



STAFF REPORT

DATE: June 4, 2019

REGULAR

AGENDA ITEM: CSAH 19 and Hudson Boulevard Intersection Improvements – Approve Drainage and Utility Easement Agreement

SUBMITTED BY: Jack Griffin, City Engineer

REVIEWED BY: Kristina Handt, City Administrator
Sarah Sonalla, City Attorney
Chad Isakson, Project Engineer

ISSUE BEFORE COUNCIL: Should the City Council approve a drainage and utility easement agreement for the CSAH 19 and Hudson Boulevard Intersection Improvements?

BACKGROUND: On April 16, 2019 the City Council approved the plans and specifications for the CSAH-19 and Hudson Boulevard Intersection Improvements and authorized staff to advertise the Project for bids. Bids were received on May 14, 2019 and will be presented for council review and approval.

The improvements include the installation of a traffic light at CSAH-19 and Hudson Boulevard with dedicated left and right turn lanes constructed along each of the Hudson Boulevard approaches. The turn lane and geometric roadway improvements require the reconstruction of Hudson Boulevard from 1,000 feet west of Keats Avenue to 900 feet east of Keats Avenue. The improvements include the addition of storm sewer improvements and a stormwater infiltration basin. The scope of improvements remains consistent with the preliminary plans that were approved by the City Council on December 4, 2018.

PROPOSAL DETAILS/ANALYSIS: To facilitate the improvements the City must acquire approximately 1.5 acres of permanent drainage and utility easement and/or right-of-way, and about 0.6 acres of temporary construction easement to construct a storm water infiltration basin. The storm water facility is proposed in the northeast quadrant of the intersection, located on Parcel ID 3502921330001.

The City has successfully negotiated the acquisition of the required easements and has prepared the attached drainage and utility easement agreement to outline the agreement terms. Staff is requesting Council to approve the drainage and utility easement agreement to allow construction to proceed for the CSAH-19 and Hudson Boulevard Intersection Improvements.

Other acquisition needs are minor and include approximately 1,500 sf of permanent drainage and utility easement and/or right-of-way from MFC Properties, and roughly 11,000 sf of temporary construction easement from MFC Properties and the Ebertz property. City staff is currently in negotiations to acquire these easements.

FISCAL IMPACT: \$103,750. The easement acquisition cost is included in the estimated total project cost for the project as presented in the award of the Hudson Boulevard project agenda item.

RECOMMENDATION: Staff is recommending that the City Council approve the drainage and utility easement agreement with the property owner of Parcel ID 3502921330001. The recommended motion for this action is as follows:

***“Move to approve the drainage and utility easement agreement with the property owner of
Parcel ID 3502921330001.”***

ATTACHMENTS:

1. Drainage and Utility Easement Agreement.
2. Easement Exhibit.

DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made by Durow Family Lake Elmo Property, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Lake Elmo, Grantee (the “City”).

Recitals

- A. Grantor is the fee owner of the property located in Washington County Minnesota (the “Property”) which is legally described on Exhibit A attached hereto.
- B. Grantor desires to grant to the City an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a perpetual, non-exclusive drainage and utility easement over, under, and across the portion of the Property described on Exhibit B and depicted on Exhibit C attached hereto.
2. Scope of Easement. The perpetual, non-exclusive drainage and utility easement granted herein includes the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering, and repairing the utilities, drainage ways, and stormwater facilities in the described easement area.

The easement granted herein also includes the right to cut, trim, or remove from the easement area such improvements, trees, shrubs, or other vegetation, and to prohibit obstructions and grading alterations as in the City’s commercially reasonable judgment unreasonably interfere with the easement or the function of the facilities located therein. The City agrees to defend and indemnify the Grantor from and against any and all claims (including but not limited to

EXHIBIT A

Legal Description of the Property

Parcel 1:

The West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota. Excepting therefrom the North 1135 feet thereof and except the west 124 feet of the south 1500 feet of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 35, Township 29 North, Range 21 West, excepting the south 75 feet thereof, also a triangular parcel of land lying easterly of and adjacent to the above described 124 foot strip, and northerly of and adjacent to the 75 foot right of way of Minnesota Truck Highway No. 12, said triangular parcel measuring 150 feet north and 150 feet east along said rights of way. Also except Parcels 5 and 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

Parcel 2:

The North 1,135 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota, except Parcel No. 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

EXHIBIT B

Legal Description of the Easement Area

That part of the West Half of the Southwest Quarter of Section 35, Township 29 North, Range 21 West, Washington County Minnesota, less parcels 1 & 2, described as follows:

Commencing at Right of Way Boundary Corner B301 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence South 89 degrees 56 minutes 46 seconds East, along the boundary of said plat, 137.89 feet to the east line of Washington County Highway Right of Way Plat No. 48-19 B as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence North 00 degrees 03 minutes 25 seconds East, along said east line a distance of 10.02 to the point of beginning; thence North 89 degrees 40 minutes 33 seconds East, a distance of 24.85 feet; thence easterly for 140.64 feet on a tangential curve, concave to the south, having a radius of 569.61 feet and a delta angle of 14 degrees 08 minutes 49 seconds; thence southeasterly for 25.00 feet on a tangential curve, concave to the southwest, having a radius of 113.00 feet, a delta angle of 12 degrees 40 minutes 50 seconds; thence southeasterly for 36.40 feet along a tangential curve, concave to the southwest, having a radius of 554.89 feet, and a delta angle of 03 degrees 45 minutes 30 seconds to the plat boundary of said Minnesota Department of Transportation Right of Way Plat No. 82-44; thence southeasterly along said plat boundary for 150.97 feet on a non-tangential curve, concave to the southwest, having a radius of 548.22 feet, a delta angle of 15 degrees 46 minutes 42 seconds and a chord that bears South 62 degrees 23 minutes 49 seconds East; thence North 35 degrees 29 minutes 32 seconds East, a distance of 182.00 feet; thence northwesterly for 140.63 feet on a non-tangential curve concave to the southwest, having a radius of 730.22 feet, a delta angle of 08 degrees 12 minutes 36 seconds and a chord that bears 58 degrees 36 minutes 46 seconds West; thence South 27 degrees 16 minutes 57 seconds West, a distance of 20.00 feet; thence northwesterly for 254.02 feet on a non-tangential curve, concave to the southwest, having a radius of 710.22 feet, a delta angle of 20 degrees 29 minutes 34 seconds and a chord that bears North 72 degrees 57 minutes 50 seconds West; thence South 06 degrees 47 minutes 23 seconds West, a distance of 37.00 feet; thence westerly for 79.15 along a non-tangential curve concave to the south, having a radius of 673.22 feet, a delta angle of 06 degrees 44 minutes 09 seconds and a chord that bears North 86 degrees 34 minutes 42 seconds West; thence North 89 degrees 56 minutes 46 seconds West, a distance of 35.20 feet to said east line of Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 114.92 feet to the point of beginning.

Containing 64,588 square feet, more or less

Depiction of the Easement Area



RIGHT-OF-WAY EASEMENT

THIS INSTRUMENT is made by Durow Family Lake Elmo Property, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Lake Elmo, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

- A. Grantor is the fee owner of property in Washington County, Minnesota, legally described on the attached Exhibit A (the “Property”).
- B. Grantor desires to grant to the City a non-exclusive permanent right-of-way easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is hereby acknowledged by Grantor, Grantor grants and conveys to the City a permanent, non-exclusive easement for public right-of-way purposes over, under, across, and through that part of the Property legally described on Exhibit B and shown on the map attached as Exhibit C (the “Easement Area”).
2. Scope of Easement. The above-described right-of-way easement includes the rights of the City, its contractors, agents, and employees to do whatever commercially reasonable and necessary for enjoyment of the rights granted herein to use the Easement Area for a public road, drainage and utility and related purposes including the right to enter the Easement Area for purposes of constructing, operating, maintaining, altering, grading, repairing, replacing, or removing a road, sanitary sewer, storm sewer, watermain or other public improvements, including but not limited to, the right itself, or to allow public or private utility companies, to place, maintain, improve, repair, replace, and remove utilities and related facilities within the Easement Area, and the rights to cut, trim, or remove trees, shrubs, or other vegetation existing within the Easement Area, and to prohibit obstructions and grading alterations now or in the

3. Environmental Matters. 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 Easement Area or the Property prior to the date of this instrument.

STATE DEED TAX DUE HEREON: NONE

DUROW FAMILY LAKE ELMO PROPERTY, LLC

Its:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, the _____ of Durow Family Lake Elmo Property, LLC, a Minnesota limited liability company, on behalf of the company, Grantor.

NOTARY STAMP OR SEAL

EXHIBIT A

Legal Description of the Property

Parcel 1:

The West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota. Excepting therefrom the North 1135 feet thereof and except the west 124 feet of the south 1500 feet of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 35, Township 29 North, Range 21 West, excepting the south 75 feet thereof, also a triangular parcel of land lying easterly of and adjacent to the above described 124 foot strip, and northerly of and adjacent to the 75 foot right of way of Minnesota Truck Highway No. 12, said triangular parcel measuring 150 feet north and 150 feet east along said rights of way. Also except Parcels 5 and 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

Parcel 2:

The North 1,135 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota, except Parcel No. 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

EXHIBIT B

Legal Description of the Easement Area

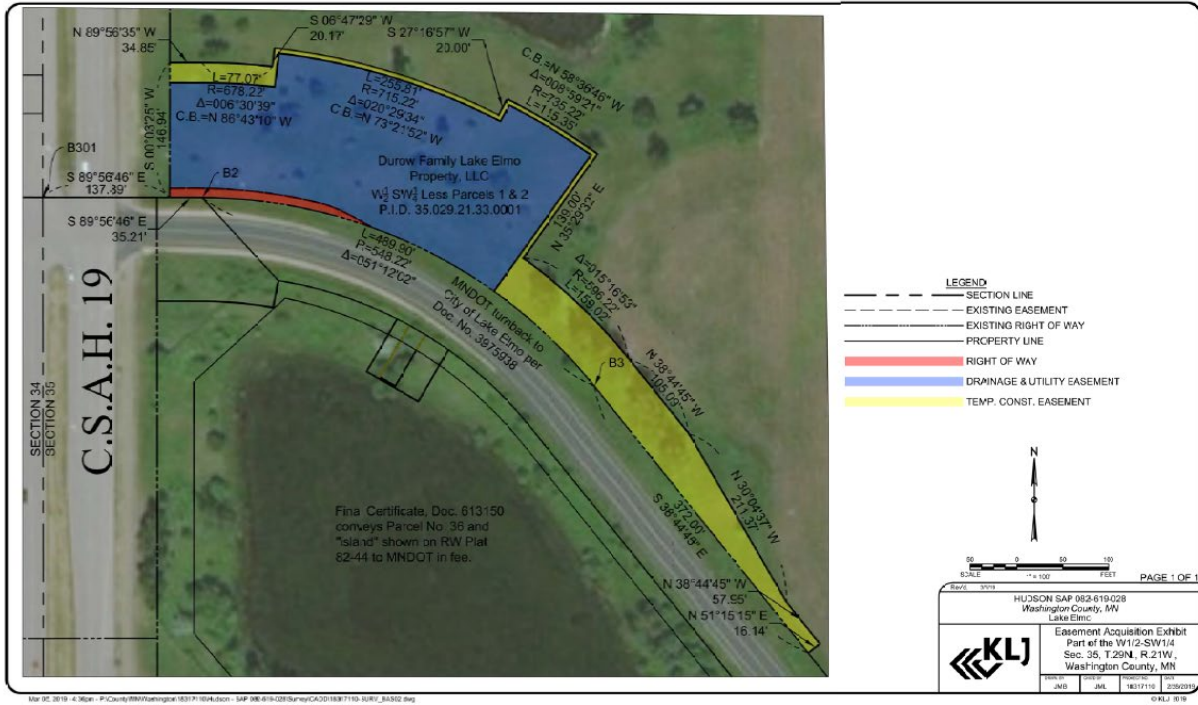
That part of the West Half of the Southwest Quarter of Section 35, Township 29 North, Range 21 West, Washington County Minnesota, less parcels 1 & 2, described as follows:

Commencing at Right of Way Boundary Corner B301 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence South 89 degrees 56 minutes 46 seconds East, along the boundary of said plat, 137.89 feet to the east line of Washington County Highway Right of Way Plat No. 48-19 B as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota and to the point of beginning; thence continuing South 89 degrees 56 minutes 46 seconds East, a distance of 35.21 feet to Right of way Boundary Corner B2 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44; thence southeasterly along said plat boundary for 188.11 feet on a tangential curve, concave to the southwest, having a radius of 548.22 feet and a delta angle of 19 degrees 39 minutes 37 seconds; thence northwesterly for 36.40 feet on a non-tangential curve, concave to the southwest, having a radius of 554.89 feet and a delta angle of 03 degrees 45 minutes 30 seconds and a chord that bears North 61 degrees 37 minutes 02 seconds West; thence northwesterly for 25.00 feet along a tangential curve concave to the southwest, having a radius of 113.00 feet, a delta angle of 12 degrees 40 minutes 50 seconds; thence westerly for 140.64 feet along a tangential curve, concave to the south, having a radius of 569.61 feet, a delta angle of 14 degrees 08 minutes 49 seconds, thence South 89 degrees 40 minutes 33 seconds West, a distance of 24.85 feet to said east line of Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 10.08 feet to the point of beginning.

Containing 1916 square feet, more or less

EXHIBIT C

Depiction of the Easement Area



TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by Durow Family Lake Elmo Property, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Lake Elmo, Grantee (the "City").

Recitals

- A. Grantor is the fee owner of the following described property in Washington County, Minnesota:

Parcel 1:

The West ½ of the SW ¼ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota. Excepting therefrom the North 1135 feet thereof and except the west 124 feet of the south 1500 feet of the W ½ of the SW ¼, Section 35, Township 29 North, Range 21 West, excepting the south 75 feet thereof, also a triangular parcel of land lying easterly of and adjacent to the above described 124 foot strip, and northerly of and adjacent to the 75 foot right of way of Minnesota Truck Highway No. 12, said triangular parcel measuring 150 feet north and 150 feet east along said rights of way. Also except Parcels 5 and 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

Parcel 2:

The North 1,135 feet of the NW ¼ of the SW ¼ of Section 35, Township 29 North, Range 21 West, Washington County, Minnesota, except Parcel No. 6, Washington County Highway Right of Way Plat No. 48-19B.

Abstract Property.

(the "Property").

- B. Grantor is willing to grant to the City a temporary construction easement, according to the terms and conditions contained herein.

Terms of Temporary Construction Easement

1. Grant of Temporary Construction Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City the following temporary construction easement which is legally described on Exhibit A and depicted on Exhibit B attached hereto (the “Easement Area”).

2. Scope of Easement. The above-described easement includes the rights of the City, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purposes of constructing roadway, grading, and drainage and utility improvements on the Property (the “Work”).

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, improvements, or vegetation within the Easement Area that in the City’s judgment unreasonably interferes with the Work. The City will restore the vegetation and landscaping that is within the Easement Area to the condition that it was in prior to the Work being performed. Restoration will be completed no later than expiration date of this easement.

Grantor will not erect, construct, or create any building, improvement, obstruction or structure of any kind within the Easement Area during the term of this easement, either above or below the surface or change the grade thereof without the express written permission of the City.

3. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on Grantor and its successors and assigns.

4. Environmental Matters. 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 that may have existed on, or that relate to, the Easement Area or the Property prior to the date of this instrument.

5. Term. The easement granted herein shall expire and be of no further force or effect on **July 1, 2020**.

6. Indemnification. The City agrees to defend and indemnify the Grantor from and against any and all claims (including, but not limited to, attorneys’ fees and costs) arising from or relating to the Work and the City’s use, operation, control and/or maintenance of the Easement Area and the rights hereunder.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2019.

GRANTOR

DUROW FAMILY LAKE ELMO
PROPERTY, LLC

By: _____

Its: _____

STATE OF MINNESOTA }

SS.

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of Durow Family Lake Elmo Property, LLC, a Minnesota limited liability company, Grantor on behalf of the company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (SJS)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Easement Area

A temporary construction easement for roadway, grading, drainage and utility purposes in the West Half of the Southwest Quarter of Section 35, Township 29 North, Range 21 West, Washington County Minnesota, less parcels 1 & 2, said easement described as follows:

Commencing at Right of Way Boundary Corner B301 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence South 89 degrees 56 minutes 46 seconds East, along the boundary of said plat, 137.89 feet to the east line of Washington County Highway Right of Way Plat No. 48-19 B as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota and to the point of beginning; thence continuing South 89 degrees 56 minutes 46 seconds East, a distance of 35.21 feet to Right of way Boundary Corner B2 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44; thence southeasterly along said plat boundary for 489.90 feet on a tangential curve, concave to the southwest, having a radius of 548.22 feet and a delta angle of 51 degrees 12 minutes 02 seconds to Right of way Boundary Corner B3 of said plat; thence continuing along said plat boundary South 38 degrees 44 minutes 45 seconds East, a distance of 372.00 feet; thence North 51 degrees 15 minutes 15 seconds East, a distance of 16.14 feet; thence North 38 degrees 44 minutes 45 seconds West, a distance of 57.95 feet; thence North 30 degrees 04 minutes 37 seconds West, a distance of 211.37 feet; thence North 38 degrees 44 minutes 45 seconds West, a distance of 105.09 feet; thence northwesterly for 159.02 feet on a tangential curve, concave to the southwest, having a radius of 596.22 feet and a delta angle of 15 degrees 16 minutes 53 seconds; thence North 35 degrees 29 minutes 32 seconds East, a distance of 139.00 feet; thence northwesterly for 115.35 feet along a non-tangential curve concave to the southwest, having a radius of 735.22 feet, a delta angle of 08 degrees 59 minutes 21 seconds and a chord that bears North 58 degrees 36 minutes 46 seconds West; thence South 27 degrees 16 minutes 57 seconds West, a distance of 20.00 feet; thence northwesterly for 255.81 feet along a non-tangential curve, concave to the southwest, having a radius of 715.22 feet, a delta angle of 20 degrees 29 minutes 34 seconds and a chord that bears North 73 degrees 21 minutes 52 seconds West, thence South 06 degrees 47 minutes 29 seconds West, a distance of 20.17 feet; thence westerly for 77.07 feet on a non-tangential curve, concave to the south, having a radius of 678.22 feet, a delta angle of 06 degrees 30 minutes 39 seconds and a chord that bears North 86 degrees 43 minutes 10 seconds West; thence North 89 degrees 56 minutes 35 seconds West, a distance of 34.85 feet to said east line of Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 146.94 feet to the point of beginning.

Except that part described as follows:

Commencing at Right of Way Boundary Corner B301 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence South 89 degrees 56 minutes 46 seconds East, along the boundary of said plat, 137.89 feet to the east line of Washington County Highway Right of Way Plat No. 48-19 B as the same is on file and of record

in the office of the County Recorder in and for Washington County, Minnesota and to the point of beginning; thence continuing South 89 degrees 56 minutes 46 seconds East, a distance of 35.21 feet to Right of way Boundary Corner B2 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44; thence southeasterly along said plat boundary for 188.11 feet on a tangential curve, concave to the southwest, having a radius of 548.22 feet and a delta angle of 19 degrees 39 minutes 37 seconds; thence northwesterly for 36.40 feet on a non-tangential curve, concave to the southwest, having a radius of 554.89 feet and a delta angle of 03 degrees 45 minutes 30 seconds and a chord that bears North 61 degrees 37 minutes 02 seconds West; thence northwesterly for 25.00 feet along a tangential curve concave to the southwest, having a radius of 113.00 feet, a delta angle of 12 degrees 40 minutes 50 seconds; thence westerly for 140.64 feet along a tangential curve, concave to the south, having a radius of 569.61 feet, a delta angle of 14 degrees 08 minutes 49 seconds, thence South 89 degrees 40 minutes 33 seconds West, a distance of 24.85 feet to said east line of Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 10.08 feet to the point of beginning.

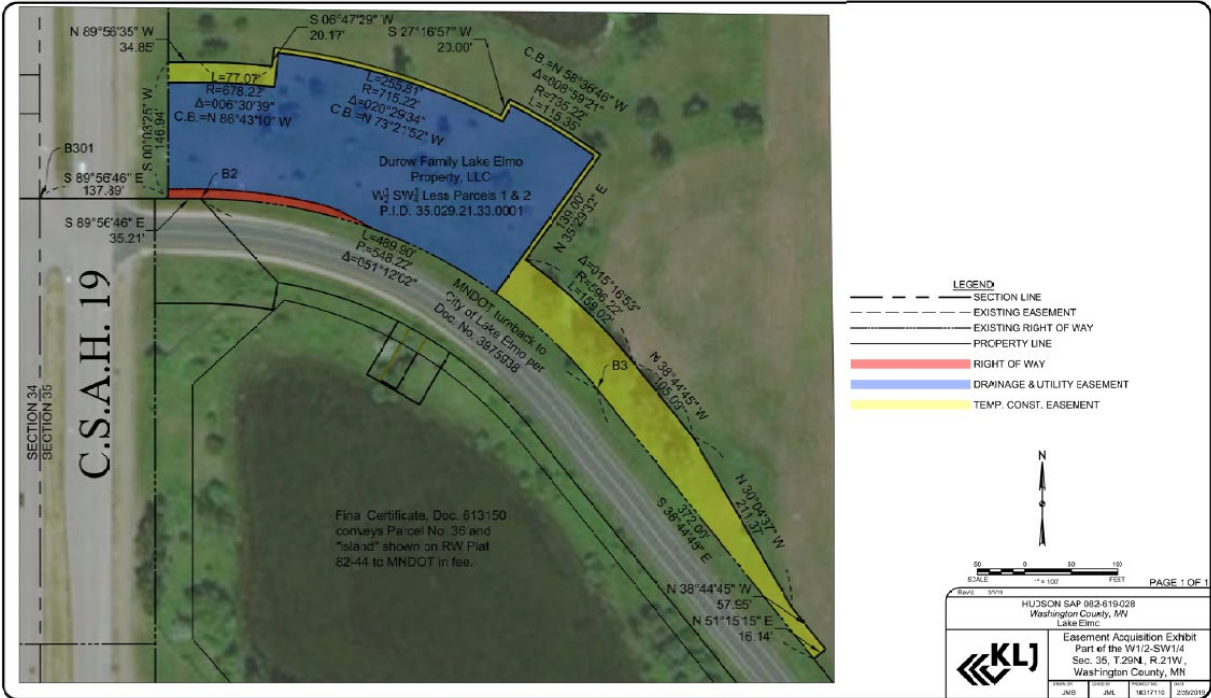
AND Except that part described as follows:

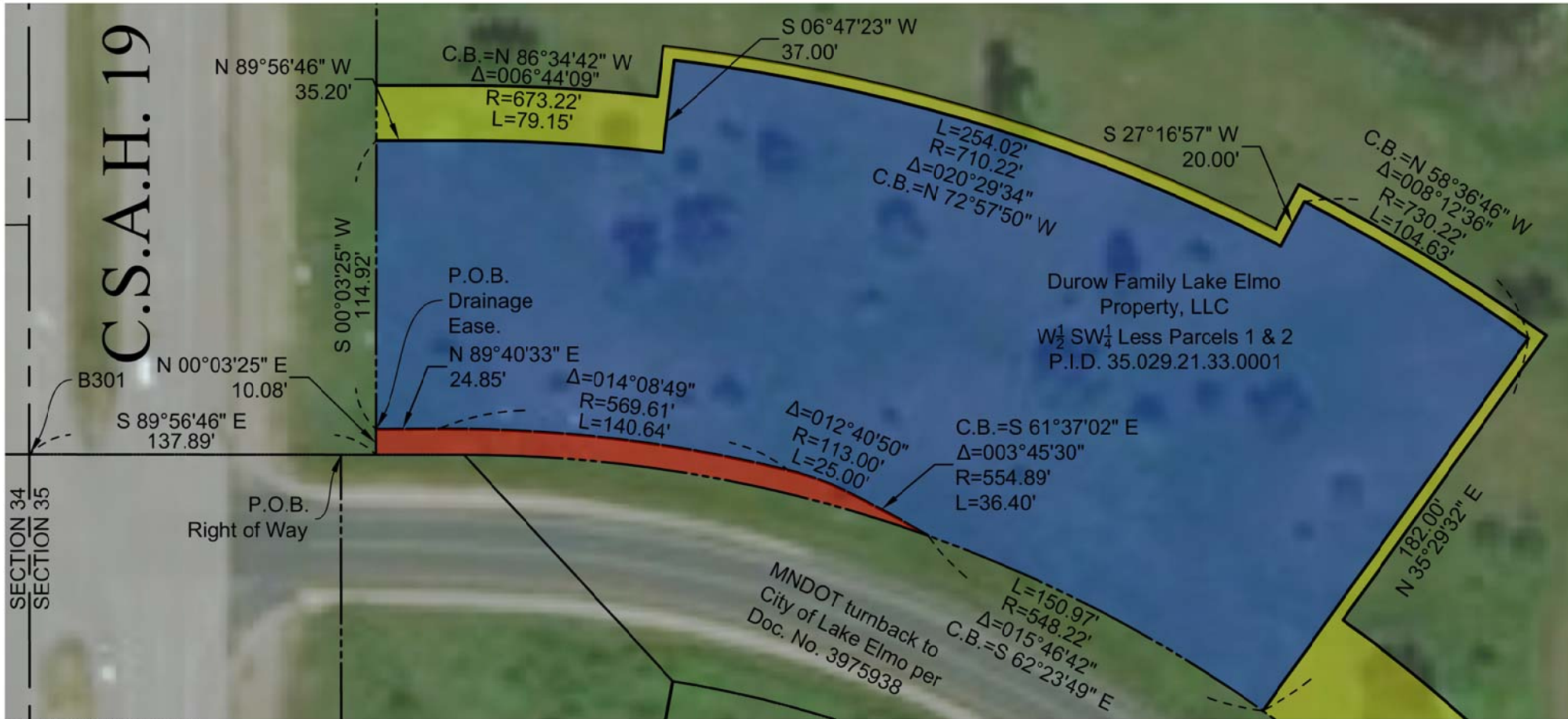
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Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 114.92 feet to the point of beginning.
Containing 25,465 square feet, more or less

EXHIBIT B TO
TEMPORARY CONSTRUCTION EASEMENT

Depiction of the Easement Area





Drainage & Utility Easement

A perpetual easement for drainage and utility purposes, over, under and across part of the West Half of the Southwest Quarter of Section 35, Township 29 North, Range 21 West, Washington County Minnesota, less parcels 1 & 2, described as follows:

Commencing at Right of Way Boundary Corner B301 as shown on Minnesota Department of Transportation Right of Way Plat No. 82-44 as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence South 89 degrees 56 minutes 46 seconds East, along the boundary of said plat, 137.89 feet to the east line of Washington County Highway Right of Way Plat No. 48-19 B as the same is on file and of record in the office of the County Recorder in and for Washington County, Minnesota; thence North 00 degrees 03 minutes 25 seconds East, along said east line a distance of 10.02 to the point of beginning; thence North 89 degrees 40 minutes 33 seconds East, a distance of 24.85 feet; thence easterly for 140.64 feet on a tangential curve, concave to the south, having a radius of 569.61 feet and a delta angle of 14 degrees 08 minutes 49 seconds; thence southeasterly for 25.00 feet on a tangential curve, concave to the southwest, having a radius of 113.00 feet, a delta angle of 12 degrees 40 minutes 50 seconds; thence southeasterly for 36.40 feet along a tangential curve, concave to the southwest, having a radius of 554.89 feet, and a delta angle of 03 degrees 45 minutes 30 seconds to the plat boundary of said Minnesota Department of Transportation Right of Way Plat No. 82-44; thence southeasterly along said plat boundary for 150.97 feet on a non-tangential curve, concave to the southwest, having a radius of 548.22 feet, a delta angle of 15 degrees 46 minutes 42 seconds and a chord that bears South 62 degrees 23 minutes 49 seconds East; thence North 35 degrees 29 minutes 32 seconds East, a distance of 182.00 feet; thence northwesterly for 140.63 feet on a non-tangential curve concave to the southwest, having a radius of 730.22 feet, a delta angle of 08 degrees 12 minutes 36 seconds and a chord that bears 58 degrees 36 minutes 46 seconds West; thence South 27 degrees 16 minutes 57 seconds West, a distance of 20.00 feet; thence westerly for 79.15 feet along a non-tangential curve concave to the south, having a radius of 673.22 feet, a delta angle of 06 degrees 44 minutes 09 seconds and a chord that bears North 86 degrees 34 minutes 42 seconds West; thence North 89 degrees 56 minutes 46 seconds West, a distance of 35.20 feet to said east line of Washington County Highway Right of Way Plat No. 48-19 B; thence South 00 degrees 03 minutes 25 seconds West, along said east line, a distance of 114.92 feet to the point of beginning.

Containing 64,588 square feet, more or less

- SECTION LINE
- EXISTING EASEMENT
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- RIGHT OF WAY
- DRAINAGE & UTILITY EASEMENT
- TEMP. CONST. EASEMENT

Rev'd.			
HUDSON SAP 082-619-028 Washington County, MN Lake Elmo			
		Easement Acquisition Exhibit Part of the W1/2-SW1/4 Sec. 35, T.29N., R.21W., Washington County, MN	
		DRAWN BY JMB	DATE 2/28/2019