

INTERGOVERNMENTAL RELATIONS COMMITTEE

11-0451R

RESOLUTION AUTHORIZING AGREEMENT TO ACCEPT EASEMENTS  
FROM SPIRIT VALLEY LAND COMPANY, LLC, IN THE RIVERSIDE  
AREA AT NO COST.

CITY PROPOSAL:

RESOLVED, that the proper city officers are hereby authorized to execute  
an agreement to accept the grant of easements filed with the city clerk as Public  
Document No. \_\_\_\_\_ from the Spirit Valley Land Company, LLC, at  
no cost to the city.

Approved:

  
Department Director

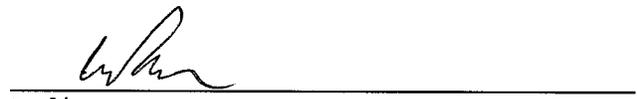
Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

BD TH:tmf 8/19/2011

STATEMENT OF PURPOSE: This resolution authorizes an agreement to accept  
easements from the Spirit Valley Land Company, LLC (SVLC), (Bradley Johnson,  
Chief Manager) and at no cost to the City. The easements involved are at the  
intersection of Spring Street and lower side of Grand Avenue.

SVLC, in conjunction with the HRA, is in the final stages of purchasing several  
parcels of tax forfeited property in the Riverside area. Since SVLC does not now  
own the land parcels involving the two easements, this agreement to grant  
easements is a required step in this transaction to assure the City will be able  
to secure the needed easements for street purposes in construction with the  
Spring Street construction project.

**AGREEMENT TO  
GRANT EASEMENTS**

THIS AGREEMENT, entered into this \_\_\_\_ day of August, 2011 by and between SPIRIT VALLEY LAND COMPANY LLC, a limited liability company under the laws of the State of Minnesota hereinafter referred to as "Grantor", and the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City".

WHEREAS, Grantor is in the process of acquiring certain property from the State of Minnesota through St. Louis County which had been previously forfeited to the State for non-payment of real estate taxes; and

WHEREAS, the City is in need of temporary construction easements and permanent easements as hereinafter described over the affected property as part of its Riverside Street Improvement Project; and

WHEREAS, St. Louis County has agreed that public need and necessity requires that the City's need for said easements be accommodated by Grantor and has indicated that it will not process the sale of the subject property to Grantor without a commitment satisfactory to City that Grantor will provide the easements to City once conveyance of the subject property to Grantor has been accomplished; and

WHEREAS, Grantor is willing to commit to grant the necessary easements to City at no cost upon completion of Grantor's purchase of the subject property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

1. Definitions:

The following terms shall have the meanings hereinafter ascribed to them:

- A. Temporary Easements: shall mean temporary easements for street construction purposes over the following-described property in St. Louis County, Minnesota:

The northerly Fifty (50') Feet of Lots 1-4 inclusive, Block 57, IRONTON First Division; and

The northerly Twenty (20') Feet of Lots 5 and 6 inclusive, Block 57, IRONTON First Division.

- B. Permanent Easements: shall mean a permanent easement for street construction purposes over the following-described property in St. Louis County, Minnesota:

The northerly Thirty (30') Feet of Lots 1-4 inclusive, Block 57, IRONTON First Division.

- C. Property: shall mean the following-described property in St. Louis County, Minnesota:

Lots 1-6 inclusive, Block 57, IRONTON First Division

2. Approval of Conveyance

Subject to the terms and conditions of this Agreement and in reliance thereon, City hereby indicates that it approves the conveyance of the Property by the State of Minnesota acting through St. Louis County to Grantor and requests that St. Louis County proceed diligently to closing on said transaction.

3. Temporary Easements:

Upon acquiring title to the Property, Grantor agrees that it will grant a temporary easement for street construction purposes to City at no cost to City. Said easement shall terminate as soon as construction of the City's Riverside Street Improvement Project is completed but in no event later than December 31, 2012.

4. Permanent Easement:

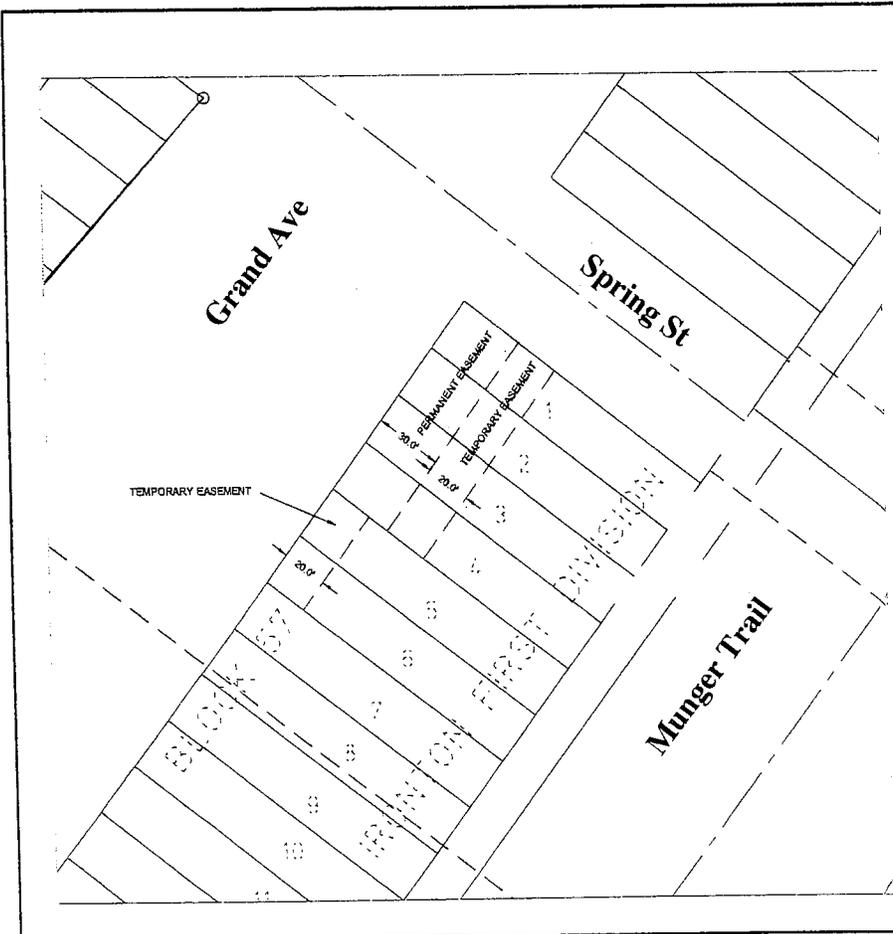
Upon acquiring title to the Property, Grantor agrees that it will grant a permanent easement for street purposes to City at no cost to City.

5. Reliance

Grantor acknowledges that in manifesting its approval as described in Paragraph 2 above, City is relying on Grantor's performance of its obligations under this Agreement.



Drafted by:  
Robert E. Asleson  
Assistant City Attorney  
Room 410 City Hall  
Duluth, MN 55802  
(218) 730-5490



# EASEMENT SKETCH FOR CITY OF DULUTH

A 30.00 foot easement for roadway and utility purposes over, under, and across Lots 1 through 4, Block 57, IRONTON FIRST DIVISION. Said easement is described as follows:  
The northwesterly 30.00 feet of said Lots 1 through 4, Block 57, IRONTON FIRST DIVISION.

A 20.00 foot temporary construction easement over, under, and across Lots 1 through 4, Block 57, IRONTON FIRST DIVISION. Said easement is described as follows:  
The southeasterly 20.00 feet of the northwesterly 50.00 feet of said Lots 1 through 4, Block 57, IRONTON FIRST DIVISION.

A 20.00 foot temporary construction easement over, under, and across Lots 5 and 9, Block 57, IRONTON FIRST DIVISION. Said easement is described as follows:  
The northwesterly 20.00 feet of said Lots 5 and 9, Block 57, IRONTON FIRST DIVISION.



**AVRES**  
ASSOCIATES  
Duluth, Minnesota

RECORDS

LOCATED IN  
REGISTER, DULUTH,  
MINNESOTA

#57	SUB. DIVISION	1
1	PLAT	2/01/22
2/01/22	RECORDED	FM