

3/1/93 STORM SEWER UTILITY EASEMENT
VACATION (5017 Bedford Av)
Lot 22, Block 3, Brookside Hgts

MEMORANDUM

TO: Marcella Daehn
FROM: Jerry Gilligan
DATE: August 10, 1993
RE: 5017 Bedford - Vacation of Storm Sewer Easement

The present owners of 5017 Bedford have so far refused to execute the hold harmless agreement with respect to the partial vacation of a storm sewer easement on the property. Attached is a copy of a July 15th letter from the owners to the attorney for the seller indicating their refusal to sign the agreement.

Martin and Corinne Thomson

5017 Bedford Avenue
Edina, MN 55436

July 15, 1993

Mr. Jonathan Leaf
Berg and Leaf
Suite 330
904 Main Street,
Hopkins, MN 55343-7529

Re: 5017 Bedford Avenue, Edina, MN
"Hold harmless" Agreement

Dear Mr. Leaf:

This letter is to inform you that we (the "Buyers") will not sign the revised "Hold harmless" Agreement drafted by the City of Edina and enclosed with Jerome Gilligan's cover letter dated July 8, 1993.

We have been informed by our legal counsel that Equity Title Services, Inc. will not insure us for any loss or damage arising from or incurred by "City Work" as defined by the "Hold harmless" Agreement. In addition, it is our opinion that signing the agreement would be neither prudent nor in our best interest given the liabilities, stated within the Agreement, that the "Owners" must assume.

Sincerely,



Martin J. Thomson



Corinne A. Thomson

cc: Paul Ratzlaff, Equity Title Services, Inc.
Jerome P. Gilligan, Dorsey & Whitney
Laura W. Miller, Cargill, Inc.
Sean Gibbs, Attorney at Law

Check with

Fran

5/12/93 - Per Fran

no action to date -

Hold Completion

have no objection to the vacation request except Northern States Power must be able to continue use of its system along the back lot line.

Jonathan Leaf, Berg and Leaf, stated that he was the attorney representing James and Portia Reimer, former owners of the subject property, who now reside in Chile. He explained that at the time the garage was built it was assumed that a three foot easement existed rather than a five foot easement which was why the garage was built at that location.

Attorney Gilligan advised that the new owners of the property would have to sign the "hold harmless" agreement.

Member Paulus introduced the following resolution and moved adoption:

**RESOLUTION VACATING EASEMENT
FOR STORM SEWER PURPOSES**

IN THE CITY OF EDINA, HENNEPIN COUNTY, MINNESOTA

WHEREAS, a resolution of the City Council, adopted the 1st day of February, 1993, fixed a date for a public hearing on a proposed vacation of easement for storm sewer purposes; and

WHEREAS, two weeks published and posted notice of said hearing was given and the hearing was held on the 1st day of March, 1993, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, the Council deems it to be in the best interest of the City and of the public that said easement vacation be made; and

WHEREAS, the Council has considered the extent to which the vacation affects existing easements within the area of the vacation and the extent to which the vacation affects the authority of any person, corporation, or municipality owning or controlling electric, telephone or cable television poles and lines, gas and sewer lines, or water pipes, mains, and hydrants on or under the area of the proposed vacation, to continue maintaining the same, or to enter upon such easement area or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Edina, Hennepin County, Minnesota that the following described portion of the storm sewer easement be and is hereby vacated effective March 2, 1993:

**The South 2.5 feet of the North 5 feet of the East 25.5 feet of
Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County, Minnesota**

The City of Edina reserves in favor of Northern States Power Company the ability to maintain, replace, repair and remove its electric power line along the back lot line.

The City Clerk is authorized and directed to cause a notice of completion of proceedings to be prepared entered in the transfer of record of the County Auditor, and filed with the County Recorder, in accordance with Minnesota Statutes, Section 412.851.

Motion for adoption of the resolution was seconded by Member Kelly.

Rollcall:

Ayes: Kelly, Paulus, Smith, Richards

Resolution adopted.

PUBLIC HEARING HELD; DRAINAGE AND UTILITY EASEMENT VACATED ON LOT 11, AUDITOR'S SUBDIVISION NO. 325 (MARK DALQUIST ADDITION) Affidavits of Notice were presented, approved and ordered placed on file.

Presentation by Engineer

Engineer Hoffman presented the petition to vacate utility and drainage easements on Lot 11, Auditor's Subdivision No. 325. He explained that the request results from the platting of the Mark Dalquist Addition. Existing utility and drainage easements on the old Lot 11, Auditor's Subdivision No. 325 need to be vacated, subject to new easements on the filing of the new Mark Dalquist Addition plat.

DORSEY & WHITNEY

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

350 PARK AVENUE
NEW YORK, NEW YORK 10022
(212) 415-9200

1330 CONNECTICUT AVENUE, N. W.
WASHINGTON, D. C. 20036
(202) 857-0700

3 GRACECHURCH STREET
LONDON EC3V 0AT, ENGLAND
44-71-929-3334

36, RUE TRONCHET
75009 PARIS, FRANCE
33-1-42-66-59-49

35 SQUARE DE MEEÛS
B-1040 BRUSSELS, BELGIUM
32-2-504-46-11

220 SOUTH SIXTH STREET
MINNEAPOLIS, MINNESOTA 55402-1498

(612) 340-2600
TELEX 29-0605
FAX (612) 340-2868

JEROME P. GILLIGAN
(612) 340-2962

July 8, 1993

201 FIRST AVENUE, S. W., SUITE 340
ROCHESTER, MINNESOTA 55902
(507) 288-3156

1200 FIRST INTERSTATE CENTER
BILLINGS, MONTANA 59103
(406) 252-3800

507 DAVIDSON BUILDING
GREAT FALLS, MONTANA 59401
(406) 727-3632

127 EAST FRONT STREET
MISSOULA, MONTANA 59802
(406) 721-6025

801 GRAND, SUITE 3900
DES MOINES, IOWA 50309
(515) 283-1000

Ms. Laura W. Miller
Cargill, Incorporated
Law Department
P.O. Box 9300
Minneapolis, MN 55440-9300

Mr. Jonathan Leaf
Berg and Leaf
904 Mainstreet, Suite #330
Hopkins, MN 55343-7529

Re: 5017 Bedford Avenue

Dear Ms. Miller and Mr. Leaf:

Enclosed is a revised draft of the "hold harmless" Agreement in connection with the partial vacation by the City of Edina of the easement at 5017 Bedford Avenue. The Agreement has been revised to delete references in paragraph 3 to the City removing or destroying the garage. After reviewing the terms of the Agreement with the City it was determined that any repair to the storm sewer pipe would not necessitate removal of the garage and, therefore, there was no need to include this language in the Agreement.

I believe that the City has always made it clear to Mr. Leaf that the potential exists for some damage to the north wall of the garage in the event work is needed to be done by the City on the storm sewer pipe. It was for that reason that the "hold harmless" Agreement was required by the City as a condition for vacating a portion of the easement. If this condition was not acceptable, Mr. Leaf should not have proceeded with the request for vacation of the easement.

Both of you have asserted that the City approved the location of the garage on the City's easement. This is not the case. The Reimers selected the

DORSEY & WHITNEY

Page -2-

Ms. Laura W. Miller

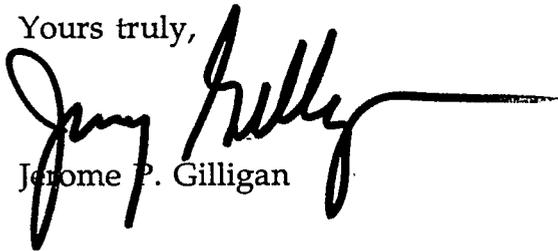
Mr. Jonathan Leaf

July 8, 1993

location of the garage and they or their builder applied to the City for a building permit. The issuance by the City of the building permit for the garage did not constitute an "approval" by the City for the garage to encroach on the City's easement.

If you have any questions or comments concerning this matter, please give me a call.

Yours truly,

A handwritten signature in black ink, appearing to read "Jerome P. Gilligan", with a long horizontal line extending to the right.

Jerome P. Gilligan

JPG:cmn

Enclosure

cc: Fran Hoffman

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1993, by and between CITY OF EDINA, a Minnesota municipal corporation (hereinafter called "City"), and MARTIN J. THOMSON AND CORINNE A. THOMSON, husband and wife (hereinafter called "Owner," whether one or more).

WITNESSETH, THAT:

WHEREAS, Owner is the owner of the property situated in Edina, Hennepin County, Minnesota, described on Exhibit A attached hereto (hereinafter called "Subject Property"); and

WHEREAS, the Subject Property is subject to a dedicated storm sewer easement now of record in favor of the City (hereinafter called the "Easement"); and

WHEREAS, the portion of the Subject property subject to the Easement is herein called the "Original Easement Area"; and

WHEREAS, a garage has been constructed (hereinafter called the "Garage") under, on and over the Original Easement Area, and a sketch showing the approximate location of the Garage is attached as Exhibit B hereto; and

WHEREAS, the Garage was located under, on and over the Original Easement Area without the prior consent of the City and such use of the Original Easement Area is not allowed without the City's consent; and

WHEREAS, the City has been requested to vacate the portion of the Original Easement Area on which the Garage is located; and

WHEREAS, the City is willing to vacate the South 2.5 feet of the North 5 feet of the East 25.5 feet of the Subject Property (hereinafter called the "Vacated Easement Area") on the terms and conditions hereinafter set out; and

WHEREAS, the Original Easement Area, less the Vacated Easement Area is herein called the "Easement Area".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set out, and, as to the Owner, in consideration of the vacation by the City of the Vacated Easement Area, the parties hereto do hereby agree as follows:

1. The vacation of the Vacated Easement Area shall not affect any rights of the City to occupy, use, maintain, construct, reconstruct, repair, and replace any and all of its pipes, lines, utilities, and other facilities now or hereafter on, over,

or under the Easement Area (hereinafter called "City Facilities"). The City shall have full access at all times on and over the Easement Area with such personnel and equipment as it deems necessary for the doing of any work it deems necessary to construct, reconstruct, maintain, repair, and replace any or all of the City Facilities (hereinafter called "City Work").

2. The Owner shall use all due care in doing any repair or alteration of the Garage (hereinafter called "Owner Work") to prevent damage to any of the City Facilities and to prevent interruption of service provided by the City Facilities. The Owner agrees to report immediately to the City any damage to or interruption of service provided by any of the City Facilities caused by any Owner Work.

3. Any entry by the City upon the Easement Area for the doing of the City Work shall be done in such a manner as to do as little damage as possible to the Garage; however, it is specifically understood and agreed that the City shall not be liable for, and the Owner hereby waives any claim for, damage or injury to any portion or all of the Garage, and for damages due to loss of use or interruption of use, resulting from or caused by the City Work, and whether or not caused by the negligence of the City, or any of its contractors, subcontractors, employees, agents, or representatives, in doing the City Work. The Owner agrees that the repair or rebuilding of any of the Garage that may be damaged by the City in connection with the City Work shall be done at the sole cost and expense of the Owner and without cost or expense of any kind to the City.

4. The Owner agrees that it will indemnify and hold harmless the City from and against any and all loss, cost, damage, and expense, including reasonable attorneys' fees, resulting from or claimed to result from any of the Owner Work or the location, existence, or use of any of the Garage, including, without limitation, all costs and expenses incurred (i) in repairing any of the City Facilities damaged by the Owner Work occurring after January 4, 1993; (ii) as extra cost in doing any of the City Work because of the Garage being located upon the Original Easement Area, and such cost as the City may incur in attempting to protect any of the Garage from damage in connection with the doing of any of the City Work, and (iii) in making any extraordinary excavations or using extraordinary construction methods in attempting to protect the Garage. The Owner further agrees to pay any costs and expenses required to be paid by the Owner to the City under this Agreement within ten (10) days after receipt of a statement from the City setting forth such costs and expenses, and if not paid within said 10-day period, the amount of such statement shall bear interest at ten (10%) percent per annum from the end of said 10-day period until paid, and the Owner also agrees to pay all costs of collection, including reasonable attorneys' fees, whether suit be brought or not, and interest at the highest rate then allowed by law, or, if no maximum rate is applicable, then at the rate of twelve (12%) percent per annum on all such costs from the date incurred until paid.

5. If any term, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision, and condition to persons or circumstances other than those at to whom it shall be held invalid or unenforceable shall not be affected thereby, and this agreement, and all the terms, provisions, and conditions hereof, shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

6. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to any officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the parties at the following addresses:

To City: 4801 West 50th Street
Edina, Minnesota 55424
Attention: City Manager

To Owner: 5017 Bedford Avenue
Edina, Minnesota 55436

Such addresses may be changed by either party upon notice to the other party given as herein provided.

7. The terms and provisions hereof shall be binding upon the parties hereto, and their respective successors and assigns, and shall run with the title to the Subject Property and Easement Area, and be binding upon all present and future owners of the Subject Property and all present and future holders of the rights of the City under the Easement and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

CITY OF EDINA

By _____
Its Mayor

And _____
Its Manager

Martin J. Thomson

Corinne A. Thomson

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ and _____, the Mayor and City Manager, respectively, of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Martin J. Thomson and Corinne A. Thomson, husband and wife.

Notary Public

THIS INSTRUMENT IS EXEMPT FROM STATE DEED TAX.

Drafted by:
DORSEY & WHITNEY
2200 First Bank Place East
Minneapolis, Minnesota 55402

EXHIBIT A

Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County,
Minnesota.

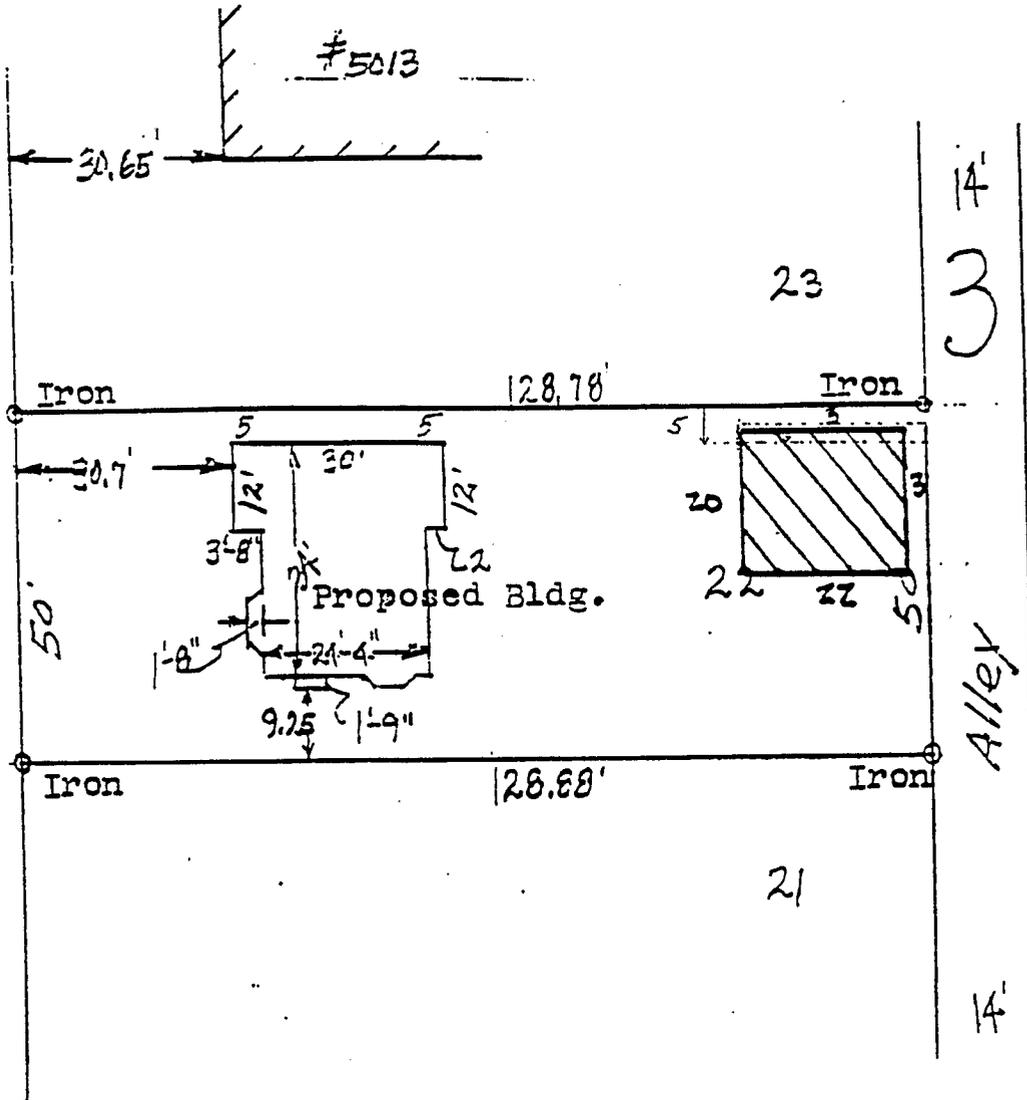
M. J. BERSCHIED
 ARCHITECT AND ENGINEER

PHONE DREXEL 4593
 3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.

EXHIBIT B

5017 Bedford Ave. 60'



5017

I hereby certify that the above is a true and correct plat of a survey of lot 22, block 3, Brookside Heights, as surveyed by me the 6th. day of November 1946.

M. J. Berscheid
 Surveyor.

Marked Copy
7-8-93

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1993, by and between CITY OF EDINA, a Minnesota municipal corporation (hereinafter called "City"), and MARTIN J. THOMSON AND CORINNE A. THOMSON, husband and wife (hereinafter called "Owner," whether one or more).

WITNESSETH, THAT:

WHEREAS, Owner is the owner of the property situated in Edina, Hennepin County, Minnesota, described on Exhibit A attached hereto (hereinafter called "Subject Property"); and

WHEREAS, the Subject Property is subject to a dedicated storm sewer easement now of record in favor of the City (hereinafter called the "Easement"); and

WHEREAS, the portion of the Subject property subject to the Easement is herein called the "Original Easement Area"; and

WHEREAS, a garage has been constructed (hereinafter called the "Garage") under, on and over the Original Easement Area, and a sketch showing the approximate location of the Garage is attached as Exhibit B hereto; and

WHEREAS, the Garage was located under, on and over the Original Easement Area without the prior consent of the City and such use of the Original Easement Area is not allowed without the City's consent; and

WHEREAS, the City has been requested to vacate the portion of the Original Easement Area on which the Garage is located; and

WHEREAS, the City is willing to vacate the South 2.5 feet of the North 5 feet of the East 25.5 feet of the Subject Property (hereinafter called the "Vacated Easement Area") on the terms and conditions hereinafter set out; and

WHEREAS, the Original Easement Area, less the Vacated Easement Area is herein called the "Easement Area".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set out, and, as to the Owner, in consideration of the vacation by the City of the Vacated Easement Area, the parties hereto do hereby agree as follows:

1. The vacation of the Vacated Easement Area shall not affect any rights of the City to occupy, use, maintain, construct, reconstruct, repair, and replace any and all of its pipes, lines, utilities, and other facilities now or hereafter on, over,

or under the Easement Area (hereinafter called "City Facilities"). The City shall have full access at all times on and over the Easement Area with such personnel and equipment as it deems necessary for the doing of any work it deems necessary to construct, reconstruct, maintain, repair, and replace any or all of the City Facilities (hereinafter called "City Work").

2. The Owner shall use all due care in doing any repair or alteration of the Garage (hereinafter called "Owner Work") to prevent damage to any of the City Facilities and to prevent interruption of service provided by the City Facilities. The Owner agrees to report immediately to the City any damage to or interruption of service provided by any of the City Facilities caused by any Owner Work.

3. Any entry by the City upon the Easement Area for the doing of the City Work shall be done in such a manner as to do as little damage as possible to the Garage; however, it is specifically understood and agreed that the City shall not be liable for, and the Owner hereby waives any claim for, damage or injury to any portion or all of the Garage, and for damages due to loss of use or interruption of use, resulting from or caused by the City Work, and whether or not caused by the negligence of the City, or any of its contractors, subcontractors, employees, agents, or representatives, in doing the City Work. ~~The~~ Owner agrees that the repair ~~or~~ rebuilding of any of the Garage that may be damaged ~~by~~ the City in connection with the City Work shall be done at the sole cost and expense of the Owner and without cost or expense of any kind to the City.

4. The Owner agrees that it will indemnify and hold harmless the City from and against any and all loss, cost, damage, and expense, including reasonable attorneys' fees, resulting from or claimed to result from any of the Owner Work or the location, existence, or use of any of the Garage, including, without limitation, all costs and expenses incurred (i) in repairing any of the City Facilities damaged by the Owner Work occurring after January 4, 1993; (ii) as extra cost in doing any of the City Work because of the Garage being located upon the Original Easement Area, and such cost as the City may incur in attempting to protect any of the Garage from damage in connection with the doing of any of the City Work, and (iii) in making any extraordinary excavations or using extraordinary construction methods in attempting to protect the Garage. The Owner further agrees to pay any costs and expenses required to be paid by the Owner to the City under this Agreement within ten (10) days after receipt of a statement from the City setting forth such costs and expenses, and if not paid within said 10-day period, the amount of such statement shall bear interest at ten (10%) percent per annum from the end of said 10-day period until paid, and the Owner also agrees to pay all costs of collection, including reasonable attorneys' fees, whether suit be brought or not, and interest at the highest rate then allowed by law, or, if no maximum rate is applicable, then at the rate of twelve (12%) percent per annum on all such costs from the date incurred until paid.

5. If any term, condition, or provision of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, provision, and condition to persons or circumstances other than those at to whom it shall be held invalid or unenforceable shall not be affected thereby, and this agreement, and all the terms, provisions, and conditions hereof, shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

6. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to any officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the parties at the following addresses:

To City: 4801 West 50th Street
Edina, Minnesota 55424
Attention: City Manager

To Owner: 5017 Bedford Avenue
Edina, Minnesota 55436

Such addresses may be changed by either party upon notice to the other party given as herein provided.

7. The terms and provisions hereof shall be binding upon the parties hereto, and their respective successors and assigns, and shall run with the title to the Subject Property and Easement Area, and be binding upon all present and future owners of the Subject Property and all present and future holders of the rights of the City under the Easement and this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

CITY OF EDINA [^]

By _____
Its Mayor

And _____
Its Manager

Martin J. Thomson

^Corinne A. Thomson

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by _____ and _____, the Mayor and City Manager, respectively, of the City of Edina, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 1993, by Martin J. Thomson and Corinne A. Thomson, husband and wife.

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THIS INSTRUMENT IS EXEMPT FROM STATE DEED TAX.

Drafted by:
DORSEY & WHITNEY
2200 First Bank Place East
Minneapolis, Minnesota 55402

EXHIBIT A

Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County,
Minnesota.

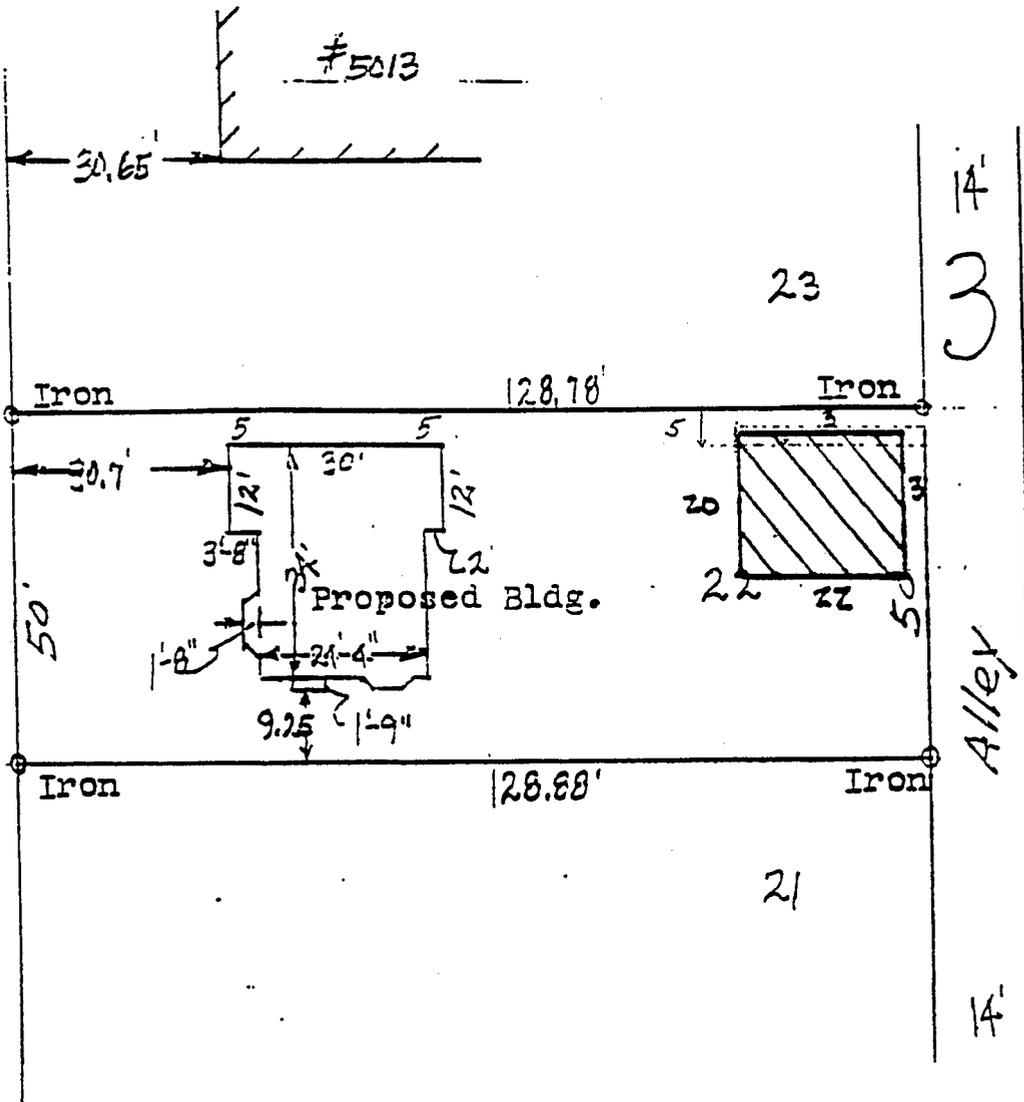
M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.

EXHIBIT B

5017 Bedford Ave. 60'



5017

I hereby certify that the above is a true and correct plat of a survey of lot 22, block 3, Brookside Heights, as surveyed by me the 6th. day of November 1946.

M. J. Berschied
Surveyor.

829-4509

CITY OF EDINA
4801 W. 50TH STREET
EDINA, MINNESOTA 55424

STREET AND/OR EASEMENT VACATION REVIEW

CITY ENGINEER by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
MINNEGASCO by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
NSP by <u>S. Fraser</u> ^{Wk}	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input checked="" type="checkbox"/>	Conditional
<u>Wayne Karlsrud 829-4540</u>	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
PARAGON CABLE by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
U.S. WEST by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional

CONDITIONS: NSP needs to be able to maintain its power pole and line
at this location.

LOCATION: LOT 22, BLOCK 3, BROOKSIDE HEIGHTS
5017 BEDFORD AVENUE

PLEASE SIGN AND RETURN TO INDICATE RECEIPT OF NOTICE

Return to: City Clerk
City of Edina
4801 W. 50th Street
Edina, MN 55424



City of Edina

**NOTICE OF PUBLIC HEARING
ON VACATION OF STORM SEWER EASEMENT
IN THE CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Edina, Hennepin County, Minnesota, will meet at the Edina City Hall, 4801 West 50th Street on March 1, 1993 at 7:00 P.M., for the purpose of holding a public hearing on the proposed vacation of the following easement for storm sewer purposes:

The South 2.5 feet of the North 5 feet of the East 25.5 feet of Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County, Minnesota

All persons who desire to be heard with respect to the question of whether or not the above proposed easement vacation is in the public interest and should be made shall be heard at said time and place. The Council shall consider the extent to which such proposed easement vacation affects existing easements within the area of the proposed vacation and the extent to which the vacation affects the authority of any person, corporation, or municipality owning or controlling electric, telephone or cable television poles and lines, gas and sewer lines, or water pipes, mains, and hydrants on or under the area of the proposed vacation, to continue maintaining the same or to enter upon such easement area or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto, for the purpose of specifying, in any such vacation resolution, the extent to which any or all of any such easement, and such authority to maintain, and to enter upon the area of the proposed vacation, shall continue.

BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

2/10/93

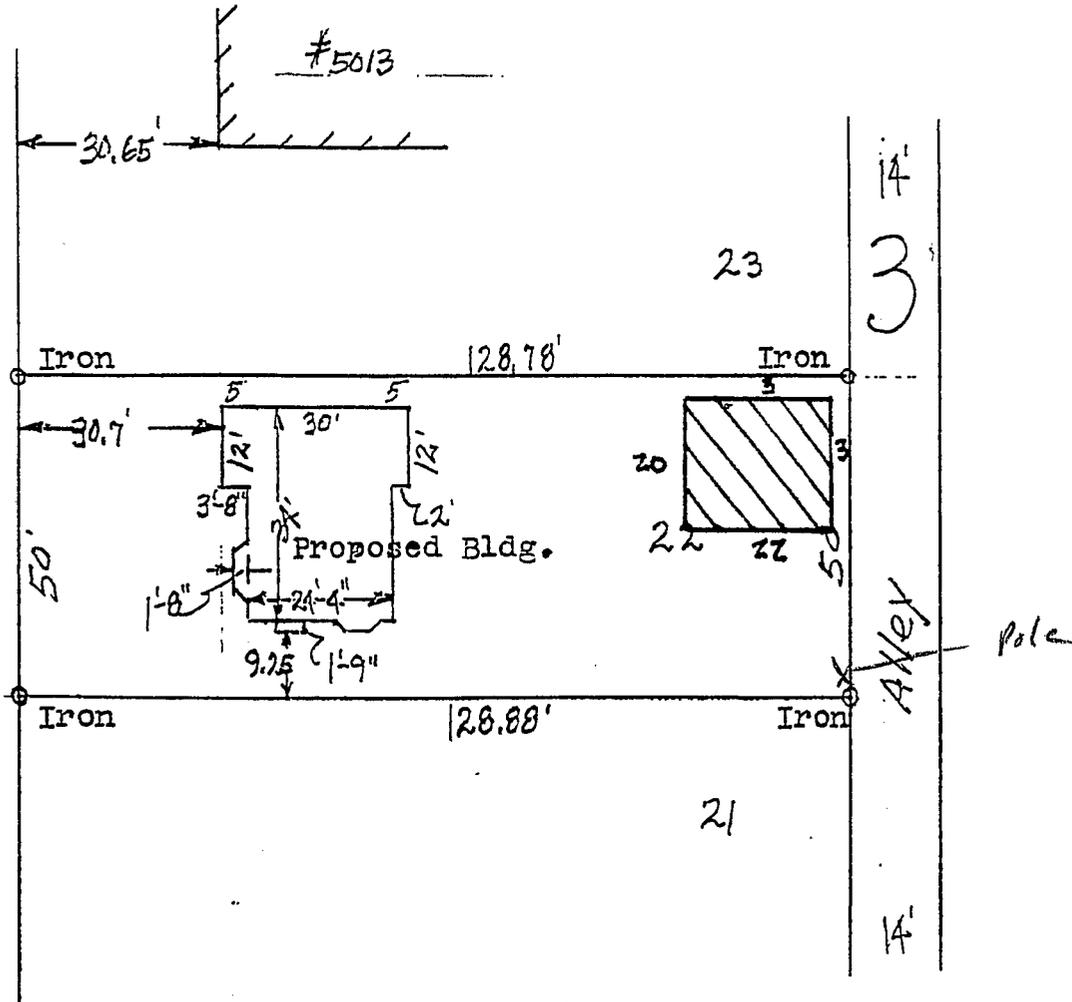
283-46-E.

M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.

5017 Bedford Ave. 60'



5017

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M. J. Berschied
Surveyor.



City of Edina

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BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

2/10/93

283-46-E.

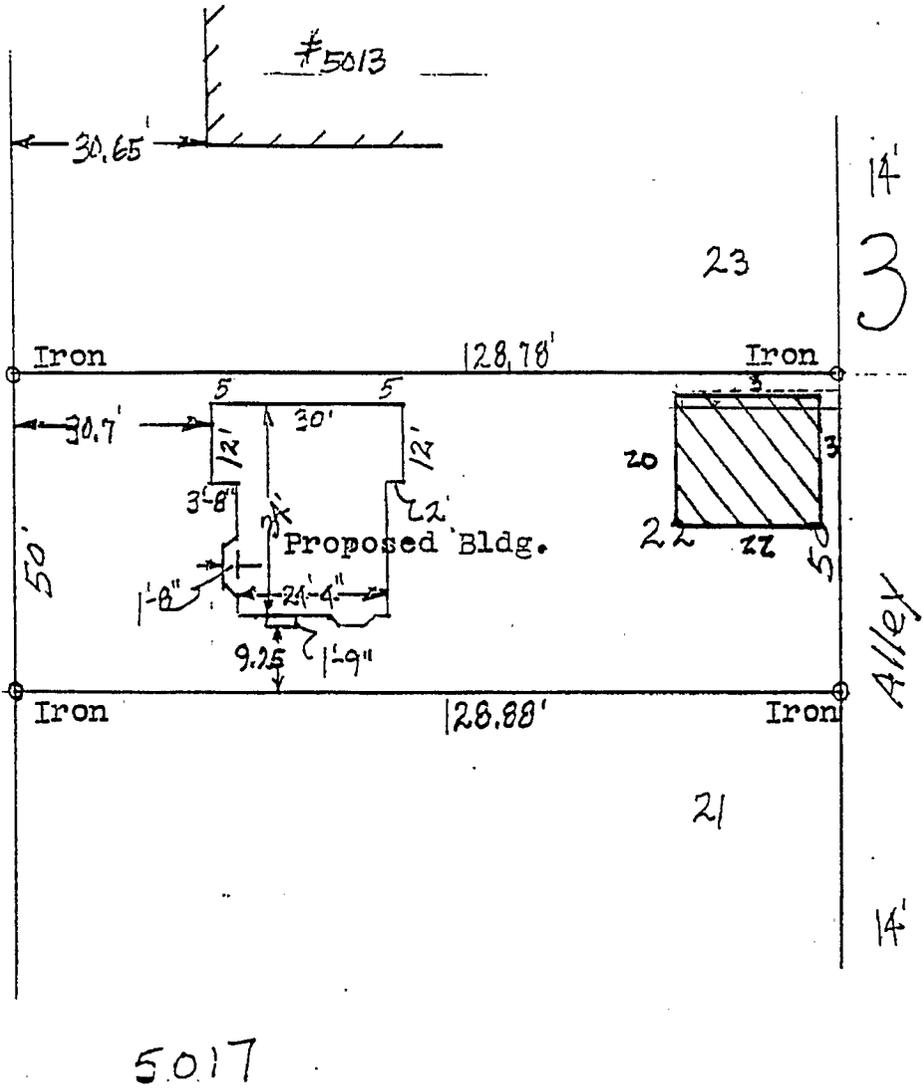
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ARCHITECT AND ENGINEER

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5017 Bedford Ave.



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M. J. Berschied
Surveyor.

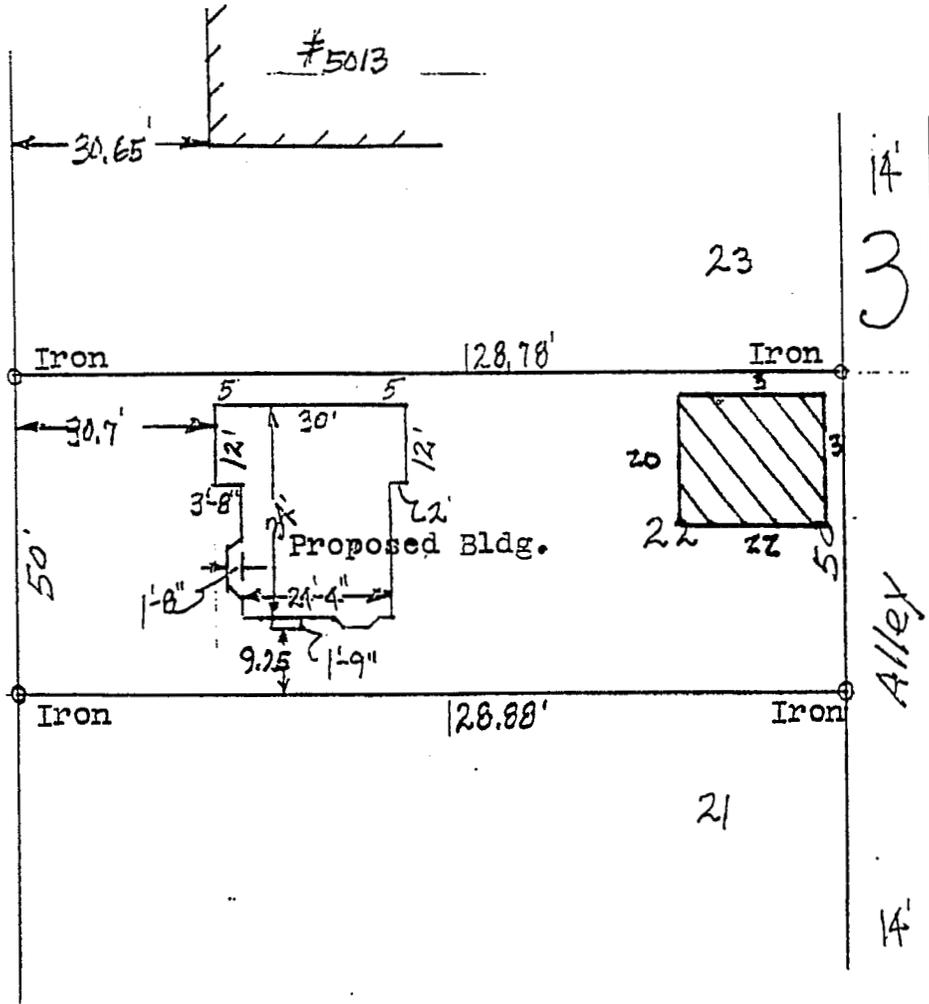
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M. J. BERSCHIED
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PHONE DREXEL 4593
3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.

5017 Bedford Ave. 60'



5017

I hereby certify that the above is a true and correct plat of a survey of lot 22, block 3, Brookside Heights, as surveyed by me the 6th. day of November 1946.

M. J. Berschied
Surveyor.

CITY OF EDINA
4801 W. 50TH STREET
EDINA, MINNESOTA 55424

STREET AND/OR EASEMENT VACATION REVIEW

CITY ENGINEER by _____ Acceptable Opposed Conditional

MINNEGASCO by _____ Acceptable Opposed Conditional

NSP by _____ Acceptable Opposed Conditional

PARAGON CABLE by _____ Acceptable Opposed Conditional

U.S. WEST by _____ Acceptable Opposed Conditional

CONDITIONS: Subject to a hold harmless agreement
being executed for any work City
may do on storm sewer

LOCATION: LOT 22, BLOCK 3, BROOKSIDE HEIGHTS
5017 BEDFORD AVENUE

PLEASE SIGN AND RETURN TO INDICATE RECEIPT OF NOTICE

Return to: City Clerk
City of Edina
4801 W. 50th Street
Edina, MN 55424

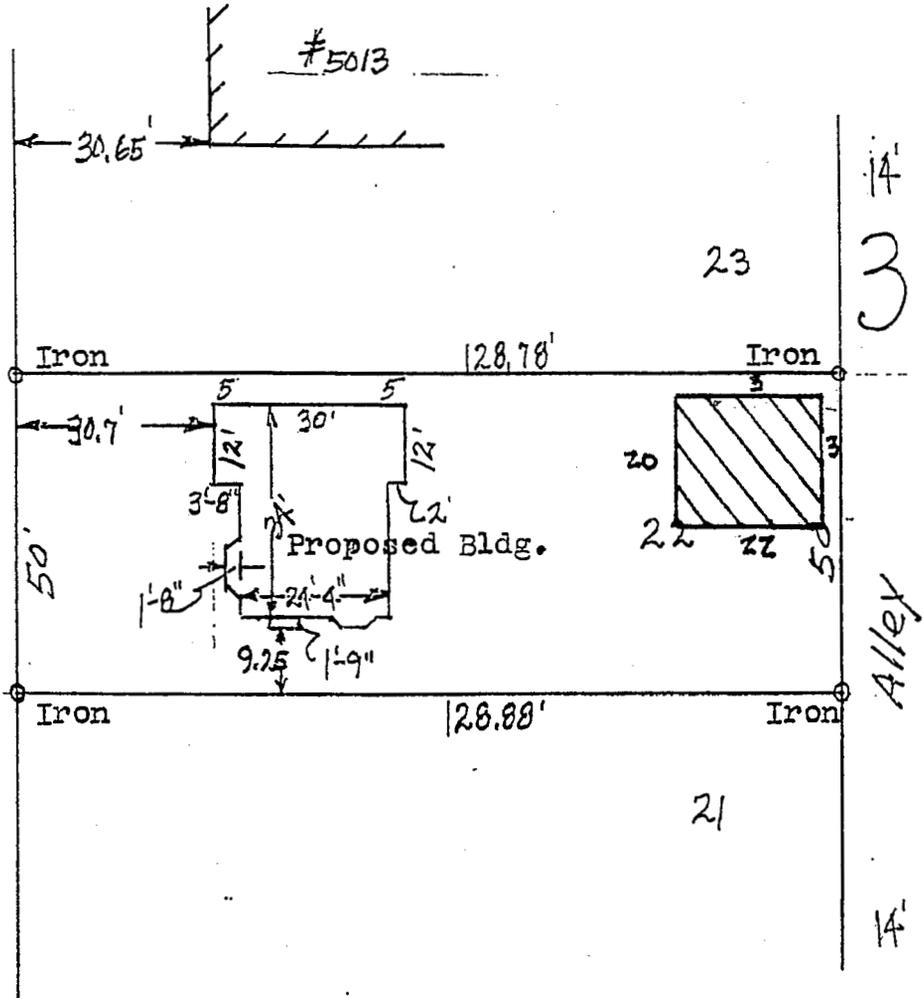
283-46-E.

M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
3644-22ND AVE. So.

MINNEAPOLIS 7, MINN.

5017 Bedford Ave. 60'



5017

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Surveyor.

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4801 W. 50TH STREET
EDINA, MINNESOTA 55424

STREET AND/OR EASEMENT VACATION REVIEW

CITY ENGINEER by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
MINNEGASCO by <u>Steve Van Buren</u> 2-17-93	<input checked="" type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
NSP by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
PARAGON CABLE by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
U.S. WEST by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional

CONDITIONS: _____

LOCATION: LOT 22, BLOCK 3, BROOKSIDE HEIGHTS

 5017 BEDFORD AVENUE

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CITY OF EDINA
4801 W. 50TH STREET
EDINA, MINNESOTA 55424

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MINNEGASCO by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
NSP by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
PARAGON CABLE by <u>Mark Keese</u>	<input checked="" type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
U.S. WEST by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional

CONDITIONS: _____

LOCATION: _____
 LOT 22, BLOCK 3, BROOKSIDE HEIGHTS
 5017 BEDFORD AVENUE

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EDINA, MINNESOTA 55424

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MINNEGASCO by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
NSP by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
PARAGON CABLE by _____	<input type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional
U.S. WEST by _____	<input checked="" type="checkbox"/>	Acceptable	<input type="checkbox"/>	Opposed	<input type="checkbox"/>	Conditional

CONDITIONS: _____

LOCATION: _____
LOT 22, BLOCK 3, BROOKSIDE HEIGHTS

5017 BEDFORD AVENUE

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Return to: City Clerk
City of Edina
4801 W. 50th Street
Edina, MN 55424

*By Cary O. Schmidt
US West Communications
Engr. - NETS, Ph 569-2128*



City of Edina

**NOTICE OF PUBLIC HEARING
ON VACATION OF STORM SEWER EASEMENT
IN THE CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA**

NOTICE IS HEREBY GIVEN that the City Council of the City of Edina, Hennepin County, Minnesota, will meet at the Edina City Hall, 4801 West 50th Street on March 1, 1993 at 7:00 P.M., for the purpose of holding a public hearing on the proposed vacation of the following easement for storm sewer purposes:

The South 2.5 feet of the North 5 feet of the East 25.5 feet of
Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County, Minnesota

All persons who desire to be heard with respect to the question of whether or not the above proposed easement vacation is in the public interest and should be made shall be heard at said time and place. The Council shall consider the extent to which such proposed easement vacation affects existing easements within the area of the proposed vacation and the extent to which the vacation affects the authority of any person, corporation, or municipality owning or controlling electric, telephone or cable television poles and lines, gas and sewer lines, or water pipes, mains, and hydrants on or under the area of the proposed vacation, to continue maintaining the same or to enter upon such easement area or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto, for the purpose of specifying, in any such vacation resolution, the extent to which any or all of any such easement, and such authority to maintain, and to enter upon the area of the proposed vacation, shall continue.

BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

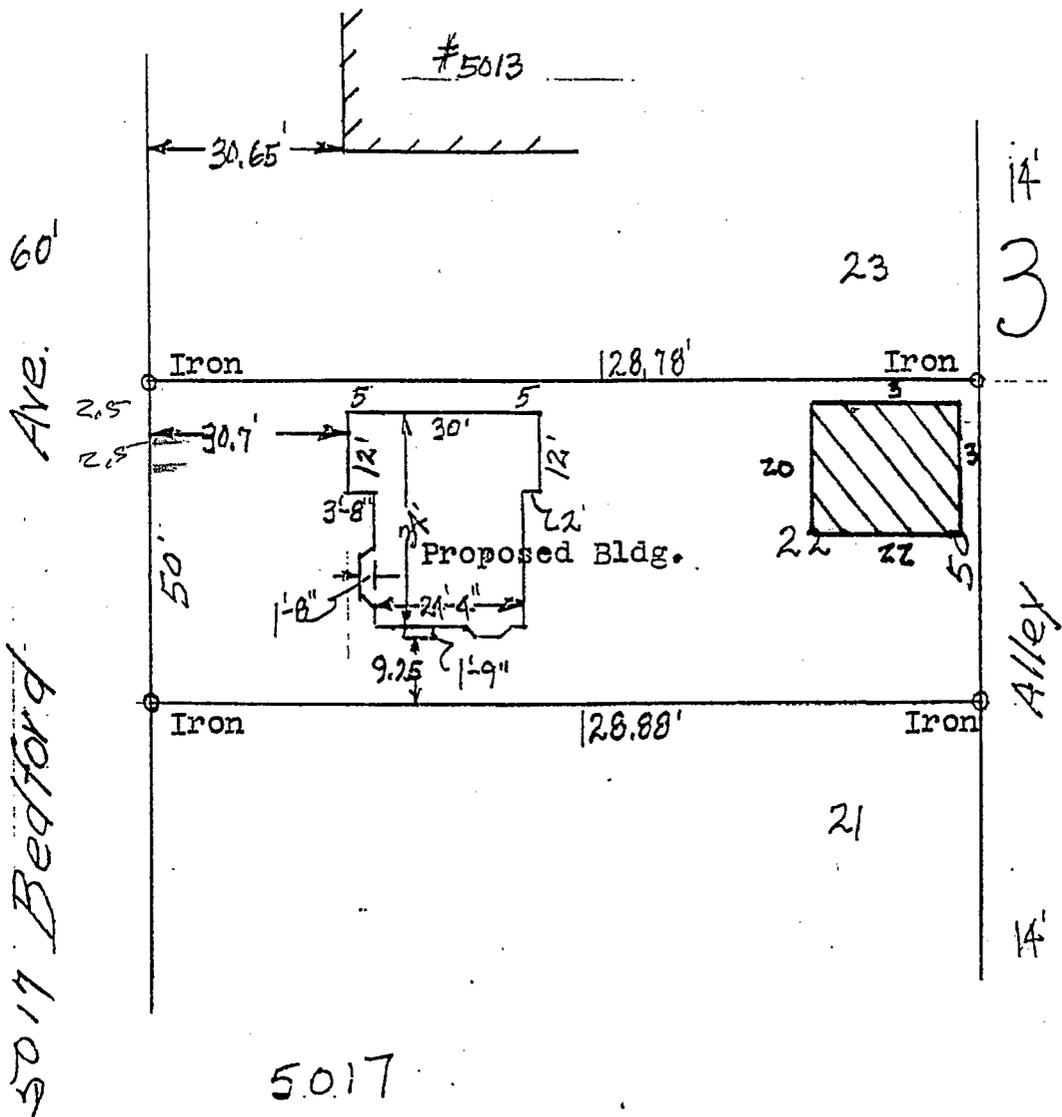
2/10/93

283-46-E.

M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.



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M. J. Berschied
Surveyor.



AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
ss.
COUNTY OF HENNEPIN)

L.J. Canning, being duly sworn on an oath says that he/she is the publisher or authorized agent and employee of the publisher of the newspaper known as Edina Sun-Current, and has full knowledge of the facts which are stated below.

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

(B) The printed Notice of Public Hearing, which is attached was cut from the columns of said newspaper, and was printed and published once each week,

for two successive weeks; it was first published on Wednesday, the 10 day of February, 19 93, and was thereafter printed and published on every Wednesday to and including Wednesday, the 17 day of February, 19 93; and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice:

abcdefghijklmnopqrstuvwxyz

BY: L.J. Canning
TITLE: General Manager

Acknowledged before me on this 17 day of February, 19 93.

Notary Public MERIDEL M. HEDBLOM
Notary Public Minnesota
HENNEPIN COUNTY
My Commission Expires Jul, 16, 1998

RATE INFORMATION

Table with 2 columns: Description of rate and Amount. (1) Lowest classified rate paid by commercial users for comparable space: \$ 1.60 per line. (2) Maximum rate allowed by law for the above matter: \$ 968¢ per line. (3) Rate actually charged for the above matter: \$ 72¢ per line.

of Edina
(Official Publication)
CITY OF EDINA
4801 WEST 50TH STREET
EDINA, MINNESOTA 5521

NOTICE OF PUBLIC HEARING ON VACATION OF STORM SEWER EASEMENT IN THE CITY OF EDINA HENNEPIN COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Edina, Hennepin County, Minnesota, will meet at the Edina City Hall, 4801 West 50th Street on March 1, 1993 at 7:00 P.M., for the purpose of holding a public hearing on the proposed vacation of the following easement for storm sewer purposes:

The South 2.5 feet of the North 5 feet of the East 25.5 feet of Lot 22, Block 3, BROOKSIDE HEIGHTS, Hennepin County, Minnesota

All persons who desire to be heard with respect to the question of whether or not the above proposed easement vacation is in the public interest and should be made shall be heard at said time and place. The Council shall consider the extent to which such proposed easement vacation affects existing easements within the area of the proposed vacation and the extent to which the vacation affects the authority of any person, corporation, or municipality owning or controlling electric, telephone or cable television poles and lines, gas and sewer lines, or water pipes, mains, and hydrants on or under the area of the proposed vacation, to continue maintaining the same or to enter upon such easement area or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereto, for the purpose of specifying, in any such vacation resolution, the extent to which any or all of any such easement, and such authority to maintain, and to enter upon the area of the proposed vacation, shall continue.

BY ORDER OF THE EDINA CITY COUNCIL MARCELLA M. DAEHN City Clerk

(Feb. 10 & 17, 1993)-ED

(Official Publication)

CITY OF EDINA
4801 WEST 50TH STREET
EDINA, MINNESOTA 55424

**NOTICE OF PUBLIC HEARING
ON VACATION OF STORM SEWER EASEMENT
IN THE CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA**

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BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

2/10/93

Publish in the Edina Sun-Current on February 10 and 17, 1993
Send two Affidavits of Publication

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

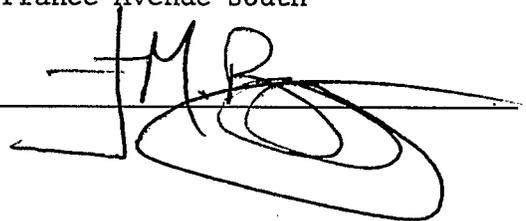
AFFIDAVIT OF POSTING NOTICE OF HEARING ON
VACATION OF STORM SEWER EASEMENT
LOT 22, BLOCK 3, BROOKSIDE HEIGHTS
5017 BEDFORD AVENUE

The undersigned, being first duly sworn, upon oath deposes and says that he/she is a duly appointed and acting Police Officer for the City of Edina, Hennepin County, Minnesota, and that on February 11, 1993 he/she posted the Notice of Hearing on the vacation described above to be held on March 1, 1993, a true and correct copy of which is attached hereto, at each of the official City bulletin boards located at conspicuous places within the City as follows:

- 1) City Hall, 4801 West 50th Street
- 2) Municipal Liquor Store, 50th and France Business Area
- 3) Centennial Lakes Park Centrum, 7499 France Avenue South

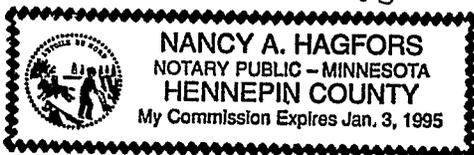
Dated 2/11/93

Signed _____



Signed and sworn to before me, a Notary Public in and for Hennepin County, Minnesota, this 11th day of FEBRUARY, 1993.

Nancy A. Hagfors





City of Edina

**NOTICE OF PUBLIC HEARING
ON VACATION OF STORM SEWER EASEMENT
IN THE CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA**

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BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

2/10/93

1/1/74

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS
CITY OF EDINA)

CERTIFICATE OF MAILING NOTICE

I, the undersigned, being the duly qualified acting City Clerk of the City of Edina, Minnesota, hereby certify that on the following date February 8, 19 93, acting on behalf of said City I deposited in the United States mail copies of the attached Notice of Public Hearing - Vacation of Storm Sewer Easement - 5017 Bedford Av (Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B) attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date at least 10 days prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

Name

Address

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

WITNESS my hand and seal of said City this _____ day of

_____, 19 _____.

Edina City Clerk

MAILING LIST FOR STORM SEWER VACATION: LOT 22, BLOCK 3, BROOKSIDE HEIGHTS

28-117-21-32-0056

Deborah A. Hoffman
5013 Bedford Avenue
Edina MN 55436

0055

James N. Reimer
c/o Jonathan W. Leaf
Berg and Leaf
904 Mainstreet, Suite #330
Hopkins, Minnesota 55343-7529

0054

Ruth E. Halverson
5021 Bedford Avenue
Edina MN 55436

Steven Von Barga
Minnegasco, Inc.
700 Linden Ave. W.
P.O. Box 1165
Minneapolis MN 55440-1165

Stuart E. Fraser
NSP Normandale Division
5309 W. 70th Street
Edina MN 55435

Mark Kerksen
Paragon Cable
10210 Crosstown Circle
Eden Prairie MN 44344-3377

Steven Van Anman
U.S. West Communications
6344 Cedar Avenue So.
Richfield MN 55423

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ON VACATION OF STORM SEWER EASEMENT
IN THE CITY OF EDINA
HENNEPIN COUNTY, MINNESOTA**

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BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

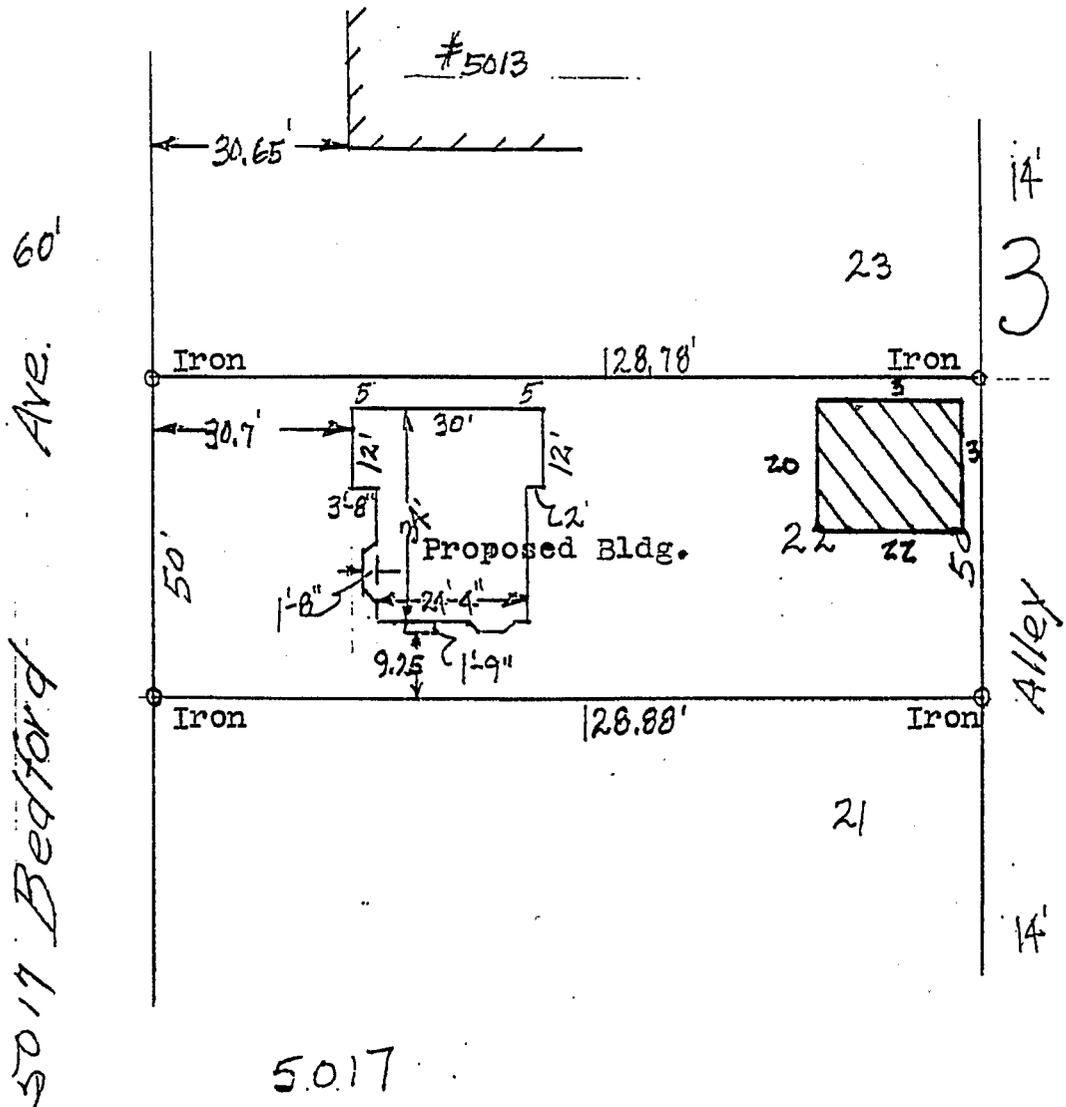
2/10/93

283-46-E.

M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
3644-22ND AVE. SO.

MINNEAPOLIS 7, MINN.



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M. J. Berschied
Surveyor.

CITY OF EDINA

PUBLIC RIGHT-OF-WAY VACATION APPLICATION

Date Initiated 1-27-93

1) I hereby petition the City Council of the City of Edina to vacate all of the following described public right-of-way:

<input type="checkbox"/> Street	<input type="checkbox"/> Alley	<input checked="" type="checkbox"/> Utility Easement Storm Sewer	100.00
<input type="checkbox"/> Drainage Easement	<input type="checkbox"/> Other _____ (describe)		01/27/93

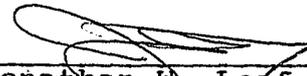
Legal description of area proposed to be vacated:

The South 2 feet of the North 5 feet of the East 23 feet of Lot 22,

Block 3, Brookside Heights, Hennepin County, Minnesota (5017 Bedford

Ave.) *See revised legal description attached*

Attached copy of scaled drawing showing in full detail the proposed vacation.

Signature 
 Address Jonathan W. Leaf, Attorney for
James Nolan Reimer & Portia
Guettner Reimer
 Telephone Berg and Leaf, 904 Mainstreet, #330
Hopkins, MN 55343-7529
(612) 935-3425 12106X

2) Review

CITY ENGINEER by _____ Acceptable Opposed Conditional

Conditions _____

MINNEGASCO by _____ Acceptable Opposed Conditional

Conditions _____

N.W. BELL by _____ Acceptable Opposed Conditional

Conditions _____

N.S.P. by _____ Acceptable Opposed Conditional

Conditions _____

BERG AND LEAF
ATTORNEYS AT LAW
904 MAINSTREET, SUITE #330
HOPKINS, MINNESOTA 55343-7529

NELSON W. BERG*
JONATHAN W. LEAF*
CHARLES M. GOLDSTEIN

TELEPHONE (612) 935-3425
FAX (612) 935-7981
*CERTIFIED REAL PROPERTY LAW SPECIALIST

February 3, 1993

Ms. Marcella Daehn
City Clerk
Edina City Hall
4801 West 50th St.
Edina, MN 55424

Re: 5017 Bedford Avenue
Lot 22, Block 3, Brookside Heights
Our File No.: 3-04-92-744

Dear Ms. Daehn:

After reviewing the plat drawing as well as the property, I believe that the proposed portion of the easement to be vacated should be described as follows: "The South 2.5 feet of the North 5 feet of the East 25.5 feet of Lot 22, Block 3, Brookside Heights, Hennepin County, Minnesota."

Thank you for catching my error on the East-West dimension. Please let me know if you see any other problems regarding this matter.

Very truly yours,

BERG and LEAF


Jonathan W. Leaf

JWL/ml

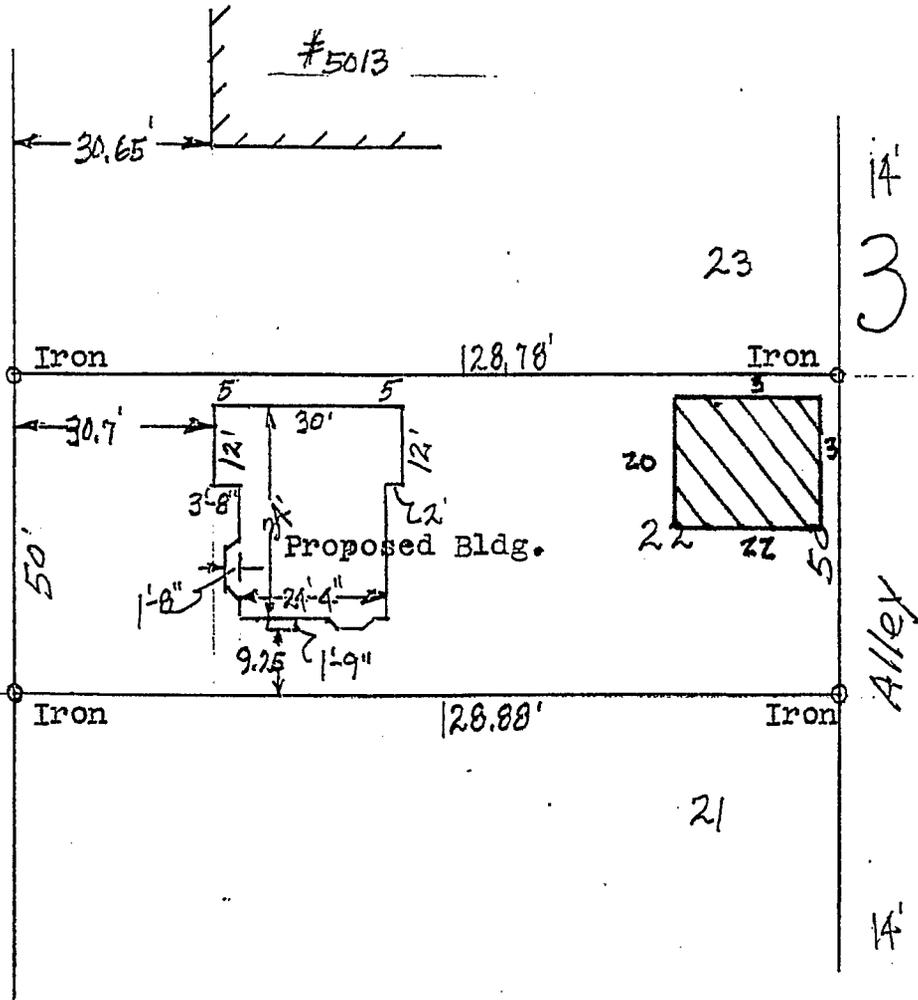
283-46-E.

M. J. BERSCHIED
ARCHITECT AND ENGINEER

PHONE DREXEL 4593
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MINNEAPOLIS 7, MINN.

5017 Bedford Ave. 60'



5017

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M. J. Berschied
Surveyor.

Vac 3193c

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BY ORDER OF THE EDINA CITY COUNCIL
Marcella M. Daehn
City Clerk

2/10/93

BERG AND LEAF
ATTORNEYS AT LAW
904 MAINSTREET, SUITE #330
HOPKINS, MINNESOTA 55343-7529

NELSON W. BERG*
JONATHAN W. LEAF*
CHARLES M. GOLDSTEIN

TELEPHONE (612) 935-3425
FAX (612) 935-7981
*CERTIFIED REAL PROPERTY LAW SPECIALIST

January 27, 1993

Ms. Marcella Deahn
City Clerk
Edina City Hall
4801 West 50th St.
Edina, MN 55424

Re: Public Right-of-Way Vacation Application
5017 Bedford Avenue
Our File No.: 3-04-92-744

Dear Ms. Deahn:

I am enclosing an Application for a partial vacation of the City's storm sewer easement on the above property. I am also enclosing a scaled drawing of Lot 22, Block 3, Brookside Heights including the garage that is at issue here.

At the time the garage was built in 1985, the garage was set back three feet from both the North and East property lines. The garage therefore encroaches two feet onto the City's storm sewer easement over the Northerly five feet of the Lot. I am enclosing for your information a copy of the building permit for the garage along with a copy of inspection notes dated October 3, 1985 which required the owners to relocate the garage three feet from the back property line. Apparently the garage slab was originally laid out only two feet from the property line.

In any event, it seems clear that at the time, everybody involved was under the impression that the storm sewer easement covered the Northerly three feet of the property and not the Northerly five feet. The two foot overlap has created a title problem for my clients, James and Portia Reimer.

The Reimers have sold the property and have moved to Chile. My clients, however, are still obligated to clear up the title problem. I have issued a letter of undertaking to Equity Title indicating that I will attempt to obtain from the City of Edina a partial vacation of the portion of the storm sewer easement directly under the existing garage building.

Page 2 of 2
Ms. Marcella Deahn
January 27, 1993

Finally, I am enclosing our check in the amount of \$100.00. Please let me know if anything else is needed to start this process. Thank you for your consideration of this matter.

Very truly yours,

BERG and LEAF



Jonathan W. Leaf

JWL/ml

enclosures

cc: Emily Scudder
James and Portia Reimer

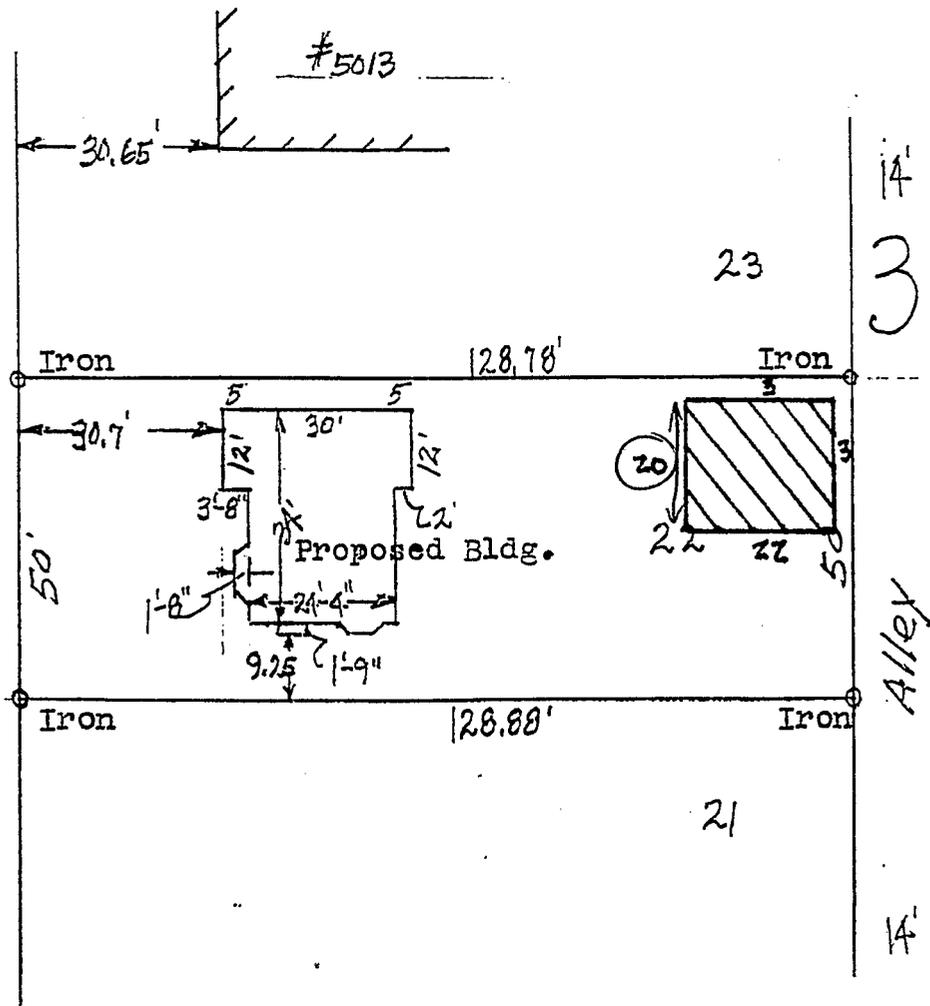
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M. J. BERSCHIED
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PHONE DREXEL 4593
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MINNEAPOLIS 7, MINN.

5017 Bedford Ave.



5017

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M. J. Berschied
Surveyor.

PINS NUMBER

BUILDING PERMIT

CITY OF EDINA

4801 WEST 50TH STREET • EDINA, MINNESOTA 55424 • 927-8861

1. SITE ADDRESS 5017 Bedford Road		BUILDING NAME		2. CONST. TYPE V-N	PERMIT NO. V-629
				3. GROUP M-1	DATE APPLIED FOR 9-24-85
				DATE OF PERMIT 9-25-85	

5. ARCHITECT'S NAME: **Western Construction Co.** ADDRESS: **5353 Wayzata Blvd. 546-3385** TEL. NO.

7. BUILDING DESCRIPTION AND USE

8. BUILDING FACES: NORTH EAST SOUTH WEST ON

9. SET) FRONT _____ FT. BACK _____ FT.
BACK) _____ SIDE _____ FT. SIDE _____ FT.

10. LOT SIZE X	11. BUILDING SIZE X	12. STORIES	13. FLOOR AREA SQ. FT.	14. FIRE ZONE <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3	15. DECLARED VALUE \$4,000
16. BLDG. DEPT. ESTIMATE \$4,000	17. STARTING DATE 9-24-85	18. FINISHING DATE 10-24-85	19. SOIL TESTS		19A. ELEVATOR NO.

20. LEGAL DESCRIPTION

21. MINIMUM ELEVATIONS: FOUNDATION TOP _____ FT. BSMT. FLOOR _____ FT. GARAGE FLOOR _____ FT.

21A. DRIVEWAY TO BE HARD SURFACE TO EXISTING TRAVELLED STREET

22. SPECIAL CONDITIONS
Call for footing inspection before pouring. Call for framing inspection if interior to be covered. Call for final.

FEES

PERMIT	\$	<u>44.50</u>
PLAN CHECK	\$	<u>28.93</u>
PENALTY	\$	
SURCHARGE	\$	<u>2.00</u>
SAC UNITS	\$	<u>75.43</u>
SPECIAL TOTAL	\$	
TOTAL FEE	\$	
CREDIT DEP.	\$	<u>10/01/85</u>
AMT. DUE	\$	<u>75.43</u>

DEPARTMENT FINAL APPROVALS

VARIANCE GRANTED BY BOARD OF APPEALS

By _____ Date _____

Plumbing Inspector _____ Date _____

Mechanical Inspector _____ Date _____

Building Inspector _____ Date _____

Fire Department _____ Date _____

Sanitarian _____ Date _____

NO PART OF ANY BUILDING AREA AUTHORIZED BY THIS PERMIT MAY BE OCCUPIED UNTIL FINAL INSPECTION AND ISSUANCE OF PERMIT TO OCCUPY BY BUILDING INSPECTOR.

ACKNOWLEDGEMENT AND SIGNATURE: - The undersigned hereby represents upon all of the penalties of law, for the purpose of inducing the City of Edina to take the action herein requested, that all statements herein are true and that all work mentioned will be done in accordance with the Ordinances of the CITY OF EDINA, THE STATE OF MINNESOTA, and rulings of the Building Department.

Anthony Beckstrom 9-25-85 *Brad Chyni*
 Permit Approved Bldg Inspector Date Agent for the Owner

PERMIT TO OCCUPY - GRANTED CONDITIONAL

Building Official _____ Date _____



REPORT/RECOMMENDATION

To: KEN ROSLAND, MANAGER	Agenda Item # VI.C
From: MARCELLA DAEHN, CLERK	Consent <input checked="" type="checkbox"/>
Date: JANUARY 29, 1993	Information Only <input type="checkbox"/>
Subject: PETITION TO VACATE STORM SEWER EASEMENT	Mgr. Recommends <input type="checkbox"/> To HRA
	<input checked="" type="checkbox"/> To Council
	Action <input type="checkbox"/> Motion
	<input checked="" type="checkbox"/> Resolution
	<input type="checkbox"/> Ordinance
	<input type="checkbox"/> Discussion

Recommendation:

Council resolution setting March 1, 1993, as hearing date on the petition to vacate the utility easement for storm sewer on Lot 22, Block 3, BROOKSIDE HEIGHTS.

Info/Background:

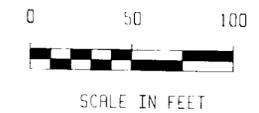
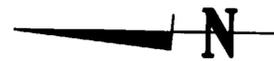
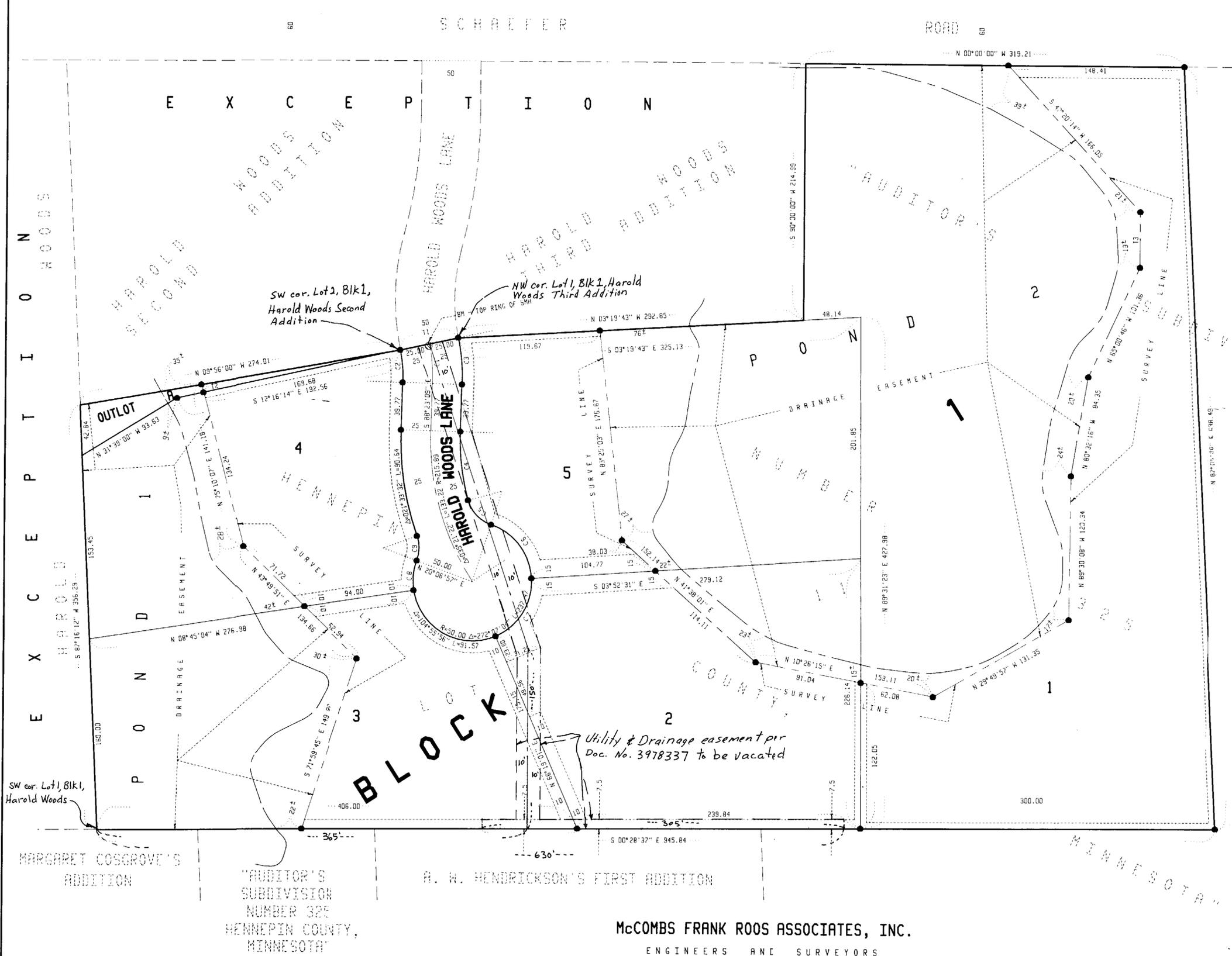
A petition has been filed with the City requesting vacation of the utility easement for storm sewer on Lot 22, Block 3, BROOKSIDE HEIGHTS (5017 Bedford Avenue).

I would recommend that March 1, 1993, be set as hearing date to allow for publication and posting of the hearing notice. A copy of the petition is attached.

MARK DALQUIST ADDITION

C.R. DOC. NO. _____

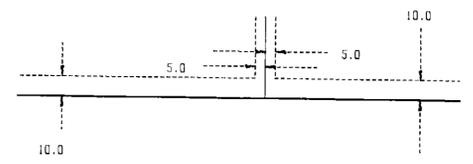
"AUDITOR'S SUBDIVISION NUMBER 325, HENNEPIN COUNTY, MINNESOTA"



ORIENTATION OF THIS BEARING SYSTEM IS BASED ON ASSUMED DATUM.

● DENOTES IRON MONUMENT

UTILITY AND DRAINAGE EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, UNLESS OTHERWISE INDICATED AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE INDICATED, AS SHOWN ON THE PLAT.

BENCH MARK: TOP RING OF SANITARY SEWER MANHOLE AT BOUNDARY & CENTERLINE OF HAROLD WOODS LANE. ELEVATION = 931.71 FEET (N.G.V.D. - 1929)

ELEVATIONS OF PONDS ON JANUARY 6, 1993:
 POND 1 = 937.32 FEET (N.G.V.D. - 1929)
 POND 2 = 937.73 FEET (N.G.V.D. - 1923)

T. NO.	DISTANCE	DIRECTION
1	50.00	S 12°00'00" E
2	6.95	N 75°10'07" E
3	46.51	N 90°00'00" E

C. NO.	RADIUS	ARC	DELTA
1	139.90	33.24	013°36'51"
2	114.90	27.30	013°36'51"
3	154.90	39.18	013°36'51"
4	190.89	58.05	017°25'24"
5	30.00	28.42	056°11'35"
6	50.00	59.76	068°28'41"
7	50.00	60.95	059°50'27"
8	50.00	25.19	028°52'01"
9	30.00	20.98	040°03'37"

PRINTED

JAN 20 1993

McCombs Frank Roos Assoc., Inc.

MARGARET COSGROVE'S ADDITION
 "AUDITOR'S SUBDIVISION NUMBER 325 HENNEPIN COUNTY, MINNESOTA"

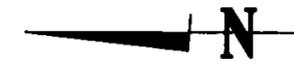
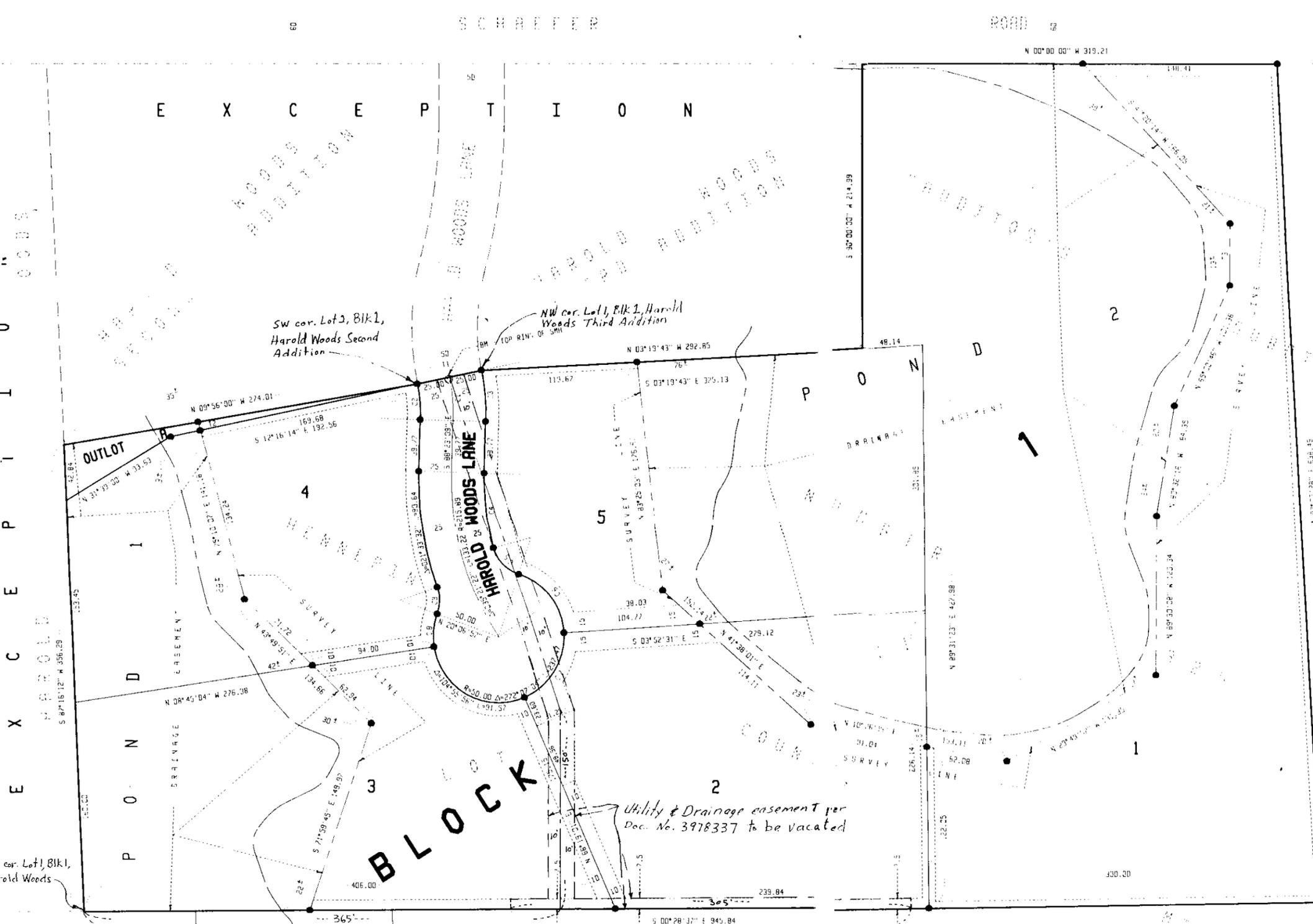
R. W. HENDRICKSON'S FIRST ADDITION

McCOMBS FRANK ROOS ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS

MARK DALQUIST ADDITION

C.R. DOC. NO. _____

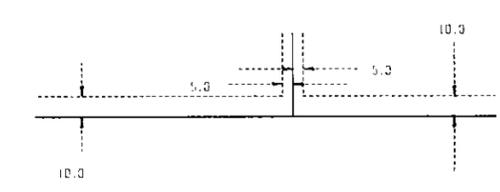
"AUDITOR'S SUBDIVISION NUMBER 325, HENNEPIN COUNTY, MINNESOTA"



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ELEVATIONS OF PONDS ON JANUARY 6, 1993:
 POND 1 = 937.37 FEET (N.G.V.D. - 1929)
 POND 2 = 937.73 FEET (N.G.V.D. - 1929)

P. NO.	DISTANCE	DIRECTION
1	50.00	S 12°00'00" E
2	50.00	N 75°10'00" E
3	46.50	N 00°00'30" E

P. NO.	RADIUS	ARC	BELTA
1	134.93	33.24	013°34'51"
2	114.93	27.30	013°36'51"
3	144.93	33.18	013°36'51"
4	190.80	58.03	017°25'24"
5	30.00	29.42	056°11'35"
6	50.00	59.76	068°28'41"
7	50.00	60.95	069°59'27"
8	50.00	25.19	028°52'01"
9	30.00	20.38	040°03'37"

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 McCombs Frank
 Assoc., Inc.

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McCOMBS FRANK ROC ASSOCIATES, INC.
 ENGINEERS & SURVEYORS