

**AGENDA
CITY COUNCIL
WORK SESSION
CITY OF EAST GRAND FORKS
JUNE 9, 2009
5:00 PM**

CALL TO ORDER

CALL OF ROLL

DETERMINATION OF A QUORUM

1. "The Waffle Plan" – EERC – Bethany Kurz
2. Legislative Update – JD Burton, Coalition of Greater Minnesota Cities
3. "2009 City Project No. 1 – Curb, Gutter, & Paving" – Greg Boppre
4. 17th Avenue SE Project – Purchase Agreement – Ron Galstad
5. Temporary Levee Easement Use – John Wachter
6. Commercial Landscaping Rates for Yardsite – John Wachter

ADJOURN

Upcoming Meetings:

Regular Meeting - June 16, 2009 – 5:00 PM – Council Chambers

Work Session – June 23, 2009 – 5:00 PM – Training Room

Work Session – June 30, 2009 – 5:00 PM – Training Room

Regular Meeting – July 7, 2009 – 5:00 PM – Council Chambers

Work Session – July 14, 2009 – 5:00 PM – Training Room



Request for Council Action

Date: May 22, 2009

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: Greg Boppre, P.E.

RE: 2009 City Project No.1 – Curb, Gutter and Paving

Background:

The City of East Grand Forks is preparing to bid the project on 23rd street nw, however we need encroachment agreements from existing utility companies to work within their easements. Therefore, please find attached the encroachment agreements for Viking Gas and Minnkota.

Recommendation:

Approve for signatures

Enclosures:

Viking Gas encroachment agreement
Minnkota encroachment agreement

This instrument drafted by and
to be returned to:
ONEOK Real Estate Services
Viking Gas Transmission Company
3140 Neil Armstrong Blvd. Ste 208
Eagan, MN 55121

ENCROACHMENT AGREEMENT

This Encroachment Agreement ("Agreement") made and entered into this _____ day of _____, 2009, by and between **VIKING GAS TRANSMISSION COMPANY**, (hereinafter referred to as "Company"), with principal offices at 3140 Neil Armstrong Blvd, Suite 208, Eagan, MN 55121, and **CITY OF EAST GRAND FORKS, MINNESOTA**, (hereinafter referred to as "Owners" whether one or more).

WITNESSETH THAT:

WHEREAS, Company is the holder of an easement granted by Final Decree of Condemnation in re Midwestern Gas Transmission Company (MGT), vs. Oscar H. Bakke, et ux, Case No. 22066, filed of record on May 17th 1961 in Book of Deeds 339 on page 57 in the Office of Register of Deeds for Polk County, Minnesota; covering the following described premises in Polk County, Minnesota:

The Southeast (SE ¼) of Section 26, Township 152 North, Range 50 West

(herein referred to as the "Easement"); which Easement was subsequently assigned by MGT to Company by assignment dated September 24, 1992, filed for record on December 21, 1992 in Book 206 of Miscellaneous at Page 267 as Document 528827 in the Office of Register of Deeds for Polk County, Minnesota

WHEREAS, pursuant to the authority contained in said Easement, Company has constructed and currently operates and maintains a 6" and 8" inch pipeline, (hereinafter referred to as the "Pipeline Facilities"), across and through the Easement Area; and

WHEREAS, Owners are the present owners of the following described real property, with Pipeline Facilities situated upon a part of the following described land in East Grand Forks, Minnesota (hereinafter referred to as the "Owned Premises"):

The West Half (W ½) of Southeast (SE ¼) of Section 26, Township 152 North,
Range 50 West of the Fifth Principal Meridian

(hereinafter referred to as the "Owned Premises"), with Pipeline Facilities situated thereon: and

WHEREAS, East Grand Forks plans to construct a 36" and 30" storm sewer pipe along with installation of an 8'x 4' box culvert, and drainage ditch. (collectively referred to as the

"Encroachment") upon and within a portion of the confines of Company's fifty foot (50') right of way as described in the Easement (herein referred to as "Easement Area")

WHEREAS, East Grand Forks has been advised by Company that Company is a natural gas transmission company; that Company operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, East Grand Forks has requested permission from Company to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Pipeline Facilities; and

WHEREAS, Company is willing to grant such permission upon the terms and conditions set forth as follows.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Company hereby grants permission to Owners to maintain, operate and use upon the Owned Premises and in close proximity to the Pipeline Facilities, the Encroachment, subject to the following conditions:

A. That East Grand Forks assume all risks for damages, injuries, or loss to either property or persons, which may be incurred by Owners or its respective agents, contractors, invitees, or licensees present on or in the vicinity of the Easement Area and in any way associated with the Encroachment.

B. That the permission granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area of the Pipeline Facilities. East Grand Forks shall not alter the grade or permit such alteration anywhere on the land upon which Company has reserved its easement rights, without the prior express written consent of Company.

C. That East Grand Forks shall at all times conduct all its activities on the Easement Area in such a manner as not to interfere with or impede the operation of Company's Pipeline Facilities and activities in any manner whatsoever.

D. That East Grand Forks shall not plant any trees or shrubs, impound water or construct or permit to be constructed any building or structure (except the Encroachment) within the confines of the Easement Area without the prior express written consent of Company.

E. East Grand Forks shall comply with, and shall cause all contractors or subcontractors working on the Encroachment to comply with, the following terms and conditions:

- (i) the water main and sewer pipe will be constructed with a minimum of two (2) feet of vertical clearance between the top of the Viking Gas Transmission pipeline and the lower of the sewer pipe or the water main as the sewer pipe and the water main cross over the Viking Gas Transmission Company pipeline

- (ii) a Company representative must be present during any work on the Encroachment within the Easement Area,
- (iii) that part of the Encroachment that crosses over the Easement Area shall be constructed of either plastic ,PVC materials, and concrete
- (iv) any manholes shall be placed at least five (5) feet outside of the Easement Area, and
- (v) any work on the Encroachment with the Easement Area must have the prior written approval of Company for such work.

2. East Grand Forks agrees to indemnify, defend, protect, and hold harmless Company, its Operator (ONEOK Partners, L.P. partners, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (collectively the "Company Indemnified Parties") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost, or expense of whatever kind or nature, including but not limited to reasonable attorneys' fees, arising from or as a result of any incident, act, action, cause of action, negligence, transaction or omission of East Grand Forks, its employees, contractors or agents, in connection with, or incidental to the construction, operation, maintenance, or use of the Encroachment with and upon the Easement Area, or from the operation, maintenance, use or presence of Company's Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the negligence or its employees.

3. East Grand Forks agrees that protection of Company's Pipeline Facilities will be maintained at all times.

4. Should Company need to remove any of Owners' Encroachment within its Easement Area in order to construct, maintain, operate, repair, remove, or resize Company's existing or additional Pipeline Facilities, East Grand Forks or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by Company on its existing or additional Pipeline Facilities located on the Owned Premises shall be performed in a reasonable workmanlike manner and Company shall restore the surface and grade of the Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to Owners' Encroachment or any associated equipment and facilities that exist within the Easement Area, and in this regard, Owners hereby release Company, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. The Parties hereto understand that this Agreement in no way constitutes a waiver by Company of its rights to enjoy its Easement unencumbered by the construction of the Encroachment within Company's Easement Area.

6. It is expressly agreed to by and between the parties hereto that if East Grand Forks are in violation of any terms or conditions set forth in this Agreement, Company, at its option, may give notice to East Grand Forks specifying such default. East Grand Forks shall have thirty (30) days after its receipt of the notice to cure the default, and in the event the violation is not cured, Owner shall immediately remove any and all of the Encroachment which may be situated on the

Easement Area, or if East Grand Forks fails to remove any and all of the Encroachment, Company may, at its option remove the Encroachment at the expense of the Owner and without any liability whatsoever. It is further agreed that the failure by Company to exercise such option as to any violation shall not constitute a waiver of Company's future right to exercise such option as to the same or any future violation.

7. The provisions of the Easement, and all rights, powers, privileges, and duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

8. East Grand Forks agrees to indemnify, defend and hold the Company Indemnified Parties harmless from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises described herein, and (2) any incidents, acts, releases, negligence, transactions or omissions, or conditions on or affecting the Easement Area that would (i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement Area.

This Agreement and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties and the benefits of this Agreement shall run with the land.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

VIKING GAS TRANSMISSION
COMPANY

"EAST GRAND FORKS"
CITY OF EAST GRAND FORKS
MINNESOTA

By: _____
Michel E. Nelson

Title: Sr. V.P. -Natural Gas Pipeline Operations

By: _____

Print Name: _____

Title: MAYOR

By: _____

Print Name: _____

Title: City Clerk / Administrator

ACKNOWLEDGMENT

STATE OF OKLAHOMA)

)SS

COUNTY OF TULSA)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to be Michel E. Nelson, Senior Vice President-Natural Gas Pipeline Operations and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2009

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

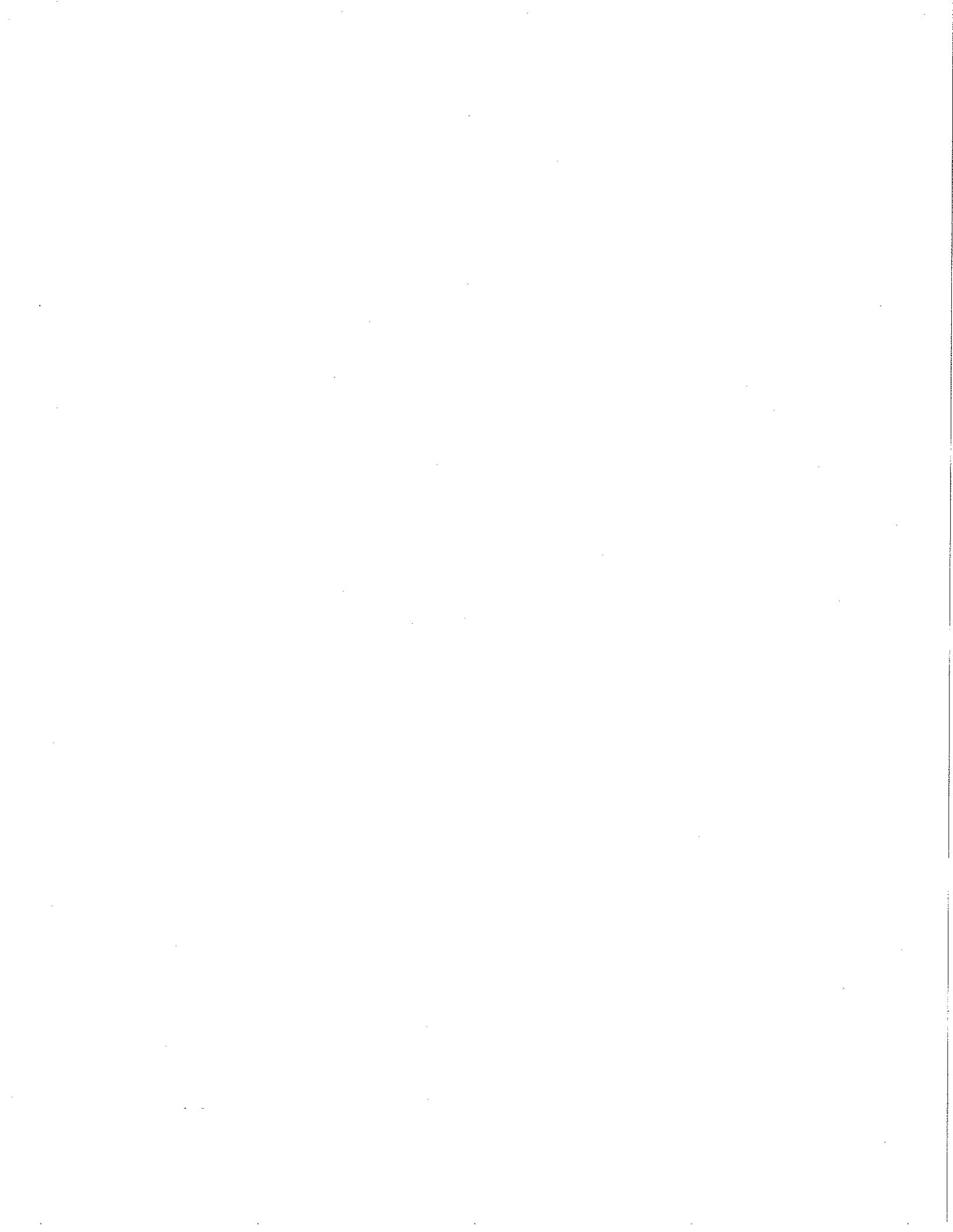
STATE OF)
)SS
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, personally known to
be the _____ of _____
and personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed and
delivered the said instrument, as his own free and voluntary act and as the free and voluntary act
of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2009.

Notary Public

My commission expires: _____



5/12/09

Mr. Greg Boppre, P.E.
Floan Sanders
East Grand Forks, MN
56721

Re: SAP 119 -121-001

Enclosed: Encroachment Agreement
Service Agreement (for pole move, guy reset, and structure hold)

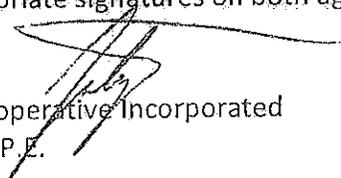
Mr. Boppre,
In response to your request for an encroachment agreement please find the appropriate document for signatures enclosed.

In the course of reviewing the construction plans that you had sent along with the request we have found several items that will need attention in conjunction with the proposed project. We have discussed the following items by phone and I have included the first three in the service agreement based on our discussion.

- 1) Pole #23 sits close to the east curb of the proposed 12th Avenue NW intersection with 23rd ST NW. The pole will be moved to the east to allow room for construction of the future urban road section.
- 2) Pole #32 is guyed and the guy will need to be protected during construction with a steel rod temporarily and reset upon project completion.
- 3) Pole #34 will need to be supported during construction while there is an open excavation next to the pole.
- 4) Option: a self supporting structure was proposed in place of the pole #32 if the guy needs to be removed for future improvements. If future construction will eliminate the guy you may want to change to a self supporting structure now.
- 5) Option: the driveway that is constructed around the pole in the last picture could be relocated if the pole were moved to the east.

Items 4 and 5 are not included in the estimate based on our phone discussion. Four photographs are included with this letter for clarification of the proposed service agreement.

Please obtain appropriate signatures on both agreements and return.
Sincerely,


Minnkota Power Cooperative Incorporated
John M. Thompson, P.E.

Minnkota Power Cooperative, Inc.
SERVICE AGREEMENT

This Agreement, made by and between the City of East Grand Forks, Minnesota, whose post office address is 600 Central Avenue, East Grand Forks, Minnesota 56721, hereinafter called the "Requesting Party," as First Party, and Minnkota Power Cooperative, Inc., whose post office address is Box 13200, Grand Forks, North Dakota 58208-3200, hereinafter called "Minnkota," as Second Party, witnesseth:

THAT WHEREAS, Minnkota owns certain facilities and structures, used in connection with its generation and transmission network;

AND WHEREAS, Requesting Party has requested of Minnkota that the following changes be made in connection with such facilities, to-wit:

Reference: East Grand Forks Project #SAP 119-121-001

Move existing pole #23 Line #500B, re-guy pole #32 of Line #500B, hold pole #34 of Line #500B, Grand Forks Substation to Grand Marais Switch along County Road 19 in Polk County in the North end of East Grand Forks, MN.

AND WHEREAS, Minnkota has heretofore furnished to Requesting Party an estimate of the costs of said work to be done, in the amount of \$10,150, it being understood that the estimate is not firm in its price, but is to be used only for reference purposes, and that Requesting Party will be obligated to pay to Minnkota the actual costs involved in performing such work;

NOW, THEREFORE, the Parties hereto do agree as follows, to-wit:

1. Minnkota personnel will do the work above set forth on behalf of the Requesting Party, pursuant to agreement by and between the Parties.
2. Requesting Party agrees to pay to Minnkota the actual costs of the work so performed and also the costs of obtaining the necessary right-of-way or easements, payments for such costs to be made to Minnkota after completion of the job and within 30 days after receipt of an invoice for the costs and expenses incurred.
3. Requesting Party acknowledges receipt of an estimate of the costs of work to be done, but understands that this is only an estimate, and that the actual costs involved in doing such work will be paid to Minnkota.

4. In the event that the Requesting Party should decide not to proceed with the requested changes which require the relocation or readjustment of Minnkota's facilities, then the Requesting Party may serve formal notice of cancellation upon Minnkota and this Agreement shall thereupon become null and void. However, the Requesting Party shall then reimburse Minnkota for any expense which it has incurred under the terms of this Agreement up to the time of the notice of cancellation.
5. Requesting Party shall have the right to audit the records of Minnkota to determine that the costs and charges made in doing the work are actual expenses of Minnkota.
6. In the performance of this agreement each party shall be liable for their own negligence.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

Requesting Party

Witness

Title

Date

Minnkota Power Cooperative, Inc.

Witness

Title

Date

Cost Estimate for Relocation of Utility Facilities

Grand Forks Substation to Grand Marais Switch 69 kV Line 500 B

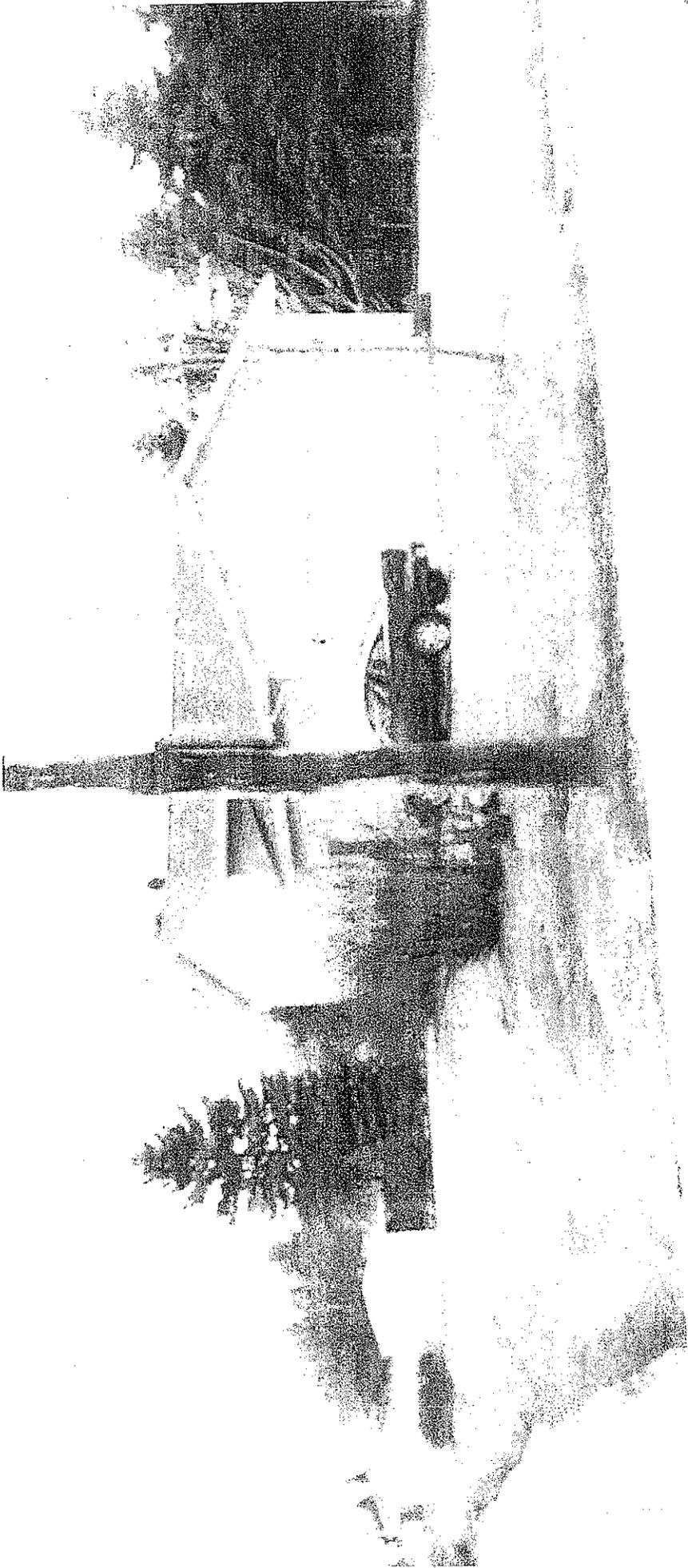
Description of Work:

At the request of Greg Boppre, Engineer from Floan Saunders representing the City of East Grand Forks, Minnkota Power has proffered an agreement with this estimate to move the existing pole #23, guy wire on pole #32, and hold pole #34 during construction near the present locations for a storm water, grading and paving project #SAP 119-121-001. The line is located in the north end of East Grand Forks, MN. The City is in the process of reconstructing County Road #19 23rd St NW and will be filling the ditch and installing storm sewer.

Estimated Cost

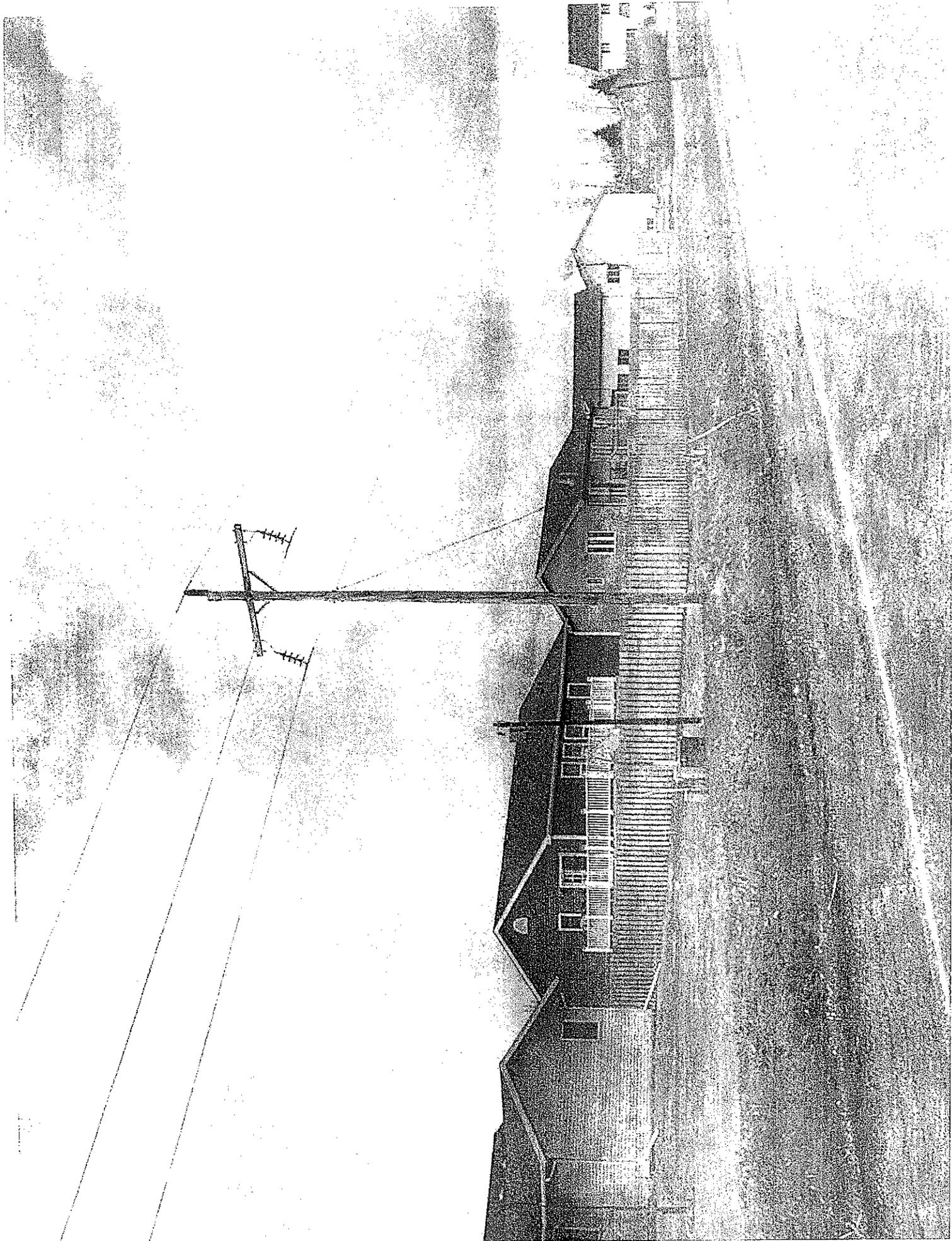
Engineer	\$460
Right of Way Agent	\$460
Per Diem and Mileage for Above	\$115
Engineering Survey and Staking	\$230
New Right of Way	\$0
Tree Clearing	\$0
Labor Construction Cost	\$5,134
Expenses of Construction Employees	\$0
New Material Cost	\$1,967
Material Handling	\$255
Equipment and Transportation Costs	\$1,530
GRAND TOTAL	\$10,150

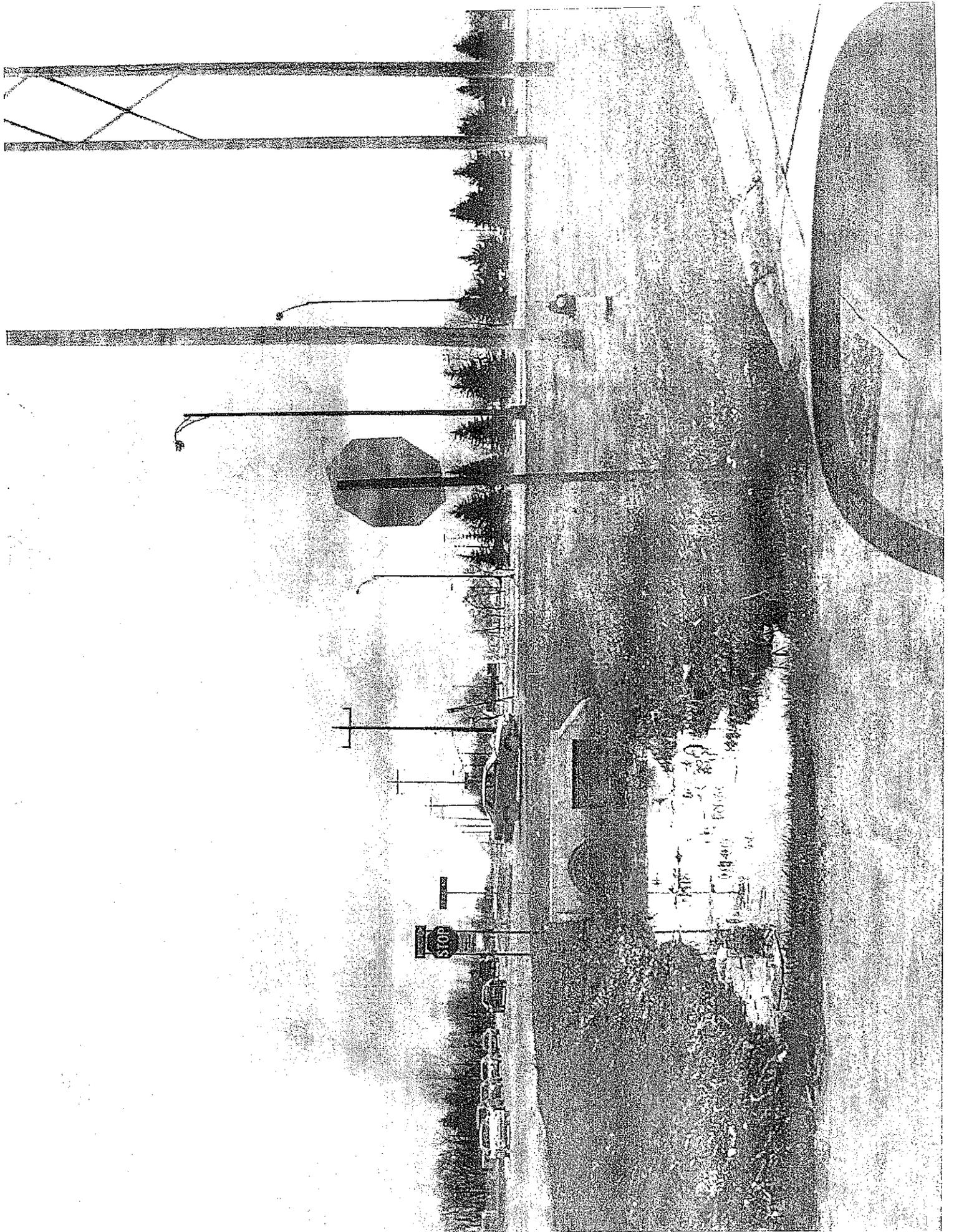
By: *Minnkota Power Cooperative, Inc.*
P.O. Box 13200
Grand Forks, ND 58208-3200
Attn: J Thompson

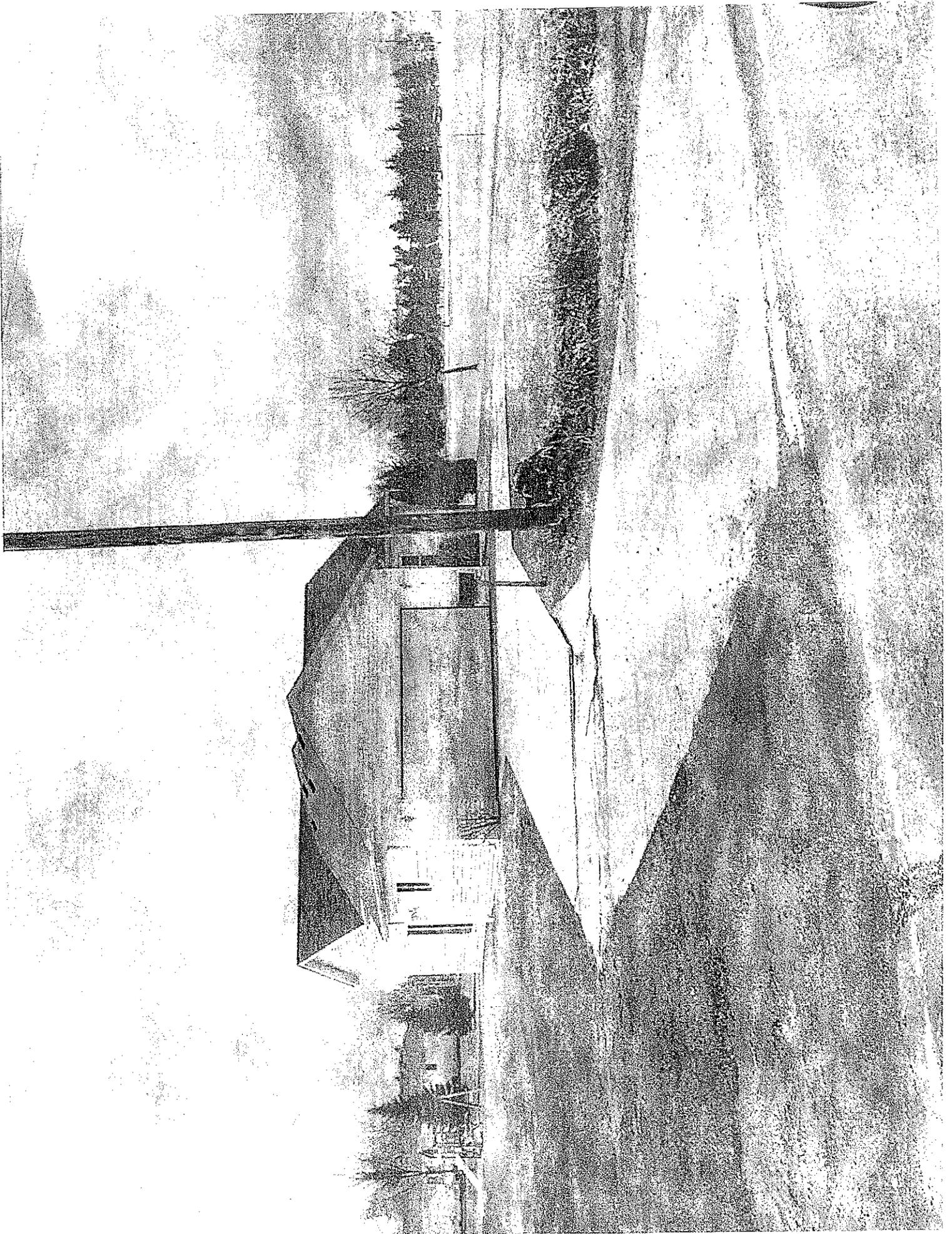


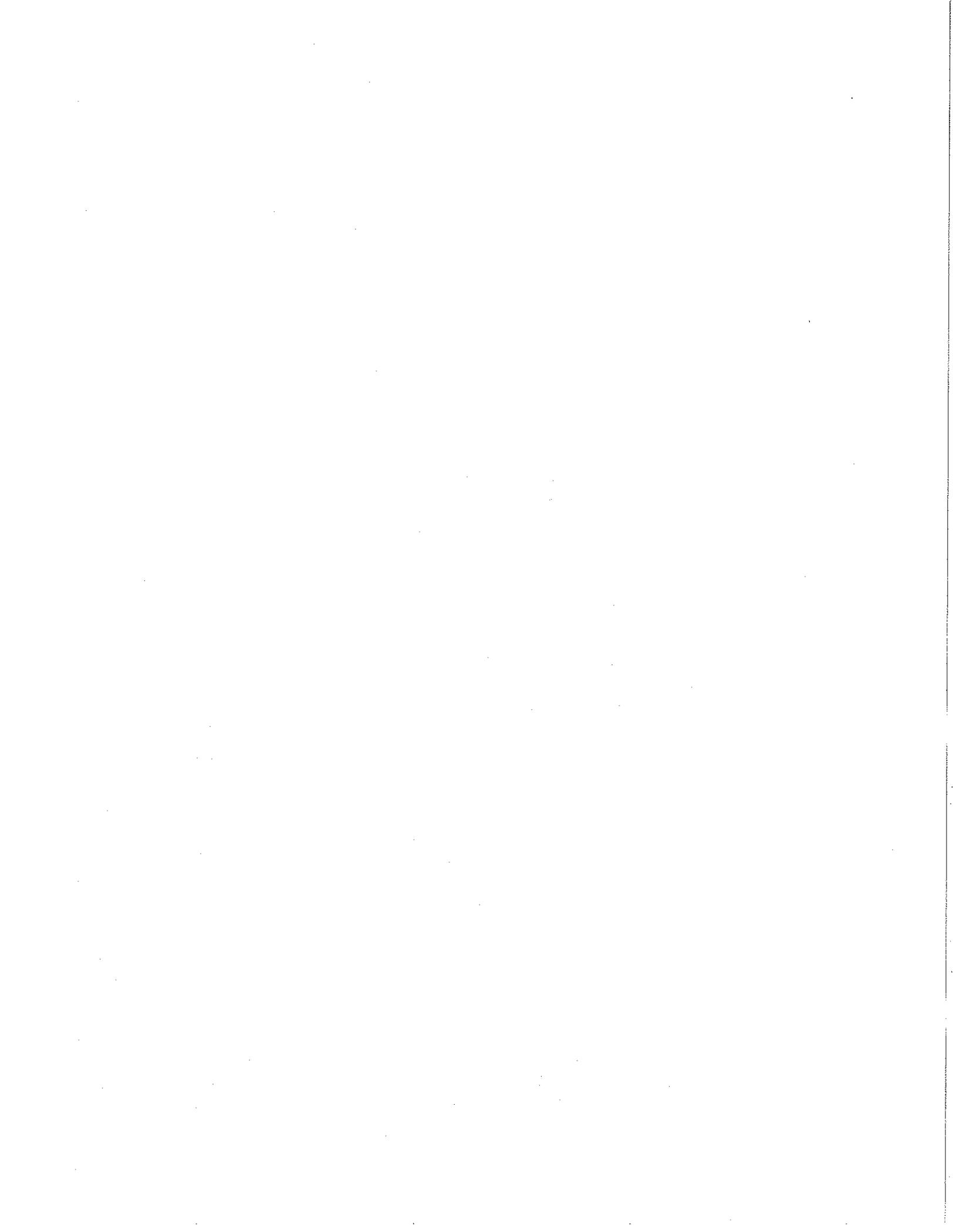
10/1/2014











BARE LAND PURCHASE AGREEMENT

1. **PARTIES.** This Purchase Agreement is made on _____, 2009, by and between the City of East Grand Forks, a Minnesota Municipal Corporation organized under the laws of the State of Minnesota (hereinafter referred to as "Buyer"), and Arthur Warren Stokes and Patricia Stokes, Husband and Wife, Margaret Sidney Johnson and James A. Johnson, Husband and Wife, Steven Paul Stokes and Susanna Stokes, Husband and Wife (hereinafter referred to as "Sellers").

2. **OFFER/ACCEPTANCE.** Buyers offer to purchase and Seller hereby agrees to sell real property situated in Grand Forks Township, Polk County, Minnesota, such real property being legally described as follows:

That part of Government Lot 1, Section 18 and Government Lot 4, Section 7, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Beginning at the northeast corner of said Government Lot 1, Section 18; thence southerly along the east line of said Government Lot 1 having a grid bearing of South 03 degrees 41 minutes 35 seconds East a distance of 705.00 feet to the northerly line of a tract of land conveyed to Dean M. Pesch and Angela K. Pesch recorded as Document Number 551201 in the office of the Polk County Recorder; thence North 80 degrees 02 minutes 35 seconds West along said northerly line a distance of 317.79 feet; thence South 29 degrees 16 minutes 22 seconds East to the northeasterly right of way of Polk County Number 72 (formerly State Highway 220) a distance of 207.13 feet; thence northwesterly a distance of 144.90 feet along a tangential curve concave to the southwest having a radius of 28,685.39 feet and a central angle of 00 degrees 17 minutes 21 seconds and the chord of said curve bears North 45 degrees 04 minutes 34 seconds West; thence North 44 degrees 30 minutes 05 seconds East along said northeasterly right of way a distance of 5.00 feet; thence northwesterly a distance of 37.57 feet along a tangential curve concave to the southwest having a radius of 28,690.39 feet and a central angle of 00 degrees 04 minutes 30 seconds and the chord of said curve bears North 45 degrees 15 minutes 29 seconds West to the centerline of the Hartsville Coulee; thence northerly, northeasterly and northwesterly along said centerline a distance of 2020 feet more or less to the south line of Lot 4, Block 1, Riverview 3rd Addition; thence along said south line North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to Roger and Donna Beauchamp by Warranty deed recorded in Book 505 of Deeds, Page 217 as Document Number 517607 in the office of the Polk County Recorder a distance of 302.60 feet; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Michael and Janina Dempsey by Warranty deed recorded as Document Number 618662 in the office of the Polk County Recorder a distance of 195.60 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to William Grassel by Warranty deed recorded in Book 327 of Deeds, Page 1 as Document Number 360667 in the office of the Polk County Recorder a distance of 49.00 feet;

thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Robert M. and Deann K. Zavoral by Warranty Deed recorded as document 646430 in the office of the Polk County Recorder a distance of 152.80 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East a distance of 285.00 feet to the east line of said Government Lot 4, Section 7; thence South 03 degrees 40 minutes 54 seconds East along said east line a distance of 641.12 feet to the point of beginning. Containing 11.46 acres more or less. Subject to easements, restrictions reservations or rights whether of record or not.

All bearings are grid based on the North Dakota State Plane Coordinate System - North Zone of 1983 (NAD83). All distances are ground.

3. **PERSONAL PROPERTY AND FIXTURES INCLUDED IN SALE.** The hereinbefore described real property is bare unimproved land and no personal property or fixtures are included in this sale.

4. **PRICE AND TERMS.** The sale price for the real property included in this sale is Seventy Two Thousand and 00/100 Dollars (\$72,000.00) Dollars. Buyers shall pay as follows: Earnest money of \$60,000.00 paid at the time of execution of the purchase agreement. The remaining \$12,000.00 will be held in escrow in the trust account of Letnes, Marshall, Swanson & Warcup, Ltd., attorneys for the Sellers. The proceeds will be distributed at closing. It is anticipated that closing shall take place no later than October 30, 2009 the Date of Closing and the Date of Possession.

Additionally, upon execution of the purchase agreement the Sellers will sign a right of way easement agreement in the form as the document attached as exhibit A to this agreement.

Further, an executed Quit Claim Deed will be held in escrow by Ronald I. Galstad, City Attorney to insure the Sellers are committed to the completion of the transaction.

Lastly, should the sales transaction fail to close for any reason any right-of-way agreement granted by the Sellers will be deemed null and void unless the Buyers

pay to the Sellers the sum of \$75,000.00 and the conditions regarding the tract of land west of the coulee shall remain in effect.

5. **DEED.** Seller shall execute and deliver a Quit Claim deed conveying marketable title to the property subject to:
- a. Building and zoning laws, ordinances and state and federal regulations;
 - b. Restrictions relating to the use or improvement of the property which are of record;
 - c. Reservation of any mineral rights by the State of Minnesota and easements of record; and
 - d. Utility and drainage easements which do not interfere with existing improvements.

6. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** Real estate taxes due and payable on the property in and for the year of closing shall be prorated between the Seller and Buyer on a calendar year basis to the Date of execution of the right-of way agreement or to the date of possession whichever comes first. At that time Buyer and Seller shall also prorate all installments of special assessments, if any, certified for payment with the real estate taxes due and payable in the year of closing.

The Buyer shall pay real estate taxes due and payable in the year following closing and thereafter. Seller warrants that all real estate taxes due and payable in the years prior to closing will have been paid in full.

Additionally, the property owned by the seller on the west side of the coulee will not be included within any special assessment district for the current 17th avenue paving and utility project.

7. **CONDITION OF PROPERTY.** The hereinbefore described real property is being sold "**AS IS**" and Seller makes no warranties, either expressed or implied, concerning the condition of the real property, and no warranties that the real property is fit for any specific purpose. Seller has not investigated whether any environmentally hazardous materials may be present upon or in the real

property, and should Buyers encounter any environmentally hazardous materials on or in the real property, Buyers hereby warrant and covenant that Buyers will be solely responsible for remediation of the real property, should such remediation be necessary.

8. **EXAMINATION OF TITLE.** Seller states, and Buyers acknowledge, that no abstract of title to the property exists, and Seller has no obligation to provide Buyers with an abstract of title. Buyers shall have until June 5, 2009, to examine the title to the real property and to provide Seller with written objections to Seller's title. Buyers, at their option, may pay the costs of obtaining an abstract and the cost of title examination or, in the alternative, Buyers may obtain title insurance at the Buyers' expense.

9. **TITLE CORRECTIONS AND REMEDIES.**
The Sellers are not warranting title as the property is being transferred "As Is" "where is" by a quit claim deed. Sellers, however, hereby warrant that they are seized of an estate of fee simple in the land and are vested with the necessary real estate interests to legally transfer said property to the Buyer. Further, the Sellers will reasonably cooperate to resolve any identified title problems but the cost to correcting title shall be the sole responsibility of the purchaser.

10. **TIME OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

11. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

12. **RECORDING FEES, STATE DEED TAX, ATTORNEY'S FEES AND CLOSING COSTS.** Buyer shall provide the Quit Claim deed and shall pay the deed tax. Buyers shall also pay the deed recording fee. Sellers shall not be required to pay any closing costs unless they are specifically mentioned in this Agreement, to include but not limited to the cost of platting or re-platting, title examination,

document drafting, recording etc. Each party shall be responsible for their own attorney's fees or other costs not specifically mentioned in this Agreement.

- 13. **ZONING.** Sellers property on the west side of the coulee will retain its current zoning upon completion of the City platting this property to complete the sale.
- 14. **WELL DISCLOSURE.** Seller certifies the Seller does not know of any wells on the described real property.
- 15. **SEPTIC SYSTEM DISCLOSURE.** Seller certifies that there are no individual sewage treatment systems on or serving the property.
- 16. **LEAD WARNING.** The real property is bare unimproved land, no Lead Paint Addendum is necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Bare Land Purchase Agreement to be effective the day and year first above written.

BUYER: City of East Grand Forks
Tax ID No. 41-6005112

DATED: _____

BY: _____
Scott Huizenga
Its City Administrator/Clerk Treasurer

DATED: _____

BY: _____
Lynn Stauss
Its, Mayor

STATE OF MINNESOTA)
)SS
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Scott Huizenga, City Administrator/Clerk Treasurer, and Lynn Stauss, Mayor Grantee.

Notary Public

QUIT CLAIM DEED

Individual (s) to Corporation, Partnership or Limited Liability Company

No delinquent taxes and transfer entered; Certificate of Real Estate Value (_____) filed (_____) not required. Certificate of Real Estate Value No. _____ (Date)

(County Auditor)

(By Its Deputy)

(Reserved for recording data)

DEED TAX DUE: \$1.65

DATE: _____

FOR VALUABLE CONSIDERATION, Arthur Warren Stokes and Patricia Stokes, husband and wife, Margaret Sidney Johnson and James A. Johnson, wife and husband, and Steven Paul Stokes and Susanna Stokes, husband and wife, Grantors, hereby convey and quitclaim to the City of East Grand Forks, a Municipal Corporation under the laws of State of Minnesota, Grantees, real property in Polk County, Minnesota, described as follows:

That part of Government Lot 1, Section 18 and Government Lot 4, Section 7, Township 151 North, Range 49 West of the 5th Principal Meridian, Polk County, Minnesota described as follows:

Beginning at the northeast corner of said Government Lot 1, Section 18; thence southerly along the east line of said Government Lot 1 having a grid bearing of South 03 degrees 41 minutes 35 seconds East a distance of 705.00 feet to the northerly line of a tract of land conveyed to Dean M. Pesch and Angela K. Pesch recorded as Document Number 551201 in the office of the Polk County Recorder; thence North 80 degrees 02 minutes 35 seconds West along said northerly line a distance of 317.79 feet; thence South 29 degrees 16 minutes 22 seconds East to the northeasterly right of way of Polk County Number 72 (formerly State Highway 220) a distance of 207.13 feet; thence northwesterly a distance of 144.90 feet along a tangential curve concave to the southwest having a radius of 28,685.39 feet and a central angle of 00 degrees 17 minutes 21 seconds and the chord of said curve bears North 45 degrees 04 minutes 34 seconds West; thence North 44 degrees 30 minutes 05 seconds East along said northeasterly right of way a distance of 5.00 feet; thence northwesterly a distance of 37.57 feet along a tangential curve concave to the southwest having a radius of 28,690.39 feet and a central angle of 00 degrees 04 minutes 30 seconds and the chord of said curve bears North 45 degrees 15 minutes 29 seconds West to the centerline of the Hartsville Coulee; thence northerly, northeasterly and northwesterly along said centerline a distance of 2020 feet more or less to the south line of Lot 4, Block 1, Riverview 3rd Addition; thence along said south line North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to Roger and Donna Beauchamp by Warranty deed recorded in Book 505 of Deeds, Page 217 as Document Number 517607 in the office of the Polk County Recorder a distance of 302.60 feet; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land and the west line of a tract of land conveyed to Michael and Janina Dempsey by Warranty deed recorded as Document Number 618662 in the office of the Polk County Recorder a distance of 195.60 feet to the southwest corner of said conveyed tract of land; thence easterly along the south line of said conveyed tract of land North 85 degrees 32 minutes 49 seconds East to the northwest corner of a tract of land conveyed to William Grassel by Warranty deed recorded in Book 327 of Deeds, Page 1 as Document Number 360667 in the office of the Polk County Recorder a distance of 49.00 feet; thence South 03 degrees 40 minutes 54 seconds East along the west line of said conveyed tract of land

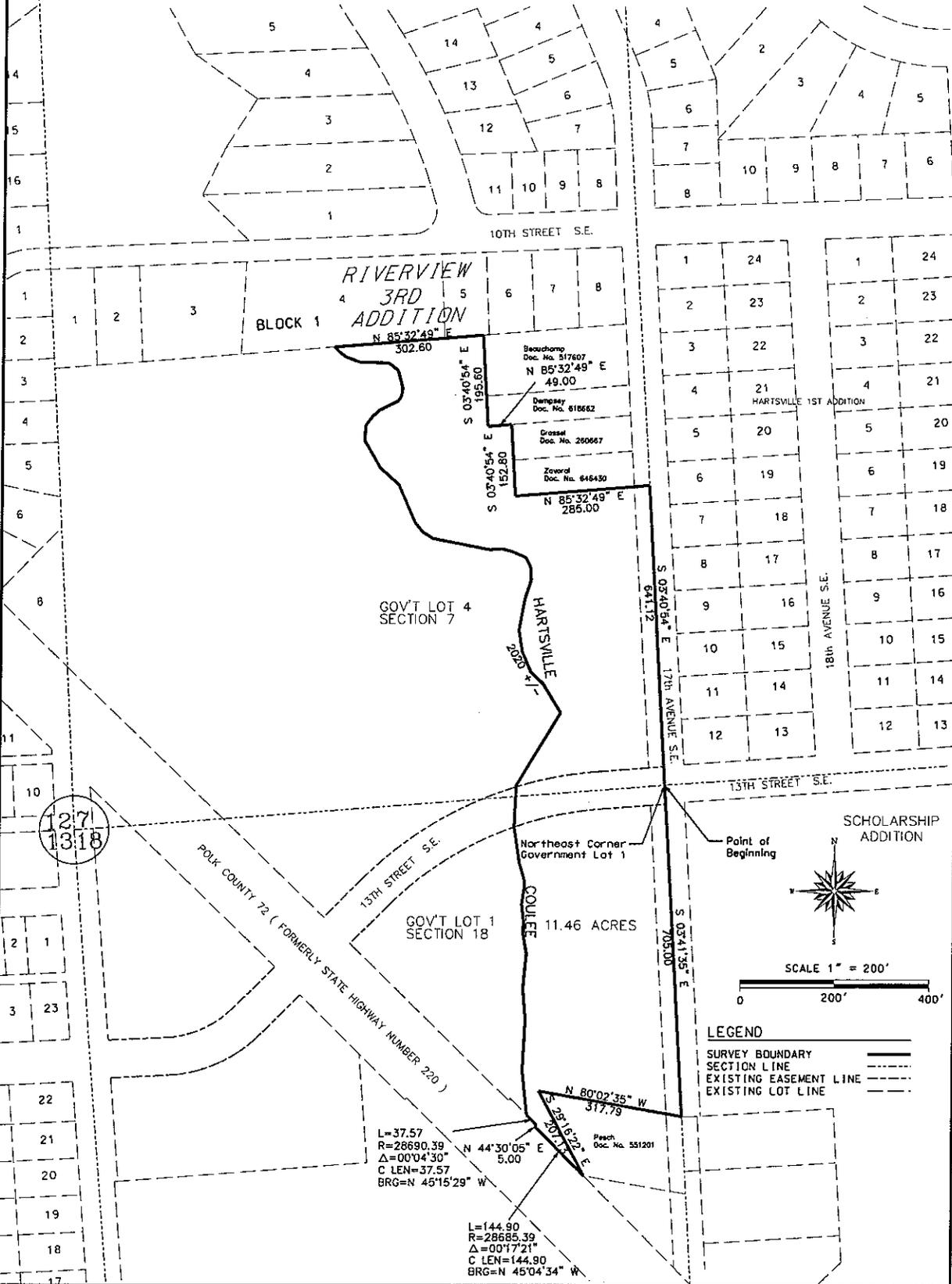
THIS INSTRUMENT DRAFTED BY:

Ronald I. Galstad
City Attorney
1312 Central Avenue NE
P.O. Box 386
East Grand Forks, MN 56721
(218) 773-9729

TAX STATEMENTS FOR THE REAL PROPERTY
DESCRIBED IN THIS INSTRUMENT SHOULD BE
SENT TO:

City of East Grand Forks
P.O. Box 373
East Grand Forks, MN 56721

PROPERTY PURCHASE



DATE: 6/2/2009	DRAWN BY:	PROJECT	SHEET
DGN: stokes_purchase.dgn	CHECKED BY:	Part of Government Lot 4, Section 7, and Government Lot 1, Section 18, Township 151 North, Range 49 West Aurthur W. and Patricia A. Stokes, Margaret S. and James A. Johnson and Steven P. and Susanna Stokes East Grand Forks, Minnesota	
MODEL NAME: certificate sheet	REVISION:		
PATH: N:\EGF\CertificateofSurvey\egf09 a\stokes_purchase.dgn			

Request for Council Action

Date: 6-3-09

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: John Wachter

RE: Temporary Levee Easement Use

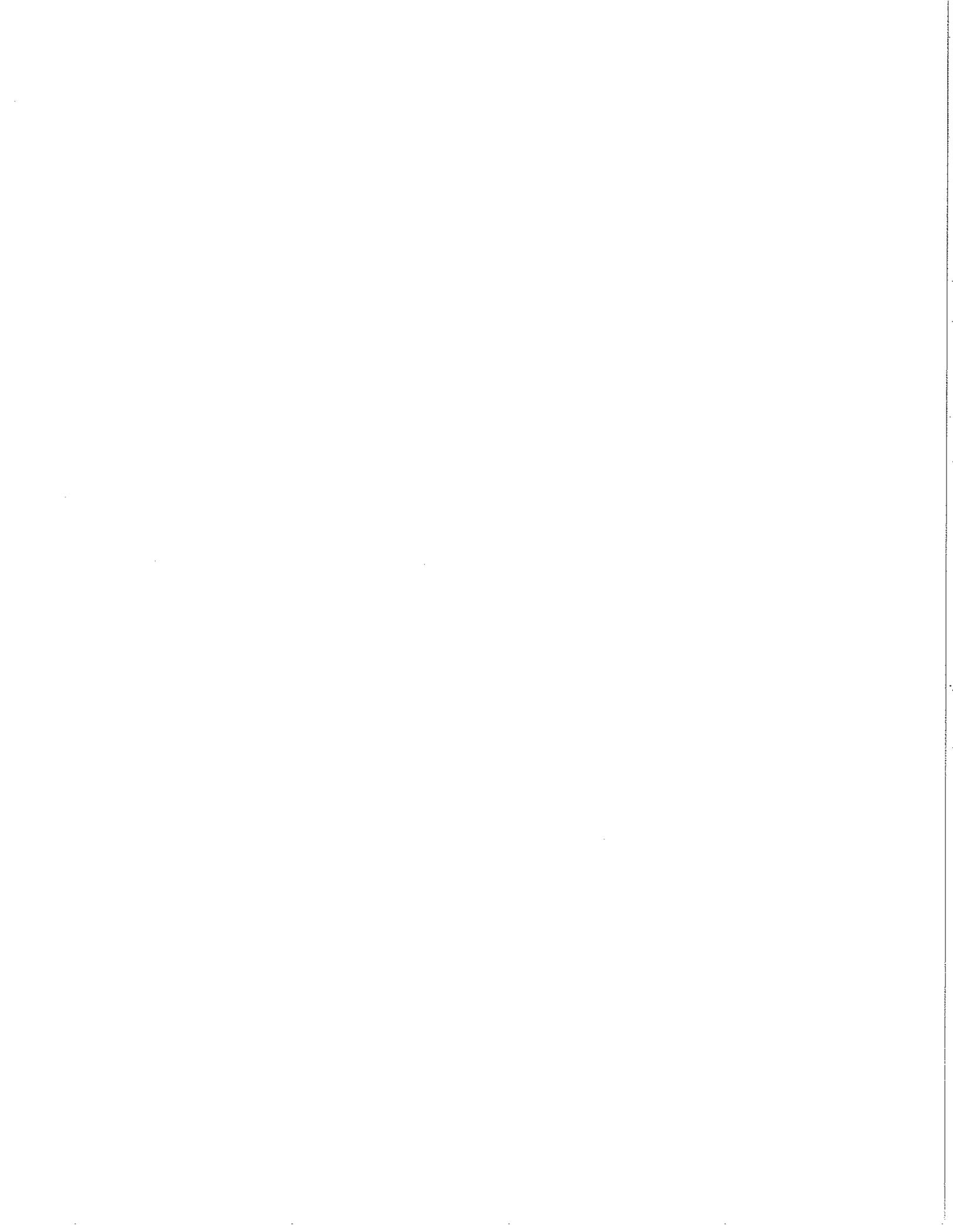
A resident in the south end of town wants to place a temporary tent on the levee easement.

From the O&M Manual

Flood Control Regulations 208.10(a)(4)

No encroachment or trespass which will adversely affect the efficient operation or maintenance of the project works shall be permitted upon the right-of-way for the protective facilities.

Recommendation – As long as the tent/structure is temporary and does not adversely affect the maintenance or the structural integrity of the levee use should be granted. A permit for such use should be developed.



Request for Council Action

Date: 6-3-09

To: East Grand Forks City Council, Mayor Lynn Stauss, President Dick Grassel, Council Vice President Henry Tweten, Council Members: Marc Demers, Craig Buckalew, Wayne Gregoire, Greg Leigh, and Mike Pokrzywinski.

Cc: File

From: John Wachter

RE: Commercial Landscaping Rates

Change rate structure for commercial landscapers to either the current \$100 annually and \$10/load or an annual rate of \$500. This rate will be for East Grand Forks commercial landscapers.

Recommendation – Make changes to rates

