031 to the Landowner; and

WHEREAS, as of July 10, 2018, the City has been unable to reach a settlement with the affected Landowner; and

WHEREAS, the City Appraiser's approved appraisal of value for the affected Landowner is \$2,600; and

WHEREAS, Minnesota Statutes, § 117.042 provides the City with the authority to gain title and possession to all the easement parcels following a 90-day notice period. This statute is commonly referred to as the "quick take" statute. If a condemning authority does not utilize the "quick take" statute, the title and right of possession to the various easement parcels would only transfer to the City following the settlement of each parcel valuation case which can extend over a multi-year period; and

WHEREAS, the City would be unable to advertise, receive bids and award a single construction contract for the Project unless it utilizes the "quick take" statute. The 90-day "quick take" procedure must be utilized: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project; and

WHEREAS, the City staff recommends that the Sunfish Lake City Council authorize the use of the City's power of eminent domain for the acquisition of the easement parcel shown in **EXHIBIT A** as required for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE SUNFISH LAKE CITY COUNCIL:

- 1) That the City Council hereby authorizes the use of eminent domain for the acquisition of the easements attached as **EXHIBIT A** as required for the Project.
- 2) That the City Council approves the appraised values of the easement takings as identified below and finds that a 90-day "quick take" is required pursuant to Minnesota Statutes, § 117.042: a) to allow the City to award a single and reasonably economical construction contract for the Project, b) to meet the Project construction schedule and avoid the need for extended temporary easement takings, and c) to coordinate the Project.

- 3) That the City Engineer, City Attorney and/or City consultants are directed to continue good faith settlement negotiations with the Landowner; and, the City Engineer and City Attorney are authorized to take the necessary action pursuant to Minnesota Statutes, Chapter 117, to acquire the property rights required for Project No. 2017-24.
- 4) The City Council determines that the City's approved appraisal of value for the affected Landowner is \$2,600.

Passed this 10th day of July, 2018.

Richard Williams, Mayor

Attest:

Catherine Iago, City Clerk

EXHIBIT A
EASEMENTS

**PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY
EASEMENT AGREEMENT**

THIS PERMANENT PUBLIC STREET, DRAINAGE AND UTILITY EASEMENT AGREEMENT (“**Easement**”) is made, granted and conveyed this ____ day of July, 2018, by and between Martha H. Norton, a single person, (hereinafter referred to as the “Landowner”), and the City of Sunfish Lake, a Minnesota municipal corporation, (hereinafter referred to as the “City”).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

- A permanent easement for public street and public way purposes and for all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement Area #1**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B** attached hereto and incorporated herein by reference.
- A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement Area #2**”) under, over, across, through and upon that real property identified and legally described on **Exhibit C** attached hereto and incorporated herein by reference.

Permanent Easement Area #1 and Permanent Easement Area #2 shall be collectively referred to as “**Permanent Easement Areas**”. A depiction of the Permanent Easement Areas is attached hereto as **Exhibit D**.

The permanent easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any public street, public way, drainage

facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Areas.

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 Areas at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Areas and any City improvements located therein, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Permanent Easement Areas trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the public street, public way, drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Areas; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Areas as the City may deem appropriate.

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 Areas or the Landowner'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 Landowner, her 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 Landowner, for herself and her successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that she is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Areas described on Exhibit B and Exhibit C and depicted on Exhibit D and that she has good right to grant and convey the Permanent Easement Areas to the City.

The City shall indemnify, defend and hold harmless the Landowner from all claims brought by third parties against Landowner arising from the City's negligent exercise of its rights under this Easement.

The Landowner is not responsible or obligated to maintain the public street, public way, drainage facilities or utilities located within the Permanent Easement Areas on the Landowner's

Property.

This Permanent Public Street, Drainage and Utility 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.

[the remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Permanent Public Street, Drainage and Utility Easement Agreement to be executed as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Richard Williams
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Richard Williams and Catherine Iago 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 Sunfish Lake, 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property located in the City of Sunfish Lake, Dakota County, Minnesota, described as follows:

That part of the South 561.00 feet of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, T. 28N, R 22W, Dakota County, Minnesota, lying Westerly and Northwesterly of the following described line:

Commencing at the northeast corner of the south 561.00 feet of the west 580.00 feet of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence southerly, along the east line of said west 580.00 feet a distance of 205.00 feet; thence southwesterly to a point on the south line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ which point is 378.50 feet east of the southwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$, measured along said south line, and there terminating.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA #1

A permanent easement for street and public way purposes under, over, across, through and upon that portion of Landowner's Property described as follows:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said strip of land is to extend by its full width from the westerly line of the property to the easterly line of the property.

EXHIBIT C
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA #2

A permanent easement for drainage and utility purposes under, over, across, through and upon that portion of Landowner's Property described as follows:

A strip of land 15.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows:

Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said strip of land is to extend by its full width from a line drawn parallel with and distant 215.13 feet east of the west line thereof to the easterly line of the property.

[illegible]

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this ____ day of July, 2018, by and between the City of Sunfish Lake, a Minnesota municipal corporation (hereinafter referred to as “City”) and Martha H. Norton, a single person (hereinafter referred to as the “Landowner”).

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, a temporary easement for the purposes of grading, sloping, re-contouring, filling, and excavation on, over, through, upon and under certain land located in the City of Sunfish Lake, Dakota County, Minnesota, hereinafter described and referred to as the **Temporary Easement Area**.

This temporary easement is for the following purposes (including, but not limited to):

- grading, sloping, re-contouring, filling and excavation,

on, over, through, upon and under the Temporary Easement Area described and depicted on the attached **Exhibit A** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Area at all reasonable times to grade, slope, recontour, fill and excavate within the Temporary Easement Area and to remove from the Temporary Easement Area trees, brush, herbage, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Area.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances,

pollutants, or contaminants which may have existed on, or which relate to, the Temporary Easement Area 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 Landowner, her 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 City hereby agrees to restore the disturbed Temporary Easement Area to substantially the same or similar condition as existed prior to use of the Temporary Easement Area by the City or its contractors for the purposes contained in this Temporary Easement. All restoration work shall be completed as soon as practical and in all events prior to expiration of this Temporary Easement. The City shall perform restoration to achieve a quality of restoration consistent with the surrounding property and the use thereof.

The Landowner, for herself and her successors and assigns, does hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Area and has good right to grant and convey this Temporary Easement to the City.

The Landowner and the City hereby agree that this Temporary Easement shall automatically expire on **October 31, 2019**.

If this Temporary Easement has been recorded, then upon Landowner's written request, the City, at its own expense and after expiration of this Temporary Easement, will record with the Dakota County Recorder a release of this Temporary Easement.

[the remainder of the page has been intentionally left blank]

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement as of the day and year first above written.

LANDOWNER:

Martha H. Norton

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Martha H. Norton, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF SUNFISH LAKE

By: _____
Richard Williams
Its Mayor

ATTEST:

Catherine Iago, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Richard Williams and Catherine Iago 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 Sunfish Lake, 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for the purposes of grading, sloping, re-contouring, filling, and excavation on, over, through, upon and under the following parcel of land:

A strip of land 4.00 feet in width the Southerly line of which is contiguous with the northerly line of the following described strip of land:

A strip of land 30.00 feet in width, the centerline of said strip is described as follows: Commencing at the Northwest corner of the of the Southwest Quarter of Section 30, Township 28, Range 22, Dakota County, Minnesota; thence S 00 degrees 00 minutes 45 seconds East, assumed bearing along the West line of said Southwest Quarter, 2628.21 feet to the point of beginning of said centerline to be hereinafter described; thence North 89 degrees 46 minutes 49 seconds East, 601.48 feet; thence Northeasterly 224.76 feet along a tangential curve concave to the northwest having a radius of 155.00 feet, and a central angle of 83 degrees 04 minutes 54 seconds; thence northerly 329.10 feet along a compound tangential curve, concave to the west, having a radius of 2601.99 feet, and a central angle of 07 degrees 14 minutes 49 seconds; thence Northerly 63.21 feet along a compound tangential curve, concave to the west, having a radius of 650.00 feet and a central angle of 05 degrees 34 minutes 18 seconds; thence North 06 degrees 07 minutes 13 seconds West, tangent to the last described curve, 176.03 feet; thence Northeasterly 273.83 feet, along a tangential curve, concave to the southeast, having a radius of 215.00 feet and a central angle of 72 degrees 58 minutes 24 seconds; thence North 66 degrees 51 minutes 11 seconds East, tangent to the last described curve, 197.41 feet; thence Northeasterly 139.03 feet along a tangential curve concave to the northwest, having a radius of 215.00 feet and a central angle of 37 degrees 02 minutes 58 seconds; thence Northeasterly 247.88 feet along a compound tangential curve, concave to the northwest, having a radius of 480.00 feet and a central angle of 29 degrees 35 minutes 20 seconds; thence North 00 degrees 12 minutes 53 seconds East, tangent to the last described curve, 84.88 feet; thence Northeasterly 234.58 feet along a tangential curve, concave to the southeast, having a radius of 600.00 feet and a central angle of 22 degrees 24 minutes 03 seconds; thence North 22 degrees 36 minutes 56 seconds East, tangent to the last described curve, 243.67 feet; thence Northeasterly 245.09 feet along a tangential curve, concave to the northwest having a radius of 1432.00 feet and an central angle of 09 degrees 48 minutes 23 seconds; thence North 12 degrees 48 minutes 33 seconds East, tangent to the last described curve, 79.07 feet; thence Northeasterly 193.12 feet along a tangential curve, concave to the southeast having a radius of 2864.00 feet and a central angle of 03 degrees 51 minutes 48 seconds, to the southerly right of way line of State Highway 110 and said centerline there terminating.

Said strip of land is to extend by its full width from the westerly line of said parcel to a line drawn parallel with and distant 215.13 feet east of the west line thereof.

DEPICTION OF TEMPORARY EASEMENT AREA

