



City of Sunfish Lake
City Council Agenda Report

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TO: Mayor O'Leary and Members of the Sunfish Lake City Council
FROM: Kori Land, City Attorney
DATE: August 18, 2026
RE: Driveway Easement for 9600 Angell Road

BACKGROUND

The City recently discovered that the owner of 9600 Angell Road in Sunfish Lake only has access to Angell Road via an easement created in a deed to the City in 1972. Since deed restrictions expire after 30 years, the City believes it is prudent to grant an easement to the owner of 9600 Angell Road to publicly memorialize their right to have access to a public street.

DISCUSSION

The property at 9600 Angell Road is landlocked and has no direct access to a public street. The current driveway that is used to access Angell Road extends from the landlocked parcel directly on the shared property line of the City's two lots that is known as Harmon Park. The City recently decided to keep and maintain Harmon Park as a City Park. The driveway easement coincides with the existing driveway dimensions and will give the owner of 9600 Angell Road legal access from the landlocked parcel to Angell Road, and when recorded, the easement will run with the land for the benefit of any future owner. The owner will be responsible for the maintenance of the driveway.

Since Harmon Park is used as a passive park with nonmotorized trails throughout both lots, we included language that the public is allowed to walk across the driveway easement while using the trails, but the public cannot use the driveway as vehicular access to the park. The City reserved for itself the right to use the driveway as vehicular access for City purposes when it needs to conduct routine maintenance of the park or the trails (grooming, buckthorn removal, etc.).

The property owner has signed the Driveway Easement and upon execution by the City, has offered to record it.

RECOMMENDATION

Approve the Driveway Easement

ATTACHMENT

Driveway Easement

DRIVEWAY EASEMENT

THIS DRIVEWAY EASEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2026, by and between the City of Sunfish Lake, a Minnesota municipal corporation (“City”), and Perico B. Arcedo Jr. and Miguela C. Arcedo, husband and wife (“Grantee”).

PROPERTY DESCRIPTION

City owns real property in Dakota County, Minnesota legally described on Exhibit A (the “City’s Property”), attached hereto and incorporated herein by reference. Grantee owns real property in Dakota County, Minnesota legally described on Exhibit B (the “Grantee’s Property”), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

City for and in consideration of One Dollar and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, for the benefit of Grantee and Grantee’s Property, the following:

A non-exclusive permanent easement for vehicular and pedestrian ingress and egress and driveway purposes to Angell Road and all such purposes ancillary thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described on Exhibit C and depicted on Exhibit D (“Permanent Easement Area”), attached hereto and incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

1. Grantee’s Rights and Obligations: The rights and obligations of Grantee include the following:
 - (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and

restoration relating to the purposes of the Permanent Easement; and

- (b) To maintain the Permanent Easement Area at its sole cost and expense in compliance with federal, state, and local laws and regulations; and
 - (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the driveway in and upon the Permanent Easement Area; and
 - (d) To maintain, repair and provide snow removal of the driveway within the Permanent Easement Area. Grantee shall be liable for any and all costs and expenses associated with maintaining and repairing the Permanent Easement Area. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Grantee's driveway.
2. City's Continuing Right to Permanent Easement Area. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the Permanent Easement Area.
 3. City's Limited Right to Use Permanent Easement Area. The City's right to use the Permanent Easement Area is generally subordinate to the Grantee's rights in the Permanent Easement Area. The Grantee understands that the City's Property is a public park and that the City, its agents and contractors will need access to the Permanent Easement Area for purposes of making improvements or conducting routine maintenance of any public park improvements, such as the installation and maintenance of trails or removal of invasive species. The Grantee further understands that while members of the public will not use the Permanent Easement Area for motorized access to the City's Property, members of the public may walk in the Permanent Easement Area while accessing or using City's Property. Grantee shall not obstruct, interfere with, or otherwise impede the public from walking in the Permanent Easement Area.
 4. Risk of Loss. Grantee understands and agrees that the Grantee's driveway within the Permanent Easement Area may be adversely affected by damage caused arising out of the City's use of the Permanent Easement Area. The parties agree that the City is not responsible for such events; the City shall have no liability to Grantee for such events. To the fullest extent permitted by law, Grantee hereby waives, releases, and forever discharges City, and City's officials, employees, agents, and contractors, from any and all claims, demands, damages, losses, or expenses of any kind, including but not limited to damage to Grantee's real or personal property, arising out of or related to the use, maintenance, repair, replacement, or operation of the Permanent Easement Area by City, except to the extent caused by the willful misconduct or gross negligence of City.
 5. Indemnification. The Grantee shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties

and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to City's use of City's Property or incidental use in the Permanent Easement Area by the City, its guests, agents, contractors, except to the extent caused by the willful misconduct or gross negligence of City.

6. 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 Grantee or its 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.
7. The City, for itself and its successors and assigns, does hereby warrant to and covenant with Grantee, its successors and assigns, that it is well seized in fee of the City's Property described on Exhibit A and the Permanent Easement Area described on Exhibit C and depicted on Exhibit D and has good right to grant and convey the Permanent Easement herein to Grantee.
8. Grantee, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Grantee's Property described on Exhibit B.
9. This Easement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.
10. This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Remainder of this page has been intentionally left blank]

IN TESTIMONY WHEREOF, the parties have caused this Easement to be executed as of the day and year first above written.

CITY:
CITY OF SUNFISH LAKE

By: _____
Daniel O’Leary
Mayor

By: _____
Christy Wilcox
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared Daniel O’Leary and Christy Wilcox to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of Sunfish Lake, the Minnesota municipal corporation named in the foregoing instrument, and that it was signed on behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

GRANTEE:

By: _____
Perico B. Arcedo Jr.

By: _____
Miguela C. Arcedo

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2026, by Perico B. Arcedo Jr. and Miguela C. Arcedo, husband and wife.

Notary Public

This instrument drafted by
And after recording, please return to:
Korine Land, #262432
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Dr., Suite 300
Eagan, MN 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF CITY'S PROPERTY

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

Lots 1 and 2 Sunfish Heights

PID: 38-73250-00-010

PID: 38-73250-00-020

Torrens Property

EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

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

That part of the South Half (S 1/2) of Section Thirty (30), Township Twenty-eight (28), Range Twenty-two (22), described as follows: Commencing (for the purpose of reaching the point of beginning) at a point on the east-west 1/4 line of said Section Thirty (30), said point being 825.0 feet west of the northeast corner of the Northwest Quarter (NW 1/4) Southeast Quarter (SE 1/4) of said Section Thirty (30); thence south at right angle to said east-west 1/4 line 290.3 feet more or less to the Southerly R/W line of State Trunk Highway No. 110, said line having an assumed bearing of South, to the point of beginning of the property to be described; thence S. 0° 05' 26" W., 880.13 feet; thence N. 89° 54' 34" W., 200.0 feet; thence N. 4° 36' 51" W., 762.86 feet; thence N. 58° 49' 14" E., 250 feet more or less to the southerly R/W line of State Trunk Highway No. 11 O; thence southeasterly along said R/W line to the beginning, according to the Government Survey thereof, Dakota County, Minnesota.

PID: 38-03000-82-022

Abstract Property

EXHIBIT C
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A Permanent Easement for driveway purposes located within the City of Sunfish Lake, Dakota County, Minnesota, legally described as follows:

All that part of Lot 1, Sunfish Heights, lying within 25 feet of the Southerly boundary line thereof and over all that part of Lot 2, Sunfish Heights, lying within 25 feet of the Northerly boundary line of said Lot 2 and said Northerly boundary line projected Easterly.

PID: 38-73250-00-010

PID: 38-73250-00-020

Torrens Property

Certificate No. 36841

EXHIBIT D
DEPICTION OF PERMANENT EASEMENT AREA

