

11-21-2023

**City Council Regular Meeting
Supplemental Packet**

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date Nov. 21, 2023

Council Memo

To: Mayor Palmquist and City Council Members

From: Ron Moorse, City Administrator

Date: November 21, 2023

Re: David Herreid Minor Subdivision and Variance Application for a Lot Line Rearrangement at 16530 Swede Hill Drive South and PID# 35.028.20.12.0003 – (Update Only) **Supplemental**

Attached are documents received on November 21, 2023 that are related to the subdivision for a lot line rearrangement at 16530 Swede Hill Drive, and particularly related to the two conditions of the approval of the subdivision. These documents have been forwarded to Tom Radio, City Attorney for his review. The City Attorney may not have the opportunity, prior to the Council meeting, to make a determination regarding whether these documents meet the requirements of the conditions of approval.

(Reserved for recording data)

WARRANTY DEED
Individual(s) to Individual(s)

eCRV number: _____

DEED TAX DUE: \$115.50

DATE: _____

FOR VALUABLE CONSIDERATION, Karen Herreid, a single person ("Grantor"), hereby conveys and warrants to David Herreid ("Grantee"), real property in Washington County, Minnesota, legally described as follows:

See Exhibit A, attached hereto and incorporated herein by reference

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:
None.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A Well Disclosure Certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

GRANTOR

Karen Herreid

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, by Karen Herreid, a single person.

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:

Michael G. Kula (#181080)
David M. Kula (#0397541)
Michael G. Kula, P.A.
1275 Saint Clair Avenue
Saint Paul, MN 55105
Tel. (651) 699-1499

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

David Herreid
1697 Stanford Avenue
Saint Paul, MN 55105

EXHIBIT A
LEGAL DESCRIPTION

That part of Government Lot 1, Section 35, Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 35; thence North 88 degrees 02 minutes 38 seconds East, assumed bearing, along the north line of said Section 35, a distance of 2634.25 feet to the North Quarter Section corner of said Section 35; thence South 28 degrees 00 minutes 35 seconds East, a distance of 702.02 feet to JUDICIAL LANDMARK NO. 3; thence South 74 degrees 46 minutes 02 seconds East, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 2; thence South 89 degrees 41 minutes 16 seconds East, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 1 and the POINT OF BEGINNING of this description; thence North 89 degrees 41 minutes 16 seconds West, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 2; thence North 74 degrees 46 minutes 02 seconds West, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 3; thence North 09 degrees 24 minutes 45 seconds West, a distance of 233.50 feet to JUDICIAL LANDMARK NO. 4; thence North 72 degrees 11 minutes 36 seconds East, a distance of 116.76 feet to JUDICIAL LANDMARK NO. 5; thence South 17 degrees 30 minutes 24 seconds East, a distance of 9.80 feet to JUDICIAL LANDMARK NO. 6; thence North 72 degrees 12 minutes 50 seconds East, a distance of 182.00 feet to JUDICIAL LANDMARK NO. 7; thence continuing North 72 degrees 12 minutes 50 seconds East, a distance of 33 feet, more or less, to the shore of Lake St. Croix; thence southerly, along said shore of Lake St. Croix, a distance of 420 feet, more or less, to its intersection with a line that bears South 89 degrees 41 minutes 16 seconds East from the point of beginning; thence North 89 degrees 41 minutes 16 seconds West, a distance of 54 feet, more or less, to JUDICIAL LANDMARK NO. 1, and to the POINT OF BEGINNING.

Which lies westerly of a line drawn from a point on the line drawn from JUDICIAL LANDMARK NO. 2 to JUDICIAL LANDMARK NO. 3 a distance of 231.38 feet easterly of said JUDICIAL LANDMARK NO. 3 to a point on the line drawn from JUDICIAL LANDMARK NO. 6 to JUDICIAL LANDMARK NO. 7 a distance of 94.34 feet easterly of said JUDICIAL LANDMARK NO. 6.

(reserved for recording information)

RIGHT OF FIRST REFUSAL AGREEMENT

Karen Herreid, a single person, (“Karen”) for valid consideration received, hereby grants unto David Herreid (“David”), the right of first refusal to purchase Karen’s real property located in Afton, MN, legally described as Parcel B on Exhibit A and pictorially described as Parcel B on Exhibit B (the “Property”). The terms of the sale between Karen and David shall be negotiated at the time of sale, unless Karen has received a prior offer to purchase the Property from a third party which she intends to accept. In that event, David shall be granted the right to purchase the Property on the same terms and conditions made by the third party. David’s rights under this Agreement shall expire fifteen (15) days after Karen advises David in writing of an intended sale, evidenced by a signed purchase agreement for the sale of the Property to a third party. David’s right of first refusal to purchase the Property shall not apply to any transfer or assignment of the Property made by Karen, or her estate, to any of her heirs.

David expressly acknowledges that the Property is subject to that certain Agreement dated November ____, 2023, signed by Karen, affirming that neither the Property, nor the small structure on the Property, can be improved and that the small structure must be removed when it becomes unsafe and/or unusable.

Dated: _____, 2023

Karen Herreid

Dated: _____, 2023

David Herreid

EXHIBIT A

PARCEL B

That part of Government Lot 1, Section 35, Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 35; thence North 88 degrees 02 minutes 38 seconds East, assumed bearing, along the north line of said Section 35, a distance of 2634.25 feet to the North Quarter Section corner of said Section 35; thence South 28 degrees 00 minutes 35 seconds East, a distance of 702.02 feet to JUDICIAL LANDMARK NO. 3; thence South 74 degrees 46 minutes 02 seconds East, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 2; thence South 89 degrees 41 minutes 16 seconds East, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 1 and the POINT OF BEGINNING of this description; thence North 89 degrees 41 minutes 16 seconds West, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 2; thence North 74 degrees 46 minutes 02 seconds West, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 3; thence North 09 degrees 24 minutes 45 seconds West, a distance of 233.50 feet to JUDICIAL LANDMARK NO. 4; thence North 72 degrees 11 minutes 36 seconds East, a distance of 116.76 feet to JUDICIAL LANDMARK NO. 5; thence South 17 degrees 30 minutes 24 seconds East, a distance of 9.80 feet to JUDICIAL LANDMARK NO. 6; thence North 72 degrees 12 minutes 50 seconds East, a distance of 182.00 feet to JUDICIAL LANDMARK NO. 7; thence continuing North 72 degrees 12 minutes 50 seconds East, a distance of 33 feet, more or less, to the shore of Lake St. Croix; thence southerly, along said shore of Lake St. Croix, a distance of 420 feet, more or less, to its intersection with a line that bears South 89 degrees 41 minutes 16 seconds East from the point of beginning; thence North 89 degrees 41 minutes 16 seconds West, a distance of 54 feet, more or less, to JUDICIAL LANDMARK NO. 1, and to the POINT OF BEGINNING.

Which lies easterly of a line drawn from a point on the line drawn from JUDICIAL LANDMARK NO. 2 to JUDICIAL LANDMARK NO. 3 a distance of 231.38 feet easterly of said JUDICIAL LANDMARK NO. 3 to a point on the line drawn from JUDICIAL LANDMARK NO. 6 to JUDICIAL LANDMARK NO. 7 a distance of 94.34 feet easterly of said JUDICIAL LANDMARK NO. 6.

EXHIBIT B

(see attachment)

EXHIBIT A

That part of Government Lot 1, Section 35, Township 28 North, Range 20 West, City of Afton, Washington County, Minnesota, described as follows:

Commencing at the northwest corner of said Section 35; thence North 88 degrees 02 minutes 38 seconds East, assumed bearing, along the north line of said Section 35, a distance of 2634.25 feet to the North Quarter Section corner of said Section 35; thence South 28 degrees 00 minutes 35 seconds East, a distance of 702.02 feet to JUDICIAL LANDMARK NO. 3; thence South 74 degrees 46 minutes 02 seconds East, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 2; thence South 89 degrees 41 minutes 16 seconds East, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 1 and the POINT OF BEGINNING of this description; thence North 89 degrees 41 minutes 16 seconds West, a distance of 78.38 feet to JUDICIAL LANDMARK NO. 2; thence North 74 degrees 46 minutes 02 seconds West, a distance of 285.21 feet to JUDICIAL LANDMARK NO. 3; thence North 09 degrees 24 minutes 45 seconds West, a distance of 233.50 feet to JUDICIAL LANDMARK NO. 4; thence North 72 degrees 11 minutes 36 seconds East, a distance of 116.76 feet to JUDICIAL LANDMARK NO. 5; thence South 17 degrees 30 minutes 24 seconds East, a distance of 9.80 feet to JUDICIAL LANDMARK NO. 6; thence North 72 degrees 12 minutes 50 seconds East, a distance of 182.00 feet to JUDICIAL LANDMARK NO. 7; thence continuing North 72 degrees 12 minutes 50 seconds East, a distance of 33 feet, more or less, to the shore of Lake St. Croix; thence southerly, along said shore of Lake St. Croix, a distance of 420 feet, more or less, to its intersection with a line that bears South 89 degrees 41 minutes 16 seconds East from the point of beginning; thence North 89 degrees 41 minutes 16 seconds West, a distance of 54 feet, more or less, to JUDICIAL LANDMARK NO. 1, and to the POINT OF BEGINNING.

Which lies easterly of a line drawn from a point on the line drawn from JUDICIAL LANDMARK NO. 2 to JUDICIAL LANDMARK NO. 3 a distance of 231.38 feet easterly of said JUDICIAL LANDMARK NO. 3 to a point on the line drawn from JUDICIAL LANDMARK NO. 6 to JUDICIAL LANDMARK NO. 7 a distance of 94.34 feet easterly of said JUDICIAL LANDMARK NO. 6.

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (“Amendment”) is made and entered into as of this _____ day of November, 2023, by and between by and between **Karen Herreid** (“Seller”) and **David Herreid** (“Buyer”).

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase Agreement (“Agreement”) dated _____, 2023, for certain real property located in Afton, Minnesota as more particularly described in the Agreement (the “Property”);

WHEREAS, Seller and Buyer desire to amend the Agreement to add a right of first refusal provision.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Recitals. The above recitals constitute an integral part of this Amendment and are incorporated herein.
2. Capitalized Terms. Capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Agreement, unless expressly modified herein.
3. Amended Provisions.

Paragraph 16 shall be added to the Agreement with the following language:

16. **Right of First Refusal**.

Seller hereby grants unto Buyer the right of first refusal to purchase Seller’s adjacent property located in Afton, MN, legally described as Proposed Parcel B on Exhibit A and pictorially described Parcel B on Exhibit B (the “Right of First Refusal Property”). The terms of the sale between Seller and Buyer shall be negotiated at the time of sale, unless Seller has received a prior offer to purchase the Right of First

Refusal Property from a third party which Seller intends to accept. In that event, Buyer shall be granted the right to purchase the Right of First Refusal Property on the same terms and conditions made by the third party. Buyer's rights under this Agreement shall expire fifteen (15) days after Seller advises Buyer in writing of an intended sale, evidenced by a signed purchase agreement for the sale of the Right of First Refusal Property to a third party. Buyer's right of first refusal to purchase the Right of First Refusal Property shall not apply to any transfer or assignment of the Right of First Refusal Property made by Seller, or her estate, to any of her heirs.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed, shall be deemed to be an original and all of which counterparts of this Amendment, taken together, shall constitute one instrument.

5. Survival; Entire Agreement. Except as further amended herein, the Agreement, as amended, and all terms and conditions therein is hereby ratified, confirmed, reinstated and otherwise in full force and effect, binding upon Seller and Buyer, and nothing contained in this Amendment shall be construed to relieve either Seller or Buyer of any obligations as set forth in the Agreement, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Purchase Agreement effective as of the date and year first above written.

SELLER: _____ Karen Herreid	BUYER: _____ David Herreid
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FINAL DATE OF EXECUTION OF THIS FIRST AMENDMENT: _____, 2023.

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date Nov. 21, 2023

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: November 21, 2023
Re: Minor Levee Repairs and Storm Sewer Line Clean-Out

The Public Works Committee, at its November 20, 2023 meeting discussed two items related to being prepared for a flood in the spring of 2024. One is the repair of an area of erosion at the toe of the levee where the toe drain (drain tile) outlets from the levee to the inlet manhole for the storm sewer line that runs to the flood pumps. The other is the jetting and clean-out of the storm sewer line that runs to the flood pumps.

The erosion at the toe of the levee caused the toe drain in the levee in that area to be exposed. In addition, there was erosion in the area of the storm sewer inlet manhole. The repair would include repairing the area of erosion near the toe drain and around the inlet. It would also include the installation of rip rap in those areas to prevent erosion. At this time, a price quote has not been received, but the City Engineer has estimated a cost of \$5,000 to \$10,000.

The storm sewer line that runs from the inlet manhole to the flood pumps appears to be approximately one-third filled with sediment from erosion. A price quote of \$3,000 has been obtained from Schlomka Services for the cleanout of the storm sewer line.

The levee repair and storm sewer line clean-out costs can be funded from the Flood Control account in the Special Activities Fund, which has a current balance of \$57,900.

COUNCIL ACTION REQUESTED:

Motion regarding authorizing the levee repairs in an amount not to exceed \$10,000, and approving the price quote of \$3,000 from Schlomka Services for the clean-out of the storm sewer line, both costs to be funded from the Flood Control account in the Special Activities Fund.