

## LAND EXCHANGE AGREEMENT

This Purchase Agreement (the "Agreement") is made this 8<sup>th</sup> day of January, 2016 by and between the **CITY OF ORONO**, a Minnesota municipal corporation ("City") and **JACOB J. BARKLEY and MAUREEN L. BARKLEY**, husband and wife ("Barkleys").

### RECITALS

A. City is the fee owner of certain real property, situated in Hennepin County, Minnesota and described on "Exhibit A" hereto ("City Land").

B. The Barkleys are the fee owners of certain real property consisting of three parcels, situated in Hennepin County, Minnesota and described on "Exhibit B" hereto ("Barkley Land"):

Parcel 1 is a residential parcel ("Residence Parcel")

Parcel 2 is a dock parcel ("Dock Parcel")

Parcel 3 is a remnant ("Remnant Parcel")

C. Whereas the Barkleys desire to acquire the City Land for additional dock area;

D. The Barkleys agree to convey the Remnant Parcel and other consideration to the City in exchange for the City Land.

The City Land and Remnant Parcel are collectively referred to hereunder as "Properties."

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SALE AND PURCHASE OF REAL PROPERTY.** In consideration of the agreements herein contained, the City agrees that it will convey the City Land to the Barkleys. Concurrently, the Barkleys agree that they will convey to City the Remnant Parcel.

**2. PURCHASE PRICE.** In addition to the conveyance of the Remnant Parcel, Barkleys will pay to the City for conveyance of the City Land Twenty-Five Thousand and no/100 Dollars (\$25,000.00), which the Barkleys shall pay in cash on the Closing Date.

**3. ENVIRONMENTAL ASSESSMENT.** As soon as possible after the execution hereof, the City and the Barkleys shall have the right, if they desire, at their own expense to inspect the respective properties of the other party being exchanged for the purpose of determining whether or not there are any environmental conditions that affect the parcel to be acquired. If the environmental inspection reveals any environmental conditions that are unsatisfactory to the respective party, said party may elect either of the following options:

(a) Terminate this Agreement as provided by statute; or



- (b) Proceed with the terms of this Agreement by waiving the contingency relating to the environmental condition.

**4. PHYSICAL INSPECTION.** The City and the Barkleys shall each have the right from time to time prior to the Closing, to enter upon the respective property being exchanged, to examine the same and the condition thereof and to conduct such surveys and to make such engineering and other inspections, tests and studies as they determine to be reasonably necessary for their use of the property. All physical inspections shall be at the sole cost and expense of the party making the same. The City and Barkleys will conduct all examinations and surveys of the respective properties in a manner that will not harm or damage the respective properties so that it cannot be restored to its prior condition or cause any claim adverse to either party, and will restore the respective properties to the condition they were in prior to any such examination, immediately after conducting said examination. The Barkleys and the City shall indemnify, defend, and hold harmless each other from any and all claims for injury or death to persons, damage to property or other losses or damages or claims, including, in each instance, reasonable attorneys' fees and litigation costs, arising out of the action of any person or firm entering upon the respective properties, which indemnity will survey the Closing and the termination of this Agreement without the Closing having occurred.

**5. TITLE EXAMINATION.** Title Examination will be conducted as follows:

(a) Title Evidence. The City and the Barkleys will, as soon as possible after the date of this Agreement, furnish the following (collectively, "Title Evidence") to the other party for the property being transferred by them under this Agreement:

(i) Title Commitment. A Commitment for Title Insurance for the respective properties including proper searches covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens, and levied and pending special assessments.

(ii) Title Objections. The City and the Barkleys shall have 10 business days after receipt of the Title Commitment from the other party to provide the other party with a copy of the Commitment and written objections. The City and the Barkleys shall be deemed to have waived any title objections not made within the 10-day period above, except that this shall not operate as a waiver of either party's covenant to deliver a Warranty Deed under this Agreement.

(iii) Title Corrections and Title Remedies. The City and the Barkleys shall have 60 days from receipt of written title objections by the other party to make title marketable for their respective property. Upon receipt of title objections, each party shall, within ten (10) business days, to notify the other of their intention to make title marketable within the 60-day period. Liens or encumbrances for liquidated amounts that can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by either party shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the Closing shall be postponed.



(b) If notice is given and either party makes title marketable, then upon presentation to the other party of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled Closing Date, whichever is later.

(c) If notice is given and either party proceeds in good faith to make title marketable but the 60 day period expires without title being made marketable, the other party may declare this Agreement void by notice, neither party shall be liable for damages hereunder to the other.

(d) If either party does not give notice of intention to make title marketable, or if notice is given but the 60 day period expires without title being made marketable due to the other party's failure to proceed in good faith, the exclusive remedy is rescission of this Agreement by notice as provided herein.

(e) If title is marketable, or is made marketable as provided herein, and either party defaults in any of the agreements herein, the other party's exclusive remedy is to cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages.

**6. CLOSING.** Each transaction is contingent upon the successful closing of the other transaction. Unless terminated earlier or extended as provided herein, the date for closing the sale and purchase of the Properties (the "Closing") shall be on a date mutually agreed to by the parties but not later than March 31, 2016 (the "Closing Date"). The Closing shall take place at the offices of a title company mutually agreed upon by the parties (the "Title Company"), or such other location as mutually agreed upon by the parties and may be completed through escrow of closing documents and funds with the Title Company.

**7. BARKLEYS' CLOSING OBLIGATIONS.** On the Closing Date, the Barkleys shall execute and deliver to City:

(a) The duly executed limited warranty deed to the Remnant Parcel conveying title to the City free and clear of all liens and encumbrances except the following items (allowable encumbrances):

- (i) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;
- (ii) Real estate taxes for which the City is responsible;
- (iii) Those items approved by the City pursuant to Section 5; and
- (iv) Reservation of any minerals or mineral rights in the State of Minnesota.

(b) A customary affidavit that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens, and no bankruptcy proceeding filed against the Barkleys, and no labor or materials have been furnished to the Remnant Parcel for which payment has not been made, and that to the best of the Barkleys' knowledge there are no unrecorded interests relating to the Remnant Parcel.

(c) Such other documents required under Section 12(a).

(d) Such other documents as may be reasonably required by the Title Company.

**8. CITY'S CLOSING OBLIGATIONS.** On the Closing Date, the City shall execute and deliver to the Barkleys:

(a) The duly executed limited warranty deed to the City Land conveying title to the Barkleys free and clear of all liens and encumbrances except the following items (allowable encumbrances):

(i) Building and zoning laws, ordinances, state and federal statutes or other governmental regulations;

(ii) Real estate taxes for which the Barkleys are responsible;

(iii) Those items approved by the Barkleys pursuant to Section 5; and

(iv) Reservation of any minerals or mineral rights in the State of Minnesota.

(b) A customary affidavit that there are no unsatisfied judgments of record, no actions pending in any state or federal courts, no tax liens, and no bankruptcy proceeding filed against City, and no labor or materials have been furnished to the City Land for which payment has not been made, and that to the best of City's knowledge there are no unrecorded interests relating to the City Land.

(c) Such other documents as may be reasonably required by the Title Company.

**9. PRORATIONS.** The City and the Barkleys agree to the following prorations and allocation of costs regarding this Agreement:

(a) **Title Commitment.** Each party will be responsible for the costs associated with providing a title commitment for the parcel that the party is conveying. If a party desires a title policy for the parcel the party is acquiring, that cost shall be assigned to the party acquiring the property.

(b) **Deed Tax.** Each party shall be responsible for payment of the deed tax for the property that the party is conveying.

(c) **Real Estate Taxes and Special Assessments.**

(i) **City Land.** General real estate taxes payable in the years prior to the year of closing and installments of special assessments will be paid by the City. General real estate taxes payable in the year of closing, if any, shall be pro rated by the City and the Barkleys as of the Closing Date on a per diem basis based upon a calendar year. The City shall pay on or before the Closing Date all pending special assessments that are due prior to the Closing. The City shall pay at Closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this Agreement. The Barkleys shall pay real estate taxes due and payable in the year following closing and thereafter.

(ii) **Remnant Parcel.** General real estate taxes payable in the years prior to the year of closing and installments of special will be paid by the Barkleys. General real estate taxes payable in the year of closing, if any, shall be pro rated by the Barkleys and the City as of the Closing Date on a per diem basis based upon a calendar year. The Barkleys shall pay on or before the Closing Date all pending special assessments that are due prior to the Closing. Barkleys shall pay at Closing any deferred real estate taxes or special assessments payment of which is required as a result of the closing of this Agreement. The City shall pay real estate taxes due and payable in the year following closing and thereafter.

(d) **Recording Costs.** Each party will pay the cost of recording all documents necessary to place record title to the property the party is conveying in the condition warranted by the parties in this Agreement. Each party will pay the cost of recording the deed for the property that that the party is acquiring.

**10. CITY'S COVENANTS, REPRESENTATIONS AND WARRANTIES.** The City hereby covenants, represents and warrants to the Barkleys, as of the date of this Agreement and as of the Closing Date, as follows:

(a) **No Breach.** The consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which the City is a party so as to adversely affect the consummation of such transactions.

(b) **Authority.** The execution, delivery and performance of this Agreement by the City has been authorized and approved by the City, and the person executing this Agreement on behalf of the City has full authority to bind the City to the terms hereof.

(c) **No Actions.** There is no action, suit, legal proceeding, investigation, condemnation or other proceeding pending or threatened against the City which may adversely affect the consummation of the transactions contemplated by this Agreement or affecting any portion of the City Land, in any court, before any arbitrator of any kind or before or by any governmental body.

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(d) **Liens.** All work which has been performed in, on or about the City Land or materials furnished thereto by the City or the City's contractors which might, in any circumstances, give rise to a mechanic's or materialman's lien has been paid for or all necessary waivers of right to a mechanic's or materialman's lien have been obtained.

(e) **Wells.** The City certifies that the City does not know of any "Wells" on the described City Land within the meaning of Minn. Stat. Chapter 103I, except as disclosed herein. This representation is intended to satisfy the requirements of that statute.

(f) **Title to City Land.** The City owns the City Land, free and clear of all encumbrances.

(g) **Environmental Laws.** To the best of the City's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (as defined in applicable federal or state laws or local ordinances) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the City Land, nor has any activity been undertaken on the City Land that would cause or contribute to (i) the City Land to become a treatment, storage or disposal facility as defined in any federal or state law or local ordinance, (ii) a release or threatened release of toxic or hazardous substances or wastes, pollutants or contaminants, from the City Land as prohibited by any federal or state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under any federal or state law or local ordinance. To the best of the City's knowledge, there are no toxic or hazardous substances or wastes, pollutants or contaminants or other environmental conditions in or on the City Land that may support a claim or cause of action under federal or state law or local ordinances or other environmental regulatory requirements. To the best of the City's knowledge, no part of the City Land is a "Wetland", as defined by law. The City will disclose to the Barkleys all environmental reports and studies with respect to the City Land which are in the City's possession or control.

(h) **Storage Tanks.** To the best of the City's knowledge, there are no above- ground or underground tanks in or about the City Land. To the extent such storage tanks exist, each will be duly registered with all appropriate regulatory and governmental bodies and will be removed or brought into compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements at the City's expense.

The City will indemnify the Barkleys, their heirs, successors and assigns, against, and will hold the Barkleys, their heirs, successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that the Barkleys incur because of the breach of any of the above representations and warranties, whether such breach is discovered before or after closing. Consummation of this Agreement by the Barkleys with knowledge of any such breach by the City will not constitute a waiver or release by the Barkleys of any claims due to such breach. Nevertheless, any claim that the City has breached a representation or warranty must be in writing and must be given by the Barkleys within two years of the Closing Date or be deemed waived.



**11. THE BARKLEYS' COVENANTS, REPRESENTATIONS AND WARRANTIES.** The Barkleys hereby covenant, represent and warrant to the City, as of the date of this Agreement and as of the Closing Date, as follows:

- (a) **No Breach.** The consummation of the transactions contemplated by this Agreement will not constitute a default or result in the breach of any term or provision of any contract or agreement to which the Barkleys are a party so as to adversely affect the consummation of such transactions.
- (b) **No Actions.** There is no action, suit, legal proceeding, investigation, condemnation or other proceeding pending or threatened against the Barkleys which may adversely affect the consummation of the transactions contemplated by this Agreement or affecting any portion of the Remnant Parcel, in any court, before any arbitrator of any kind or before or by any governmental body.
- (c) **Liens.** All work which has been performed in, on or about the Remnant Land or materials furnished thereto by the Barkleys or their contractors which might, in any circumstances, give rise to a mechanic's or materialman's lien has been paid for or all necessary waivers of right to a mechanic's or materialman's lien have been obtained.
- (d) **Wells.** The Barkleys certify that they do not know of any "Wells" on the described Remnant Parcel within the meaning of Minn. Stat. Chapter 103I, except as disclosed herein. This representation is intended to satisfy the requirements of that statute.
- (e) **Title to Remnant Parcel.** The Barkleys own the Remnant Parcel, free and clear of all encumbrances, excepting any mortgages, the lien of which will be removed from the Remnant Parcel on or before the Closing Date, and further excepting any public highway rights, if any.
- (f) **Environmental Laws.** To the best of the Barkleys' knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (as defined in applicable federal or state laws or local ordinances) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Remnant Parcel, nor has any activity been undertaken on the Remnant Parcel that would cause or contribute to (i) the Remnant Parcel to become a treatment, storage or disposal facility as defined in any federal or state law or local ordinance, (ii) a release or threatened release of toxic or hazardous substances or wastes, pollutants or contaminants, from the Remnant Parcel as prohibited by any federal or state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under any federal or state law or local ordinance. To the best of the Barkleys' knowledge, there are no toxic or hazardous substances or wastes, pollutants or contaminants or other environmental conditions in or on the Remnant Parcel that may support a claim or cause of action under federal or state law or local ordinances or other environmental regulatory requirements. To the best of the Barkleys' knowledge, no part of the Remnant Parcel is a "Wetland", as defined by law. The Barkleys will disclose to



the City all environmental reports and studies with respect to the Remnant Parcel which are in the Barkleys' possession or control.

(g) **Storage Tanks.** To the best of the Barkleys' knowledge, there are no above ground tanks in or about the Remnant Parcel. To the extent such storage tanks exist, each will be duly registered with all appropriate regulatory and governmental bodies and will be removed or brought into compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements at the Barkleys' expense. To the best of the Barkleys' knowledge there are no underground storage tanks on the Remnant Parcel.

The Barkleys will indemnify the City, the City's successors and assigns, against, and will hold the City, the City's successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that the City incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after closing. Consummation of this Agreement by the City with knowledge of any such breach by the Barkleys will not constitute a waiver or release by the City of any claims due to such breach. Nevertheless, any claim that the Barkleys have breached a representation or warranty must be in writing and must be given by the City within two years of the Closing Date or be deemed waived.

## **12. CONTINGENCIES.**

(a) **City's Contingencies.** The obligations of the City under this Agreement are expressly contingent upon each of the following (the "City's Contingencies"):

(i) The City shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the results of any environmental/soil investigations and tests of the Remnant Parcel conducted by the City, the costs of which shall be the responsibility of the City. By executing this Agreement, the Barkleys hereby authorize the City, its contractors, and agents to enter upon the Remnant Parcel for purposes of conducting environmental, engineering and soil tests.

(ii) The City shall have determined on or before the Closing Date, that it is satisfied, in its sole discretion, with the title to the Remnant Parcel.

(iii) All of the covenants, representations, and warranties made by the Barkleys shall be true and correct as of the Closing Date.

(iv) The Barkleys' submitting, on a form provided by the City, the necessary document for combining the City Land, Dock Parcel and Residence Parcel under a single tax parcel, to be submitted at closing.

(v) The Barkleys granting an easement over the City Land and Dock Parcel in substantially the form attached hereto as "Exhibit C", to be recorded at closing ("Scenic Easement").



(vi) The Barkleys granting an appurtenant easement for the benefit of the property located at 3620 Eileen Street for access and a dock in substantially the form attached hereto as "Exhibit D", to be recorded at closing ("Dock Easement").

If the City's Contingencies have not been satisfied on or before the Closing Date, then the City may, at the City's option, terminate this Agreement by giving notice to the Barkleys on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of the City, and the City shall have the right to waive the contingencies by giving notice to the Barkleys.

(b) **The Barkleys' Contingencies.** The obligations of the Barkleys under this Agreement are expressly contingent upon each of the following (the "Barkleys' Contingencies"):

(i) The Barkleys shall have determined on or before the Closing Date, that they are satisfied, in their sole discretion, with the results of any environmental/soil investigations and tests of the City Land conducted by the Barkleys, the costs of which shall be the responsibility of the Barkleys. By executing this Agreement, the City hereby authorizes the Barkleys, their contractors, and agents to enter upon the City Land for purposes of conducting environmental, engineering and soil tests.

(ii) The Barkleys shall have determined on or before the Closing Date, that they are satisfied, in their sole discretion, with the title to the City Land.

(iii) All of the covenants, representations, and warranties made by the City shall be true and correct as of the Closing Date.

If Barkleys' Contingencies have not been satisfied on or before the Closing Date, then the Barkleys may, at the Barkleys' option, terminate this Agreement by giving notice to the City on or before the Closing Date. The contingencies set forth in this section are for the sole and exclusive benefit of the Barkleys, and the Barkleys shall have the right to waive the contingencies by giving notice to the City.

### 13. MISCELLANEOUS.

(a) **No Partnership or Joint Venture.** Nothing in this Agreement shall be interpreted as creating a partnership or joint venture among the parties.

(b) **No Broker Commissions.** Each party represents and warrants to the other parties that there is no broker involved in this transaction with whom the warranting party has negotiated or to whom the warranting party has agreed to pay a broker commission. Each party agrees to indemnify the other parties for any and all claims for brokerage commissions or finders' fees in connection with negotiations for the purchase and sale of

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the Properties arising out of any alleged agreement or commitment or negotiation by the indemnifying party.

(c) **No Merger.** The provisions of this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

(d) **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by the parties or their respective successors or assigns.

(e) **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns.

(f) **Notice.** Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid; delivered by a nationally recognized overnight delivery company, or actually received by the recipient and addressed as follows:

(i) If to City: City Administrator  
City of Orono  
P.O. Box 66  
Crystal Bay, MN 55323-0066

(ii) If to the Barkleys: 3640 Bayside Road  
Long Lake, MN 55356

(g) **Headings.** The headings of the sections and subsections of this Agreement are for convenience of reference only and does not form a part hereof, and in no way interpret or construe such sections and subsections.

(h) **Survival of Covenants, Representations, Warranties and Agreements.** All covenants, representations, warranties and agreements contained herein shall survive the closing. Nevertheless, any claim that either party has breached a representation or warranty must be in writing and must be given by the non-breaching party within two years of the Closing Date or be deemed waived.

(i) **Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota.

(j) **Counterpart signatures.** The parties agree that this Agreement may be executed in two or more counterparts, all of which when taken together shall comprise one and the same instrument. Each party agrees that the other party may rely upon facsimile copies

of the signatures of such party.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date written above.

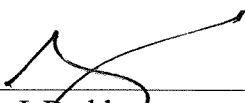
[Signature Page for City]

**CITY OF ORONO**

By: Lili Tod McMillan  
Lili Tod McMillan, Mayor

By: Jessica Loftus  
Jessica Loftus, City Administrator

[Signature Page for the Barkleys]



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Jacob J. Barkley



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Maureen L. Barkley

**EXHIBIT A**

**Legal Description of the City Land**

Lot 2, Block 3, Bay View Park, Hennepin County, Minnesota.

## **EXHIBIT B**

### **Legal Description of Barkley Land**

#### **Parcel 1 ("Residence Parcel")**

Lot 1, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota.

#### **Parcel 2 ("Dock Parcel")**

Lot 1, Block 3, Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows; Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5<sup>th</sup> Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "Line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

#### **Parcel 3 ("Remnant Parcel")**

Lot 16, Block 1, Bay View Park, Hennepin County, Minnesota which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

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Hennepin County Auditor/Treasurer's Office  
A600 Hennepin County Government Center  
300 South Sixth Street  
Minneapolis, Minnesota 55487

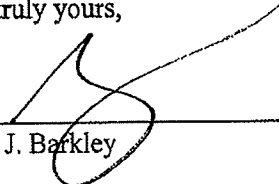
**Re: Owners' Request to Combine Parcels**


Dear Sir or Madam:

Jacob J. Barkley and Maureen L. Barkley, husband and wife, hereby request the Hennepin County Auditor/Treasurer's Office to combine legal descriptions of three contiguous parcels of land described on Exhibit A attached hereto pursuant to Minnesota Statutes Section 272.46.

Dated this 10<sup>th</sup> day of March, 2016

Very truly yours,

  
\_\_\_\_\_  
Jacob J. Barkley

  
\_\_\_\_\_  
Maureen L. Barkley

Title Recording Services, Inc. 700111  
79 Western Ave N  
St. Paul, MN 55102 MT159337  
HENNEPIN T MINNETONKA BASIC  
 OTHER



## **EXHIBIT A**

### **Parcel 1 ("Residence Parcel")**

Lot 1, Block 1, Riedel Company Stubbs Bay Addition, Hennepin County, Minnesota.

**AND**

### **Parcel 2 ("Dock Parcel")**

Lot 1, Block 3, Bay View Park, Hennepin County, Minnesota, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and parallel with a line hereinafter referred to as "Line A", said "Line A" being described as follows; Commencing at the Northeast corner of the Northwest Quarter of Section 5, Township 117 North, Range 23 West of the 5<sup>th</sup> Principal Meridian; thence South along the East line of said Northwest Quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "Line A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential curve to the left having a radius of 500 feet and central angle of 22 degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the West line of the Northeast Quarter of the Southeast Quarter of said Northwest Quarter, and there ending.

**AND**

### **Parcel 3 ("City Land")**

Lot 2, Block 3, Bay View Park, Hennepin County, Minnesota.

# Title Recording Services, Inc.

Page 1 of 1

79 Western Avenue N. Suite C St. Paul, MN 55102

Ph 651.225.9436

Fax 651.225.9451

## Recording Reject Note

Date: 3/30/2016

Closer: Jane Lynn

Documents Enclosed:

Company: Minnetonka Title, Inc.

Other

Closing Center:

Partial Release

Quit Claim Deed

File Reference: MT159337

### For Office Use Only

County: Hennepin

TRSI No: 700111

TRSI Reject No: 172251



### Reject Reason:

The qcd has a small piece of the legal split out, therefor will need the entire years taxes paid before they will file the transfer.

Also, please fill out the attached forms the county did not accept the request for combination as it was drafted. (correct forms attached)

first set of documents filed.

13:26:50 Monday, March 28, 2016

PAYABLE 2016 PROPERTY TAX INFORMATION

INQUIRY CODE 101	PROPERTY ID 05 117 23 21 0024	PSC C
SCH DST 278 WTRSHD 3 SWR DST	IFPROJ #	MUNIC 38 PLAT 43172 PARCEL
OWNER J M RYAN & R C RYAN JR	MTG LOAN #	
PROP ADDR 3625 EILEEN ST	MTG CO CODE	R/S # D/S 0
TAXPAY N/A JAN MARIE RYAN	CONDMN #	
06/13/2014 ROBERT C RYAN JR	FORM M-1PR LN 1	22,637.42
3625 EILEEN ST	MKT VALUE TAX	3,508.53
MAPLE PLAIN MN 55359	STATE GEN TAX	.00
GROSS TAX 22,637.42	IMPROV AMT	408,000
HMSTD CR .00	QUAL IMPROV	
EST MV 1,676,000	HMSTD CD H AG	P/S
TAXABLE MV 1,676,000	OVER 10 ACRE	
NET TC 19,700	320 ACRE LIMIT	
NET TAX 22,637.42	DEF SPECIAL 1ST YR	
SOLID WASTE FEE .00	BANKRUPTCY	
SPECIALS .00	TARGETED AREA	
TOTAL TAX 22,637.42		
NET TAX PAID .00	LAST PMT DATE	
CJ F/L CJ/CONTRACT NO	FD AREA TC	00
EARLIEST DELQ YR	FD AREA TAX	.00
DIV PENDING TAX ADJ PEND SPEC ADJ PEND	LOCAL TC	00
PFR PENDING PFR DATE PFR #	LOCAL TX	19,128.89

Split  
needs current  
year pd  
And city Approval

## REQUEST FOR COUNCIL ACTION

DATE: 11 January, 2016

ITEM NO: 12

Department Approval:	Administrator Reviewed:	Agenda Section:
Name Jeremy Barnhart	<i>JML</i>	Planning Department Report
Title Community Development Director		

Item Description: Consider sale of City property PID 05-117-23-24-0118

### List of Exhibits

- A. Land Exchange agreement

**Purpose.** Formally accept the offer to purchase 615 square feet of city owned land, identified as PID 05-117-23-24-0118.

**Background.** The Council met in closed session on December 14<sup>th</sup> and agreed to Jacob Barkley's offer to purchase 615 square feet in exchange for the following:

1. Payment of \$25,000
2. Provision of scenic and dock easements consistent with similar easements over the 617 sq ft parcel to the north
3. Combination of lots 05-117-23-24-0118, 05-117-23-24-0122, and 05-117-23-21-0011 as permitted by the County
4. Transfer of a 1 sq. ft. lot remnant 05-117-23-24-0023 to the city

The attached exchange agreement, prepared by the City Attorney provides for those conditions and has been accepted by Mr. Barkley.



Present land ownership, Barkley in Red, City in Yellow



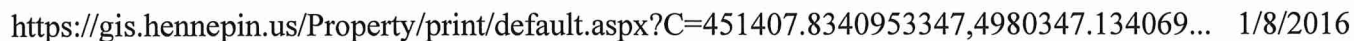
Proposed land ownership, Barkley in Red, City in Yellow.

Staff has fielded calls from area property owners, concerned that their access to the lake would change with the land sale. Staff's response has been that easements consistent with the existing easements providing access and protecting views into the lake were required by the City Council, and the rights property owners have now would remain.

It is noted that presently some property owners in the area are storing their docks on city property and may have in the past accessed their dock through city property. These docks may need to be removed, though further research is necessary.

**COUNCIL ACTION REQUESTED:**

Staff recommends the Council accept the Land Exchange Agreement as drafted, directing staff to finalize the land sale.





1144484

Quit Claim Deed,  
Corporation to Corporation.

Form No. 31-M.

Miller-Davis Co., Minneapolis, Minn.  
Minnesota Uniform Conveyancing Blanks (1931).

1144484

**This Indenture, Made this** 2nd **day of** June **19** 75,  
**between** J. P. Riedel & Company, a Partnership consisting of John P. Riedel, O. A.  
Gilbertson, Arnold G. Gilbertson and Charles H. Spear

**Partnership**  
**a corporation under the laws of the State of** Minnesota, **party of the first part, and**  
**The City of Orono**  
**a corporation under the laws of the State of** Minnesota,  
**party of the second part,**

**Witnesseth,** **That the said party of the first part, in consideration of the sum of**  
**One dollar and other valuable consideration** --- DOBTLARS!  
**to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,**  
**does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors**  
**and assigns, Forever, all the tract or parcel of land lying and being in the County of**  
Hennepin **and State of Minnesota, described as follows, to-wit:**

That part of the following described property: Lot 16, Block 1, and Lot 1, Block 3,  
Bay View Park, according to the recorded plat thereof, which lies southerly of a line  
 33 feet southerly of, measured at right angles to and parallel with, a line hereinafter  
 referred to as "Line A", said "Line A" being described as follows: Commencing at the  
 Northeast corner of the Northwest quarter of Section 5, Township 117 North, Range 23  
 West of the 5th Principal Meridian; thence South along the East line of said Northwest  
 quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance  
 of 143.32 feet to the point of beginning of said "Line A"; thence deflecting right  
 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential  
 curve to the left having a radius of 500 feet and central angle of 22 degrees  
 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the  
 West line of the Northeast quarter of the Southeast quarter of said Northwest  
 quarter, and there ending.

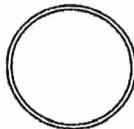
The purpose of the within instrument is to grant to the **Second Party** herein a  
**SCENIC EASEMENT** over the above described premises. This **SCENIC EASEMENT** limits the  
 improvements on said premises to the erection of two small, inconspicuous, private  
 (not multiple) docks to be used for the usual and normal fishing, swimming and docking  
 purposes and for the exclusive benefit of the owners of Lots 1 and 4, Block 1, Riedel  
 Company's Stubbs Bay Addition.

No vehicular parking shall be allowed on said premises, no signs or billboards  
 except small signs not exceeding in dimensions 2 feet by 3 feet indicating said docks  
 and premises to be private property. The erection of said docks to be subject to and  
 in compliance with any requirements of the City of Orono.

Real Estate Tax Statements on the  
 above premises are to be sent to J. P. Riedel  
 & Company, 5037 Richmond Dr. Edina, Mn. 55436

State Deed tax hereon is \$2.20

**To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-  
 unto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns,  
 Forever.**



**In Testimony Whereof, The said first party has caused these**  
**presents to be executed in its corporate name by its**  
**President and its one of its partners and its corporate secretary**  
**to hereunto affixed the day and year first above written.**

J. P. RIEDEL &amp; COMPANY

By Charles H. Spear  
Charles H. SpearIts Partner President

In Presence of

Its

1144484

Quit Claim Deed,  
Conveyance to Corporation.

Form No. 31-M.

Miller-Davis Co., Minneapolis, Minn.  
Minnesota Uniform Conveyancing Blanks (1931).

1144484

**This Indenture, Made this** 7th day of June, 1975  
**between** J. D. Riedel & Company, a Partnership consisting of  
Gilbert H. Arnold, G. Gilbertson and Charles H. Spear  
 a Partnership  
a corporation under the laws of the State of Minnesota, party of the first part, and  
Miller-Davis Co., Inc.  
a corporation under the laws of the State of Minnesota  
 party of the second part,

**Witnesseth, That the said party of the first part, in consideration of the sum of**  
One dollar and other valuable consideration **DOLLARS,**  
**to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,**  
**does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors**  
**and assigns, Forever, all the tract or parcel** of land lying and being in the County of  
Hennepin **and State of Minnesota, described as follows, to-wit:**

That part of the following described property: Lot 16, Block 1, and Lot 1, Block 3,  
 Bay View Park, according to the recorded plat thereof, which lies southerly of a line  
 55 feet southerly of, measured at right angles to and parallel with, a line hereinafter  
 referred to as "Line A", said "Line A" being described as follows: Commencing at the  
 Northwest corner of the Northwest quarter of Section 5, Township 117 North, Range 23  
 West of the 5th Principal Meridian; thence South along the West line of said Northwest  
 quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 40 minutes a distance  
 of 143.32 feet to the point of beginning for said "Line A"; thence deflecting right  
 180 degrees along said "Line A" a distance of 100 feet; thence along a tangential  
 curve to the left having a radius of 500 feet and central angle of 22 degrees  
 30 minutes a distance of 174.35 feet; thence westerly tangent to said curve to the  
 West line of the Northwest quarter of the Southeast quarter of said Northwest  
 quarter, and there ending.

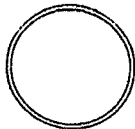
The purpose of the within instrument is to grant to the Second Party herein a  
 SUEWIC EASEMENT over the above described premises. This SUEWIC EASEMENT limits the  
 improvements on said premises to the erection of two small, inconspicuous, private  
 (not multiple) docks to be used for the usual and normal fishing, swimming and docking  
 purposes and for the exclusive benefit of the owners of Lots 1 and 4, Block 1, Riedel  
 Company's Stubbs Bay Addition.

No vehicular parking shall be allowed on said premises, no signs or billboards  
 except small signs not exceeding in dimensions 2 feet by 3 feet indicating said docks  
 and premises to be private property. The erection of said docks to be subject to and  
 in compliance with any requirements of the City of Crono.

Real Estate Tax Statements on the  
 above premises are to be sent to J. D. Riedel  
 & Company, 5037 Richmond Dr. Mpls, Minn. 55416

State Deed tax hereon is \$2.20

**To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-  
 unto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns,  
 Forever.**



**In Testimony Whereof, The said first party has caused these  
 presents to be executed in its corporate name by its**  
**President and its one of its partners and the corporate seal to**  
**be hereunto affixed the day and year first above written.**

J. D. RIEDEL &amp; COMPANY

In Presence of

By

Charles H. Spear  
Its Partner

Its



1144484

State of Minnesota,

County of Hennepin

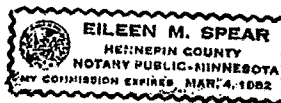
On this 3rd day of June, 1975, before me, a Notary Public within and for said County, personally appeared Charles M. Spear who did say that they were respectively to me personally known, who, being each by me duly sworn, he did say that they were respectively that he is one President and one of the partners of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of all of its partners and said Charles M. Spear Partnership and acknowledged said instrument to be the free act and deed of said corporation partnership

Eileen M. Spear

Notary Public County, Minn.

My commission expires, 19

The within Instrument was drafted by Charles M. Spear, Attorney 5037 Richmond Drive Edina, Min. 55436



1144484  
REGISTERED VOL. 1688 PAGE 5093722

COPIES OF THIS INSTRUMENT  
STAY IN THE OFFICE OF THE  
REGISTER OF DEEDS

2 day of JUL 12 1975  
12 o'clock M.

REGISTER OF DEEDS  
Eileen M. Spear  
DEPUTY REGISTER OF DEEDS

No delinquent taxes  
and transfer entered  
FINANCE DIVISION  
HENNEPIN COUNTY, MINN.

Finance Division Director  
DEPUTY

This certificate does not relate to taxes  
for the current year  
or may not be paid  
which may  
JUN 30 1975

Minnesota Form No. 31.

Doc. No.  
QUIT CLAIM DEED  
Corporation to Corporation

TO

Office of Register of Deeds,  
State of Minnesota,

County of  
I hereby certify that the within Deed  
was filed in this office for record on the  
day of  
19 at o'clock M.,  
and was duly recorded in Book  
of Deeds, page

Register of Deeds,  
Deputy.

Taxes for the year 19, on the lands  
described within, paid this  
day of 19

County Treasurer,  
Deputy.

Taxes paid and Transfer entered this  
day of 19

County Auditor,  
Deputy.

Recording Fee \$1.00

1144484

State of Minnesota,

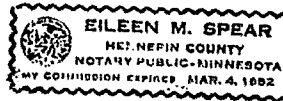
County of Hennepin

On this 3rd day of June, 1975, before me, a Notary Public, within and for said County, personally appeared and did say that they are respectively: the President and the of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Charles M. Spear Partnership and acknowledged said instrument to be the free act and deed of said corporation partnership.

Notary Public, County, Minn.

My commission expires, 19

The within instrument was drafted by Charles M. Spear, Attorney 5047 Richmond Drive Edina, Min. 55436



1144484  
REGISTERED VOL. 1688, PAGE 50, 93722

2 JUL 1975  
12  
By Eileen M. Spear  
Notary Public

No delinquent taxes and transfer entered FINANCE DIVISION HENNEPIN COUNTY, MINN.  
JUN 30 1975  
This certificate does not relate to taxes for the current year or may not be paid.

Minnesota Form No. 31.

Doc. No. QUIT CLAIM DEED Corporation to Corporation

TO

Office of Register of Deeds, State of Minnesota,

County of I hereby certify that the within Deed was filed in this office for record on the day of at o'clock M., and was duly recorded in Book of Deeds, page.

Register of Deeds, Deputy.

By Taxes for the year 19, on the lands described within, paid this day of 19

County Treasurer, Deputy.

Taxes paid and Transfer entered this day of 19

County Auditor, Deputy.

By

Recording Fee \$1.00

1154647

Warranty Deed,  
Corporation to Individual.

Towns # 522333

Form No. 7-M.

507372

Miller-Davis Co., Minneapolis, Minn.  
Minnesota Uniform Conveyancing Blanks (1931).

1154647

This Indenture, Made this 3rd day of October, 1975,  
between J. P. Riedel and Company, a partnership consisting of John P. Riedel, O. B.  
Gilbertson, Arnold G. Gilbertson and Charles M. Spear

Partnership  
a corporation under the laws of the State of Minnesota, party of the first part, and  
Vincent K. Burnhart

of the County of Hennepin and State of Minnesota,  
party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of  
One dollar and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,  
does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, his  
heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of  
Hennepin and State of Minnesota, described as follows, to-wit:

Lot 4, Block 1, Riedel Company Stubbs Bay Addition, according to the plat thereof on file  
or of record in the office of the Registrar of Titles in and for said Hennepin County.

Together with an easement for the exclusive benefit of the owners of said Lot 4, Block  
1, Riedel Company Stubbs Bay Addition for ingress to and egress from Stubbs Bay and the  
erection and maintenance of one small, private dock over the following described  
property:

The West 1/2 of Lot 1, Block 3, Bay View Park, according to the recorded plat  
thereof, which lies Southerly of a line 33 feet Southerly of, measured at right angles to and  
parallel with, a line hereinafter referred to as "Line A", said "Line A" being described  
as follows: Commencing at the Northeast corner of the Northwest quarter of Section 5,  
Township 117 North, Range 23 West of the 5th Principal Meridian; thence South along the  
East line of said Northwest quarter a distance of 1400.28 feet; thence deflecting left 64  
degrees 30 minutes a distance of 143.32 feet to the point of beginning of said "Line  
A"; thence deflecting right 180 degrees along said "Line A" a distance of 100 feet; thence  
along a tangential curve to the left having a radius of 500 feet and central angle of 22  
degrees 30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the  
West line of the Northeast quarter of the Southeast quarter of said Northwest quarter, and  
there ending.

Subject to a SCENIC EASEMENT in favor of the City of Orono by Quit Claim Deed dated  
June 3, 1975 and filed July 2, 1975 as Doc. No. 1144484.

Grantee agrees to pay 1/2 of the yearly real estate taxes on Lot 1, Block 3, Bay  
View Park.

Subject to utility easement as shown on the Plat.

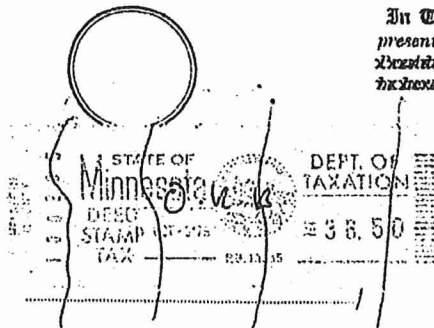
To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereto  
belonging, or in anywise appertaining, to the said party of the second part, his heirs and  
assigns, Forever. And the said J. P. Riedel and Company, a partnership consisting of John P.  
Riedel, O. B. Gilbertson, Arnold G. Gilbertson and Charles M. Spear  
party of the first part, for itself and its successors, does covenant with the said party of the second  
part, his heirs and assigns, that it is well seized in fee of the lands and premises aforesaid, and  
has good right to sell and convey the same in manner and form aforesaid, and that the same are free  
from all incumbrances except as above stated.

Tax Statements for Real Property described herein, Lot 4, Block 1, Riedel Company Stubbs  
Bay Addition should be sent to Vincent K. Burnhart, 2022 Lake Rd, Wayzata, Mn. 55391

State deed tax due hereon \$38.50

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the  
said party of the second part, his heirs and assigns, against all persons lawfully claiming or  
to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned. the said  
party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these  
presents to be executed in its partnership name by one of its  
partners, and the same to be attested by the day and year first above written.



J. P. Riedel and Company

By Charles M. Spear  
Charles M. Spear - Partner

Witnesses: [Signature]

STATE DEED TAX DUE  
\$38.50

11a

1154647

State of Minnesota,

County of Hennepin

On this 3rd

day of October

1975, before me, a

Notary Public

within and for said County personally appeared

Charles M. Spear

and

to me personally known, who, being ~~sworn~~ by me duly sworn, he did say that ~~he is one of the partners of the corporation named in the foregoing instrument, and that the instrument was signed and sealed in behalf of said corporation by authority of its board of all of the partners and said Charles M. Spear acknowledged said instrument to be the free act and deed of said corporation Partnership.~~ ~~he is one of the partners of the corporation named in the foregoing instrument, and that the instrument was signed and sealed in behalf of said corporation by authority of its board of all of the partners and said Charles M. Spear acknowledged said instrument to be the free act and deed of said corporation Partnership.~~

Eileen M. Spear

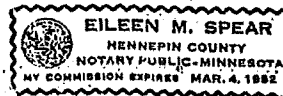
Notary Public

County, Minn.

My commission expires

19

This Instrument was drafted by  
Charles M. Spear, attorney at Law  
5037 Richmond Dr.  
Edina, Mn. 55436



GIF. NO. 522724 1154647

REGISTERED VOL. 1684 PAGE 502372  
Registered Vol 1731 Page 502333

OFFICE OF REGISTER OF TITLES  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
I hereby certify that the within instrument  
was filed in this office on the  
31 day of OCT A.D. 1975 at  
12 o'clock P.M.  
By *Eileen M. Spear*  
REGISTER OF TITLES  
DEPUTY REGISTER OF TITLES

OCT. 3 1975

No delinquent taxes  
and transfer entered  
FINANCE DIVISION  
HENNEPIN COUNTY, MINN.

FINANCE DIVISION DIRECTOR  
BY *[Signature]* DEPUTY

This certificate does not constitute a tax  
for the current year 1975 unless the  
or else will be paid.

300 P. [Signature]

5013

Minnesota Form No. 2-M

Doc. No.  
WARRANTY DEED  
Corporation to Individual

TO

Office of Register of Deeds,  
State of Minnesota,

County of  
I hereby certify that the within Deed  
was filed in this office for record on the  
day of  
19, at o'clock  
M.,  
and was duly recorded in Book  
of Deeds, page

By  
Register of Deeds,  
Deputy

Taxes for the year 19 on the lands  
described within, paid this  
day of 19

By  
County Treasurer,  
Deputy

Taxes paid and Transfer entered this  
day of 19

By  
County Auditor,  
Deputy

Recording Fee \$1.50



1155208

Warranty Deed  
Individual to Joint Tenants Torrens 509372

Form No. 5-M

Miller-Davis Co., Minneapolis  
Minnesota Uniform Conveyance Blanks (Revised 1973)

1155208

This Indenture, Made this 4th day of October, 1975,  
between J. P. Riedel and Company, a partnership consisting of John P. Riedel, O. B.  
Gilbertson, Arnold G. Gilbertson and Charles M. Spear

of the County of Hennepin and State of Minnesota, part V  
of the first part, and John G. Pidgeon and Magdalen M. Pidgeon, husband and wife,  
of the County of Hennepin and State of Minnesota, parties of the second part,

Witnesseth, That the said part V of the first part, in consideration of the sum of \$66,000.00,  
One dollar and other valuable consideration - - - - -  
to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowl-  
edged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part as joint  
tenants and not as tenants in common, their assigns, the survivor of said parties, and the heirs and  
assigns of the survivor, Forever, all the tract or parcel of land lying and being in the County of  
Hennepin and State of Minnesota, described as follows, to-wit:

That part of the following described property: Lot 16, Block 3, Bay View Park,  
according to the recorded plat thereof which lies Southerly of a line  
33 feet Southerly of, measured at right angles to and parallel with, a line hereinafter  
referred to as "Line A", said "Line A" being described as follows: Commencing at the  
Northeast corner of the Northwest quarter of Section 5, Township 117 North, Range 23  
West of the 5th Principal Meridian; thence South along the East line of said Northwest  
quarter a distance of 1400.28 feet; thence deflecting left 64 degrees 30 minutes a distance  
of 143.32 feet to the point of beginning of said "Line A"; thence deflecting right  
180 degrees along said "Line A" a distance of 100 feet; thence along a  
tangential curve to the left having a radius of 500 feet and central angle of 22 degrees  
30 minutes a distance of 196.35 feet; thence Westerly tangent to said curve to the  
West line of the Northeast quarter of the Southeast quarter of said Northwest  
quarter, and there ending.

Subject to a SCENIC EASEMENT in favor of the City of Orono by Quit Claim Deed dated June  
3, 1975 and filed in the office of the Registrar of Titles on July 2, 1975 as Doc. No.  
1144483.

Reserving to the grantors herein, their heirs and assigns, an easement for ingress  
to and egress from Stubbs Bay and the erection and maintenance of one small, private dock  
over the West 1/2 of that part of Lot 16, Block 3, Bay View Park, above described. This  
easement shall run with the land and bind the heirs, executors, administrators, successors  
and assigns of the respective parties hereto and is for the exclusive benefit of the owners  
of Lot 3, Block 1, Riedel Company Stubbs Bay Addition.

Tax Statements for Real Property property described herein  
Shall be sent to John G. Pidgeon, 10912 Glen Wilding Lane, Bloomington, Mn. 55431

G.H.A.T.C.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances there-  
unto belonging or in anywise appertaining, to the said parties of the second part, their assigns, the sur-  
vivor of said parties, and the heirs and assigns of the survivor, Forever, the said parties of the second part  
taking as joint tenants and not as tenants in common.

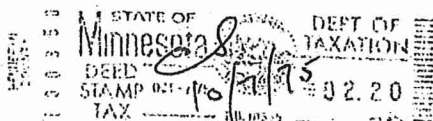
And the said J. P. Riedel and Company, a partnership consisting of John P. Riedel, O.  
B. Gilbertson, Arnold G. Gilbertson and Charles M. Spear assigns  
part of the first part, for itself, its successors and assigns, do hereby covenant with the said parties of the second part, their assigns, the survivor of said parties, and the heirs  
and assigns of the survivor, that it is well seized in fee of the lands and premises aforesaid and  
has good right to sell and convey the same in manner and form aforesaid, and that the same are  
free from all incumbrances, except as above stated.

State deed tax due hereon \$2.20

And the above bargained and granted lands and promises, in the quiet and peaceable possession of the  
said parties of the second part, their assigns, the survivor of said parties, and the heirs and assigns of the  
survivor, against all persons lawfully claiming or to claim the whole or any part thereof, subject to  
incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and  
Defend.

In Testimony Whereof, The said party of the first part has herunto set its  
hand the day and year first above written.

J. P. Riedel and Company

By Charles M. Spear  
Charles M. Spear - Attorney

38-44305-2050 44920-3210

NEW EASE-  
SUBJECT TO OMT

1155208

State of Minnesota,

County of Hennepin

The foregoing instrument was acknowledged before me this fourth

day of October

1975

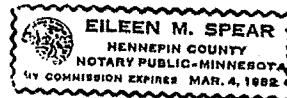
By Charles M. Spear, one of the partners of J. P. Riedel and Company, the partnership named in the foregoing instrument.

THIS INSTRUMENT WAS DRAFTED BY

Charles M. Spear, Attorney at Law

5037 Richmond Dr.

Edina, Mn. 55436

OFFICE OF REGISTRAR OF TITLES  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN

I hereby certify that the within instrument was filed in this office on the

9 day of OCT A.D. 1975 at 11:30 o'clock A. M.

By

REGISTRAR OF TITLES

DEPUTY REGISTRAR OF TITLES

OCT 7 1975

No delinquent taxes and transfer entered  
FINANCE DIVISION  
HENNEPIN COUNTY, MINN.

FINANCE DIVISION DIRECTOR

BY [Signature]

This certification does not make it a deed for the current year which may be paid.

Doc. No.  
WARRANTY DEED

Individual to Joint Tenants

TO

OFFICE OF REGISTRAR OF DEEDS  
State of Minnesota,County of  
I hereby certify that the within Deed was filed in this office for record on the 19 day of at o'clock M., and was duly recorded in Book of Deeds, page

Register of Deeds

By, Deputy

Taxes paid and Transfer entered this day of 19

County Auditor

By, Deputy

Tax statements for the real property described in this instrument should be sent to:

Name

Address

Recording Fee \$2.00

## REQUEST FOR COUNCIL ACTION

DATE: 23 November, 2015

ITEM NO: 11

Department Approval:	Administrator Reviewed:	Agenda Section:
Name Jeremy Barnhart	<i>JML</i>	Planning Department Report
Title Community Development Director		
Item Description:	Consider disposal of Tax Forfeited Property (PID 05-117-23-24-0117 and 0118)	

### List of Exhibits

- A. Aerial photo
- B. Letter of request
- C. Deed acquiring the land
- D. Comprehensive Plan Appendix 4E-1
- E. Analysis of the lake access, dated September 13, 2010

*CC: OK will Selling  
Western Sliver,  
Keep the larger  
piece.  
What is Fwd?*

**Purpose.** Provide direction regarding the disposal of city property.

**Background.** Jacob Barkley owns 3640 Bayside Road on the north side of Bayside Road as well as two small parcels south of Bayside, north of Stubbs Bay (the parcels in red in the attached aerial photo). The western most parcel includes easements that allow docks for the 4 lots within the Reidel Stubbs Bay addition, of which Mr. Barkley owns one lot.

Owner	PID	Size (sqft)
Barkley	05-117-23-24-0023	1
Barkley	05-117-23-24-0122	617
City	05-117-23-24-0118	615
City	05-117-23-24-0117	3,598

The city owns two parcels south of Bayside Road, outlined in yellow. These two parcels were acquired through the tax forfeiture process in April of 1979. Mr. Barkley has requested the city dispose of these parcels. Should he be successful in acquiring the property, ownership would be consolidated with his two parcels. Mr. Barkley is also expected to request a vacation of Park Street should the Council agree to dispose of the property.

It appears the parcels were acquired in 1979 for park and recreation uses, primarily to maintain public access to the lake. The subject parcel is listed in the Comprehensive Plan as a Lake Minnetonka access point, not opened for public use. Public access in this area is provided through the southern extension of Stubbs Bay Road South, about 115 feet to the east. The Comprehensive plan does not suggest further use for the parcels.

Staff supports the disposal request as access is provided via Stubbs Bay Road, and the remaining benefit to the city is negligible. It seems as though the city would benefit more for the parcels being privately owned.

The Council should direct staff to pursue disposal of the property if it finds that the parcels are not nor anticipated to be needed by the city. Formal disposal will require action by the City Council.

*Obcombrance  
removed*

**COUNCIL ACTION REQUESTED:**

Staff requests direction as to whether or not to pursue disposal of two city owned parcels (05-117-23-24-0017 and 0118)



# Council Exhibit A



**Disclaimer:**  
This drawing is neither a legally accepted map nor a survey and is not intended to be used as one. This drawing is a compilation of public information available in Orono City, County, and State offices, and is not intended to be used as a legal document. The City of Orono is not responsible for any errors or omissions.



- Legend**
- Railroad
  - City Limits
  - Parcels (6-1-2015)



0 75 Feet

Melanie -

Thank you for your time on the phone this morning.

As requested, please accept this email as a formal application to purchase two parcels of land that are owned by the city and are adjacent to two parcels of land that I currently own.

Our residence is located at PID 05-117-23-21-0011; and the two parcels that I own are 05-117-23-24-0122 and 05-117-23-24-0023. The two parcels that we would like to purchase from the city are 05-117-23-24-0118 and 05-117-23-24-0117.

Please see attached screen shots that identify the parcels with an aerial view and PID #.

We have researched the deed documents for 0118 (LOT 2 BLOCK 3 Bay View Park) and 0117 (LOT 15 BLOCK 1 Bay View Park) and the statute regarding re-sale of properties, and believe that it would be legal for the city to sell these parcels. Please see the deed and an image of an excerpt from the state statute attached.

I believe that this purchase of these parcels would clear up some issues regarding lake usage and dock-age in regards to existing easements and historical usage. Also, of course we could continue to maintain the property that the former owner took care of for over 40 years.

Please let me know if there is an application fee or escrow for the city's attorney to consider this matter and when we can look forward to a decision.

We would like to be considered the only viable buyer for these two parcels since we are the only adjacent landowner. We would like to pursue this purchase as the only possible buyer for these parcels since we are looking to untangle an already complicated situation. If this is not going to be the case, please let me know so I can retract this request. If that is the case, I would like to pursue other avenues such as an easement to clarify the situation.

Please let me know if I can be of further assistance.

Best Regards,  
Jake Barkley

--

Jake Barkley  
612.598.9895

103

1325/103

4481343

STATE OF MINNESOTA  
DEPARTMENT OF REVENUE  
CONVEYANCE OF FORFEITED LANDS

Issued pursuant to Minnesota Statutes, Section 282.01, Subdivision 1.

THIS INDENTURE, made this 13th day of April, 1979, between the State of Minnesota as party of the first part, and The City of Orono, a Governmental Subdivision, as party of the second part, WITNESSETH:

WHEREAS, the land hereinafter described was duly forfeited to the State of Minnesota for the nonpayment of taxes, and,

WHEREAS, Pursuant to Minnesota Statutes, Section 282.01, Subdivision 1, the party of the second part has applied to the Commissioner of Revenue for the conveyance of lands hereinafter described to be used by it exclusively for park and recreation, and,

WHEREAS, the Board of County Commissioners of the County of Hennepin, State of Minnesota has recommended to the Commissioner of Revenue by resolution adopted on the 6th day of February, 1979, that such conveyance be made, subject to the conditions hereinafter made,

NOW, THEREFORE, The State of Minnesota, pursuant to said laws and in consideration of the premises, does hereby grant, bargain, sell and convey unto the party of the second part, forever, all the tracts or parcels of land lying and being in the County of Hennepin, State of Minnesota, described as follows, to-wit:

- |   |  |
|---|--|
| Block 4<br>Baldur Park<br>38-41860-5800                                 | Lot 4, Block 7<br>Crystal Bay View<br>38-42180-3850  |
| Lots 1 to 15 incl.<br>Block 1<br>Bay View Park<br>38-41920-100 to 1500  | Lot 5, Block 7<br>Crystal Bay View<br>38-42180-3900  |
| Lots 1 to 15 incl.<br>Block 2<br>Bay View Park<br>38-41920-1700 to 3100 | Lot 3, Block 5<br>Forest Lake Park<br>38-42260-4800  |
| Lots 2 to 15 incl.<br>Block 3<br>Bay View Park<br>38-41920-3300 to 4600 | Lot 4, Block 5<br>Forest Lake Park<br>38-42260-5000  |
| Lots 1 to 15 incl.<br>Block 4<br>Bay View Park<br>38-41920-4900 to 6200 | Lot 5, Block 5<br>Forest Lake Park<br>38-42260-5200  |
| Lots 3 to 13 incl.<br>Block 5<br>Bay View Park<br>38-41920-6500 to 7500 | Lot 67<br>Highwood, Lake Minnetonka<br>38-42300-5600 |
| Lots 1 to 16 incl.<br>Block 6<br>Bay View Park<br>38-41920-7900 to 9300 |  |

C. V. FILED ☐ NOT REQ. ☒

JUN 28 1979  
BY *L. H. H. H.*

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part so long as it shall continue to use said land for the purposes aforesaid, and upon condition that if such use shall cease said land shall revert to the party of the first part as provided by law. No Dead Tax will be payable on this conveyance.

IN TESTIMONY WHEREOF, the State of Minnesota, party of the first part, has caused this deed to be executed in its name in the City of St. Paul, Ramsey County, Minnesota, the day and year first above written.

In Presence of:

*Carolyn Crawford*  
*Patricia Zentis*

STATE OF MINNESOTA  
CLYDE E. ALLEN, JR.  
Commissioner of Revenue

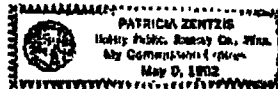
By: *Dennis D. Amo*

STATE OF MINNESOTA } ss.  
County of Ramsey }

On this 13th day of April, 1979, before me personally appeared DENNIS J. ERNO, Assistant Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota, and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

THIS INSTRUMENT WAS DRAFTED BY  
THE COMMISSIONER OF REVENUE  
STATE OF MINNESOTA  
DEPARTMENT OF REVENUE  
ST. PAUL, MINNESOTA 55145

*Patricia Zentis*



Tax Statements for Real Property  
Described herein shall be sent to:

NAME OF GRANTEE  
ADDRESS OF GRANTEE  
CITY STATE ZIP CODE  
*City of Onondaga*  
*Onondaga, NY*  
TAXPAYER'S ADDRESS  
NAME OF MFG. CO. - IF ESCROW  
LOAN NUMBER

No delinquent taxes  
and transfer entered  
FINANCE DIVISION  
RAMSEY COUNTY, MINN.

JUN 22 1979

*Dennis D. Amo*

FINANCE DIVISION DIRECTOR  
BY *D.P. Hansen* DEPUTY

This certificate does not relate to taxes  
for the calendar year 1979, which may  
or may not be paid.

STATE DEED TAX DUE  
HEREON \$ *EXEMPT*

RETURN TO  
TORRENS DEPT.  
4481343 156753

Tax statements for the year  
properly distributed in this  
instrument should be sent to:

Name: The City of Orono

Address: c/o Walter B. Benson,  
City Administrator  
Orono, Minnesota  
55854

RETURN TO  
TORRENS DEPT.

OFFICE OF COUNTY RECORDER  
HENRY COUNTY, MINNESOTA  
CERTIFIED FILED AND OK  
RECORDED

1979 JUN 25 AM 8:03

AS DOCUMENT 4481343

CO. RECORDER  
DEPUTY

THIS DOCUMENT IS RECORDED  
ON BOTH ABSTRACT  
AND TORRENS PROPERTY

REC FEE 3  
COPY FEE 25

RETURN TO  
TORRENS DEPT.

RETURN TO  
TORRENS DEPT.

1335103

REGISTERED VOL. 187, PAGE 59112  
 59112-187  
 119417.528  
 487505-1615  
 CLAIMED VIA S.S.B. 119417  
 REGISTERED VOL. 1615, PAGE 587505

OFFICE OF THE REGISTRAR  
 OF TITLES  
 HENNEPIN COUNTY, MINNESOTA  
 CERTIFIED FILED ON

JUN 22 1979

*[Signature]*  
 REGISTRAR OF TITLES  
 BY *[Signature]* DEPUTY

925.c

\*

**Appendix 4E-1: City of Orono Lake Minnetonka Access Points - Designated Use and Current Status**

9	Gibbs Landing - Fox St.	4-S	Adj to 3125	Pedestrian year-round, vehicles winter only	Tax records show access as Outlot A, owned by owner of 3125, City has easement over Outlot, City maintains access
<b>Stubbs Bay</b>					
10	Eastlake Street	5-N	3424/3465	Winter Only	30' platted road gated March 1 - Dec. 1
11	Bayside Rd. at Stubbs Bay Rd.	5-N	3580/3640	Fishing Dock	33' platted road ("Oak Street" in plat of "Bay View Park") Also used for winter access by snowmobiles off Luce Line
12	Bayside Rd	5-N	Across from 3640, 3700, 3750 Bayside	NA	Two 60' platted roads and one 65' platted road to the Lake (Park, Spring, and Maple Streets in plat of Bay View Park; and Theresa St. in plat of Otoville on Lake Minnetonka). These potential access points are not opened for public use.
13	Bayside Rd.	5-N	West side of 3775 Bayside	NA	30' realigned platted road (Realigned "Lake Street" in the plat of Otoville on Lake Minnetonka)(See street file 3775 Bayside). Not opened for public use.
14	Westlake Street	5-N	372/389		30' platted road right-of-way extending to lakeshore; walking access only.
<b>North Arm Bay</b>					
15	Park Lane	6-S	607/649	Fishing Dock	60' wide platted road, paved to shoreline - usable for boat launch but there is no parking available
16	Oak Street	6-S	Adj to 4119		30' wide platted road, not developed, steep slopes and ravine limit use
17	Baldur Park Road	8-S	Across from 1384/1392		NW' end of platted developed road as it extends to shoreline
18	Oak Place (Platted road in plat of "Crystal Bay View")	8-S	3768/3818 North Shore Dr		40' wide platted undeveloped road extending from North Shore Drive across platted Cherry Ave to shoreline; mostly wetland or under water
19	Sandy Beach (Extension of Maple Place)	8-S	3898/3908 Cherry Ave	Swimming Beach	60' wide platted roadway used for City beach
20	Grant Street	8-S	1310 Spruce/ 1330 Cherry Pl		50' wide platted road, undeveloped
21	Spruce Place	8-S	1250/1260		40' wide (remaining after partial vacation) platted roadway, undeveloped
22	Loma Linda Avenue	8-N	1098/1130	Fishing Dock	40' wide platted road; also useful for vehicular access



**To:** Street Files: 3620 Eileen Street (Lot 4, Bl. 1, Reidel Stubbs Bay Addition)  
3625 Eileen Street (Lot 2, Bl. 1, Reidel Stubbs Bay Addition)  
3630 Eileen Street (Lot 3, Bl. 1, Reidel Stubbs Bay Addition)  
3640 Bayside Road (Lot 1, Bl. 1, Reidel Stubbs Bay Addition)

**From:** Mike Gaffron, Asst. City Administrator

**Date:** September 13, 2010

**Subject:** Status of Lake Access for the Above Properties

A number of questions have been raised recently regarding the status of lake access and the ability to construct individual docks to serve the above four properties. These questions initially surfaced with regards to the Pidgeon property at 3625 Eileen Street, and have risen again regarding the potential sale of 3620 Eileen Street.

Four building lots were created with the Reidel Stubbs Bay Addition in 1975. None of those lots abut the lakeshore - they are entirely north of Bayside Road. The subdivider also owned some small strips of land abutting the lakeshore on the south side of Bayside Road. The subdivider gained City approval in 1975 to allow each of the 4 building lots to have a small individual dock on four defined portions of the lakeshore strips, subject to granting a Scenic Easement to the City over those strips (Doc. #s 1144483 and 1144484) that *"limits the improvements on said premises to the erection of two small, inconspicuous, private (not multiple) docks to be used for the usual and normal fishing, swimming(sic) and docking purposes and for the exclusive benefit of the owners of Lots (1-2-3-4) Block 1, Riedel Company's Stubbs Bay Addition. No vehicular parking shall be allowed on said premises, no signs or billboards except small signs not exceeding in dimensions 2 feet by 3 feet indicating said docks and premises to be private property. The erection of said docks to be subject to and in compliance with any requirements of the City of Orono."* (Text is from #1144484; text of #1144483 is assumed to be similar or identical)

The lakeshore strip in question contains the portions of Lot 16, Block 1, Bayview Park and Lots 1 and 16, Block 3, Bayview Park, that are south of the Hennepin County plat of Bayside Road.

Lot 16 Bl. 1 (05-117-23 24 0023) and Lot 1 Bl. 3 (05-117-23 24 0122) are owned by Jane Olson of 3640 Bayside Road. Lot 16, Bl. 3 (05-117-23 24 0123) is owned by Magdalen M. Pidgeon Trustee of 3625 Eileen Street.

Doc. #1154647 grants an easement in favor of 3620 Eileen Street (Lot 4, Riedel Addition) over the west 1/2 of Lot 1, Block 3, Bayview Park, for *"ingress to and egress from Stubbs Bay and the erection and maintenance of one small, private dock"*. It also states that grantee agrees to pay 1/2 of the yearly real estate taxes on said Lot 1, Block 3.

Doc. #1155208 grants an identical easement in favor of 3630 Eileen Street (Lot 3, Riedel Addition) over the west 1/2 of Lot 16, Block 3, Bayview Park; but does not address who pays the taxes.

Based on the above, it would be reasonable to conclude that at least from the City of Orono perspective, each of the four homestead lots within the Riedel Addition has the right to have a small dock extending from their defined portions of the lakeshore south of Bayside Road. However, these dock rights are also subject to compliance with Lake Minnetonka Conservation District (LMCD) rules and regulations, and if LMCD regulations do not allow docks, the LMCD regulations must be adhered to.