

CITY OF LAKE ELMO  
WASHINGTON COUNTY, MINNESOTA

RESOLUTION 2000-17

JOINT USE AND MAINTENANCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF OAKDALE  
AND  
THE CITY OF LAKE ELMO

This Agreement made and entered into this 2<sup>nd</sup> day of May 2000, by and between the City of Oakdale, a municipal corporation organized under the laws of the State of Minnesota (Oakdale), and the City of Lake Elmo, a municipal corporation organized under the laws of the State of Minnesota (Lake Elmo), relating to the construction, use and maintenance of Helmo Avenue.

WITNESSETH:

WHEREAS, the Cities of Oakdale and Lake Elmo desire to cooperate in the construction, use and maintenance of the extension of Helmo Avenue from approximately 26<sup>th</sup> Street North to Stillwater Boulevard (the Project), and

WHEREAS, the City of Oakdale did approve the construction of the Project by resolution at its meeting of February 23, 2000; and

WHEREAS, the City of Lake Elmo did approve the construction of the Project and use of right-of-way by resolution at its meeting of December 21, 1999; and

WHEREAS, the parties agree a portion of the Project will be constructed on right-of-way within the City of Lake Elmo, and

WHEREAS, the parties agree to enter into this understanding relating to the construction, use and maintenance of that portion of Helmo described in the attached Exhibit A pursuant to Minnesota Statutes section 471.345.

NOW THEREFORE BE IT RESOLVED by and between the Cities of Oakdale and Lake Elmo

1. Term of Agreement. This Agreement shall be perpetual from the date of execution hereof.

2. The City of Lake Elmo consents to the construction, use and maintenance of that portion of the Helmo right-of-way located in the City of Lake Elmo described in the attached Exhibit A.
3. The City of Oakdale agrees to undertake all engineering, construction, inspection, and related activities to construct the Project consistent with the plans and specifications prepared by SEH Engineering dated February 22, 2000.
4. Oakdale agrees to pay for and properly maintain the Helmo extension in good order consistent with applicable policies and customary standards of operation.
5. Lake Elmo will not be obligated to pay any portion of the costs of traffic control devices related to the Helmo Avenue/Stillwater Boulevard intersection at any time during the term of this Agreement.
6. Prior to construction of any improvements within the Lake Elmo right-of-way, beyond those described in the Project above, the plans and specifications for such construction shall be approved by the engineers of both cities.
7. No advertising devices in any form or size shall be constructed or placed or permitted within Lake Elmo right-of-way.
8. Lake Elmo shall not grant or cause to be constructed any curb cuts within the Lake Elmo right-of-way.
9. Indemnification. The Cities shall hold each other harmless and indemnify each other and its employees from claims for damages due to bodily injury, death, property damage, sickness, disease, or other loss arising from any use contemplated by this Agreement.
10. Notification. All notices contemplated under this Agreement shall be as follows:

As to City of Oakdale:

City Engineer  
City of Oakdale  
1584 Hadley Avenue North  
Oakdale, MN 55128-5408

As to City of Lake Elmo:

City Engineer  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042-9629

Passed and approved by the City Council for the City of Oakdale and the City Council of the City of Lake Elmo.

CITY OF OAKDALE

By: \_\_\_\_\_  
Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Administrator

Date: \_\_\_\_\_

CITY OF LAKE ELMO

By: \_\_\_\_\_  
Its: Mayor

Date: May 2, 2000

By: Mary Higgins  
Its: City Administrator

Date: May 2, 2000

EXHIBIT A

Legal Description.

JOINT USE AND MAINTENANCE AGREEMENT  
BY AND BETWEEN  
THE CITY OF OAKDALE  
AND  
THE CITY OF LAKE ELMO

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WITNESSETH:

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WHEREAS, the City of Oakdale did approve the construction of the Project by resolution (motion?) at its meeting of February 23, 2000; and

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WHEREAS, the parties agree to enter into this understanding relating to the construction, use and maintenance of that portion of Helmo described in the attached Exhibit A pursuant to Minnesota Statutes section 471.345.

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As to City of Lake Elmo:

City Engineer  
City of Lake Elmo  
3800 Laverne Avenue North  
Lake Elmo, MN 55042-9629

Passed and approved by the City Council for the City of Oakdale and the City Council for the City of Lake Elmo.

CITY OF OAKDALE

By: *Cam Bond*

Its: Mayor

Date: 4/25/2000

By: *[Signature]*

Its: City Administrator

Date: 4/25/2000

CITY OF LAKE ELMO

By: \_\_\_\_\_

Its: Mayor

Date: 5-2-00

By: *Mary Kuegner*

Its: City Administrator

Date: 5-2-00

0570078.01

EXHIBIT A

Legal Description:



CP95-12?  
Easement

EXHIBIT A

GRANT OF PERMANENT EASEMENT

Royal Oaks Realty, Inc, a Minnesota corporation, (herein "Grantor") is the fee owner of the following described real estate situated in Washington County, Minnesota:

37437 Lots 9 and 10, Block 3, Lake Elmo Heights 3rd Addition, according to the recorded plat thereof, Washington County, Minnesota.

In consideration of the conditions required to the approval of the plat of Lake Elmo Heights 3rd Addition, Grantor hereby conveys to the City of Lake Elmo, a municipal corporation and political subdivision of the State of Minnesota (herein "City"), its successors and assigns, a permanent and exclusive easement for the construction, maintenance, operation, inspection and repair of public rights-of-way, utilities and storm water drainage and ponding areas; together with permanent and exclusive easements for ingress and egress at any and all times with all machinery, tools, equipment, vehicles and materials necessary for the aforesaid purposes, over, under and across the following described property:

Beginning at the Northwest corner of Lots 10, Block 3, Lake Elmo Heights 3rd Addition; thence North 81 degrees 05 minutes 01 seconds East, assumed bearing, along the Northerly line of said Lot 10 a distance of 40.35 feet; thence South 01 degrees 22 minutes 35 seconds East a distance of 300.00 feet; thence South 18 degrees 42 minutes 08 seconds West a distance of 116.51 feet to the West line of Lot 9, Block 3, Lake Elmo Heights 3rd Addition; thence North 01 degrees 22 minutes 35 seconds West along the West line of said Lots 9 and 10 for a distance of 404.13 feet to the point of beginning.

IN WITNESS WHEREOF, Grantor has hereunto set its hand the 13<sup>th</sup> day of June, 1995.

ROYAL OAKS REALTY, INC.

By: Marcel Eibensteiner  
Marcel Eibensteiner

Its: President

RETURN TO:

LAND TITLE, INC.

SUITE 100

1900 SILVER LAKE ROAD

NEW BRIGHTON, MN 55112

FILE # Mester - RM

ENTERED IN TRANSFER RECORD  
WASHINGTON COUNTY, MINNESOTA

June 28 1995

R. H. STAFFORD, AUDITOR-TREASURER

By: Kathleen O. Toole  
DEPUTY

*111*

OFFICE OF  
COUNTY RECORDER  
WASHINGTON COUNTY, OH  
RECORDED IN

JUN 28 3 51 PM '93

1045367  
CERT. 47634  
BOOK 152  
PAGE 72  
OF TITLES

Cert. 47635 Bk. 152 Pg. 73

19.50

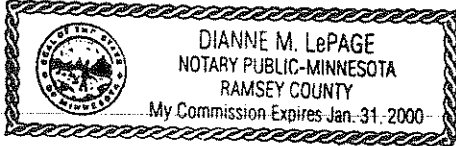
2.50

22.00

*of v title*

STATE OF MINNESOTA )  
COUNTY OF Ramsey ) ss.

On this 13<sup>th</sup> day of June, 1995, before me, a notary public within and for said county, personally appeared Marcel Eibensteiner, to me known to be the President of the above described corporation, and he executed the foregoing instrument and acknowledged that he executed the same by authority of and on behalf of Royal Oaks Realty, Inc.



Dianne M. LePage  
Notary Public

Instrument Drafted By:

Jerome P. Filla  
PETERSON, FRAM & BERGMAN, P.A.  
50 East Fifth Street, Suite 300  
St. Paul, MN 55101  
(612) 291-8955  
Attorney Reg. #29166

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