



ECONOMIC DEVELOPMENT AUTHORITY MEETING

City Hall: 23340 Cree St. NW

Wednesday, May 03, 2023 at 5:30 PM

AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
 - A. Economic Development Authority Minutes - November 30, 2022
- 4. APPROVAL OF AGENDA**
- 5. NEW BUSINESS**
 - A. Annual Report 2022
 - B. Approve Real Property Transfer from City
 - C. Transfer Real Property to the City
 - D. EDA Application to Register Land
 - E. Easement Agreement with St. Francis Dental
- 6. ADJOURNMENT**



ST. FRANCIS ECONOMIC DEVELOPMENT AUTHORITY
St. Francis City Hall, 23340 Cree Street NW
Wednesday, November 30, 2022 at 6:00 PM

MINUTES

1. CALL TO ORDER

Meeting called to order at 6:04 on November 30, 2022

2. ROLL CALL

Present: Steve Feldman, Joe Muehlbauer, Mike Rodger, Brenda Pavelich-Beck

Also Present: City Administrator Kate Thunstrom, Community Development Director Colette Baumgardner, Don Patnode (BlueWaters Companies), Greg Chaffin (BlueWaters Companies)

3. APPROVAL OF MINUTES

- A. Minutes
 - Motion: Feldman
 - Second: Muehlbauer
 - Motion Carried: 4-0

4. APPROVAL OF AGENDA

- Motion: Muehlbauer
- Second: Feldman
- Motion Carried: 4-0

5. NEW BUSINESS

- A. Selection of President and Vice President for 2022

Nomination for Mike Rodger to be President
Motion: Feldman
Second: Muehlbauer
Motion Carried: 4-0

Nomination for Steve Feldman to be Vice President
Motion: Rodger
Second: Muehlbauer
Motion Carried: 4-0

- B. Annual Report of 2021

Thunstrom gave an overview of the 2021 Annual Report. Thunstrom reported the terms of each commission member and their term end dates and reminded them to submit their applications for renewal if they choose to.

Thunstrom stated that there was one meeting in August 2021 the purpose was for acquiring real property and also for transitioning property. This is still in progress with Legal. There are currently issues with the title work and the owner's policies. They don't transfer from one legal entity to another. More work is needed in order to complete the title work.

Motion: Muehlbauer
Second: Pavelich-Beck
Motion Carried: 4-0

C. Property Concept Discussion

Baumgardner gave an overview of the Development Concept presented by BlueWaters Companies. They submitted a concept that includes residential and commercial space along Bridge Street. Baumgardner asked the Commissioners to comment on the concept plan that was submitted.

Feldman stated that he likes how it complies with the St. Francis forward plan. Feldman stated that he likes the access points from Woodbine and Ambassador and the fact that it is 34 units.

Feldman asked if the townhomes will be HOA. BlueWaters confirmed that yes it will be HOA. Feldman asked if the HOA will be plowing the roads then and not the City. BlueWaters confirmed that the HOA will plow the roads. Feldman stated the he liked the sidewalks. He stated that the concept follows the St. Francis Forward plan and he is on board.

Muehlbauer stated that he is on board with the plan as it fits the St. Francis Forward plan.

Pavelich-Beck stated that she likes the general opinion of everybody with the number of houses for that site. We already have the development on Highway 47 on the curve. She wanted to know the opinions of others on this plan.

Rodger stated that the townhouse craze is back in, especially on days like today where people don't want to shovel.

Pavelich-Beck stated that it will increase interest rates but that she does agree with the townhouse craze that is happening. But we also know that with the last recession that people had a hard time getting rid of their townhouses.

Feldman stated that in his opinion in a recession everything is going to change whether its townhomes or residential. That's the market. The market always has a way of working out.

Patnode stated that there is a trend in the younger generation of wanting to do less and have less.

Rodger stated that when he bought his first house in 1987 his interest rate was 13.5% when I built my house out here it was 7%. I don't think that going to stop people from buying. Price point is everything. Do we have a price point?

Chaffin stated that we are building on a price point but we are doing our comp plan right now. There is a development in Elk River that has smaller units that are going for \$378,000 as just the base model with no options.

Thunstrom stated that this is a high level concept. Colette was about to discuss the density for this area. Feldman stated that he thought this was zoned for 30-40 units. Baumgardner stated that this concept plan is in line with the St. Francis Forward plan and the Comprehensive Plan.

Muehlbauer stated that it would have to be high density in order for this to appeal to a developer. Pavelich-Beck stated that makes sense.

Rodger asked BlueWaters what are asking from us?

Chaffin stated that they want to know what the steps are to get into this property. They are interested in purchasing this property and think that it would be good for the City. We believe that everything is moving out of the cities and moving north, east and west and we want to be a part of it. We also have future plans for development in the City.

Thunstrom stated that is you look on page 8 where the map shows the different parcels that are City owned and EDA owned, we have a parcel that is coming up from Bridge Street we have an extension where we were going to expand Woodbine and follow that through to our connection on Ambassador. The large blue parcel is the one that we have been working on with legal the city acquired that property but it was land locked to be used for public use. BGS has found that we do not have to move forward with just public use. The two ownerships would be cleared up through the platting process. We are waiting for BGS to finalize judicial land markers and get boundaries set which includes all of these properties. We are at a point where we feel comfortable moving forward with BlueWaters where they can start doing some site testing.

Rodger asked about the phases.

Chaffin stated that they would do both commercial and residential plans at the same time.

Rodger asked if the townhouse are going to be ADA?

Chaffin stated that they will not. They will have 36" doors but they will be two story. They build another product for Senior and ADA that would include a duplex rambler style.

Muehlbauer asked if the roads would be private?

Chaffin stated, yes.

Rodger asked Pavelich-Beck if she had any comments and she said no, but she appreciates this information right now.

Rodger stated that we should inquire about the property north of the commercial building and see if we can come up with some sort of financing and to see if it is available. He would like to see the road within the development straighten out. Thunstrom stated that we cannot. We don't have control over the access points because the entrances/exits are on County roads.

Chaffin stated that idea to put in a brewery on the commercial space would not allow for enough parking. He had an idea that that space could be used as future parking as the City grows. There would possibly be a need for a parking ramp to be built for the overflow of all the growth in the city. Thunstrom asked if that parking would accommodate guest parking? Chaffin stated that they are planning on adding more parking for guest parking.

Pavelich-Beck does believe that parking is an issue and does not believe that downtown St. Francis has ever been sufficient for parking.

Feldman agreed that the parking is a concern and we should plan ahead.

Rodger asked what the EDA commission needs to do at this point.

Thunstrom stated that she would recommend that they give staff direction to look into that property and if that is something that is available for sale.

Muehlbauer stated that he is on board with giving staff direction to look into that property that is north of the planned commercial building site and see what the options are and then discussing this further.

Pavelich-Beck agrees that we should explore that option.

Rodger agreed with the group.

Feldman also agreed.

Thunstrom asked BlueWaters about a LOI or some type of agreement at this point. Chaffin stated that they do not require that at this time.

D. City Facility Update

Thunstrom gave an overview of the City Hall Fire Station that will be built in the future. The site location will require title work, a preliminary and final plat. This will be brought back to you in the future because of the site that the City is looking to build, four of the parcels are owned by the EDA and four of parcels are owned by the City. We are looking to transfer the EDA properties to the City. The site will need to be platted into two properties. The goal is to have this at the March Planning Commission meeting and then present to Council in April.

Muehlbauer asked if all of that building can fit on that site.

Pavelich-Beck likes the combined facility building. There is something to be said for that. We have to somehow define our city.

Feldman stated that this building is needed for the City. Very optimistic that this City will grow and move forward.

Rodger agreed with the rest of the commission.

Pavelich-Beck asked about the further expansion of broadband internet on the east and west sides of town. Thunstrom stated that we have set aside some of our ARPA funds and that we are struggling to get the grants right now because we are not meeting the FCC numbers and we are not able to get a second quote which is needed.

Pavelich-Beck are there any plans in the City Hall Fire Station to have a community room? Feldman stated that yes there will be a community room in the new facility.

Pavelich-Beck asked about an update on Rum River Inn. Baumgardner stated that they came to the City in the summer with plans about how they were going to pull the permits. The project has reached a stalling point.

6. MEMBER REPORTS

Feldman – things are looking interesting for the City and is very happy that the St. Francis Forward plan is coming to fruition.

Muehlbauer – no report

Pavelich-Beck – no report

Rodger – very excited to see some commercial building come into the city.

7. ADJOURNMENT

Muehlbauer made a motion to adjourn the meeting. Feldman seconded.

ANNUAL REPORT 2022



Respectfully Submitted

By

Kate Thunstrom, Executive Director

Economic Development Authority Annual Report for 2022

The Economic Development Authority had one meeting in 2022. The meeting was held on the following dates:

November 30, 2022

At the November 30th meeting, the EDA was called together for the purpose of reviewing a proposal for development on the property located off Bridge Street and Ambassador Blvd.

2022 Financial (Note the following is unaudited)

Fund Balance on January 1, 2022 \$41,946.52

Fund Balance on December 31, 2022 \$ 40,862.43

There were no major expenditures in 2022

A full report is included in the City of St. Francis financial statements



CITY COUNCIL AGENDA REPORT

TO: St. Francis Economic Development Authority
FROM: Kate Thunstrom, EDA Executive Director
SUBJECT: Approve Real Property Transfer from City
DATE: May 3, 2023

OVERVIEW:

The City in an effort to expand redevelopment efforts is looking to transfer real property to the EDA. This will allow the EDA to sell the property to the same developer as the 3731 Bridge parcel. To combine the properties will create an opportunity for a larger scale development. Additionally, this will allow the EDA to place a performance measurement up on the developer to ensure the property is used for the intended purposes.

Currently there is not a pending sale of these properties. This is a step to transfer the DEED and continue work on the title actions with legal.

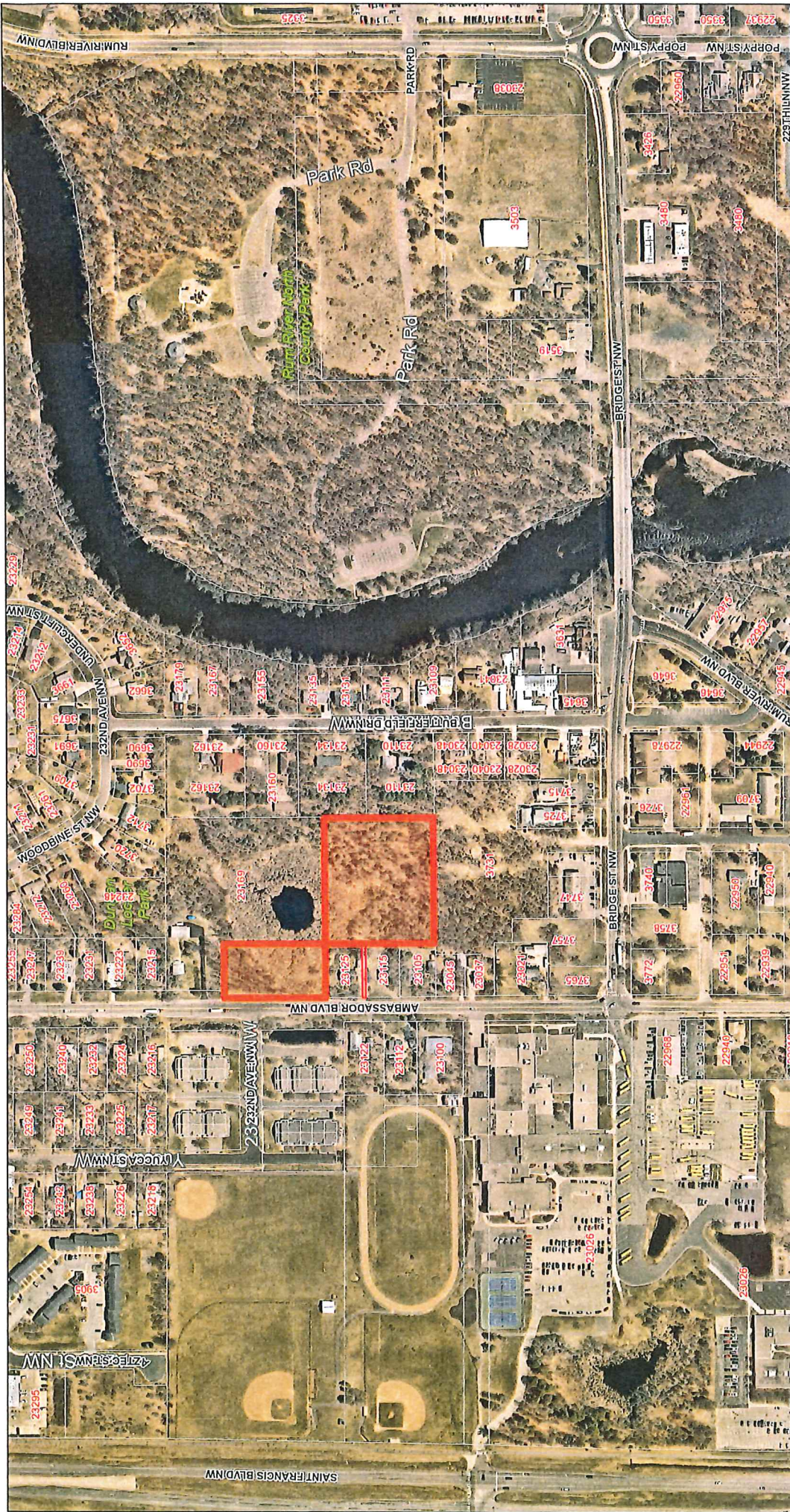
ACTION TO BE CONSIDERED:

EDA to review and accept Resolution 2023-01 to Accept the Transfer of Real Property and Grant signatory Authority.

Attachments:

- Resolution 2023-01 Accepting the Transfer of Real Property and Granting Signatory Authority.

City of St Francis, MN



March 29, 2023

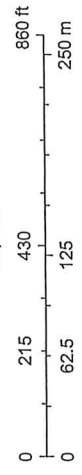
Address Labels

Road Labels

Parcels

St. Francis City Boundary

1:3,146



Agenda Item # 5B.

ECONOMIC DEVELOPMENT AUTHORITY
ST. FRANCIS, MN
ANOKA COUNTY

EDA RESOLUTION 2023-01

RESOLUTION ACCEPTING THE TRANSFER OF REAL PROPERTY
AND GRANTING SIGNATORY AUTHORITY

WHEREAS, the Commissioners of the Economic Development Authority (EDA) for the City of St. Francis, Minnesota hereby accepts the transfer of real property from the City of St. Francis to the St. Francis EDA. Property is known as PID 34-34-24-31-0016

BE IT FURTHER RESOLVED THAT, the Commissioners of the Economic Development Authority for the City of St. Francis, Minnesota hereby authorizes Kate Thunstrom, Chief Executive Officer of the Economic Development Authority, to procure an owner’s title insurance policy and to execute any and all necessary and reasonable documents to effectuate the transfer of the above referenced real property, including but not limited to a purchase agreement, closing documents and any other necessary or beneficial documents which are reasonable and customary.

ADOPTED BY THE BOARD/COMMISSIONERS OF THE ECONOMIC
DEVELOPMENT OF THE CITY OF ST. FRANCIS THIS 3rd DAY OF MAY, 2023.

APPROVED:

_____ [sign name]

By: _____ [print name]

Its: President



EDA COMMISSION AGENDA REPORT

TO: St. Francis Economic Development Authority
FROM: Kate Thunstrom, EDA Executive Director
SUBJECT: Transfer Real Property to the City
DATE: May 3, 2023

OVERVIEW:

The St. Francis EDA is looking to transfer real property to the City of St. Francis for the purpose of combining the eight parcels to make up the new City Hall / Fire Station facility.

Two steps are required for this action:

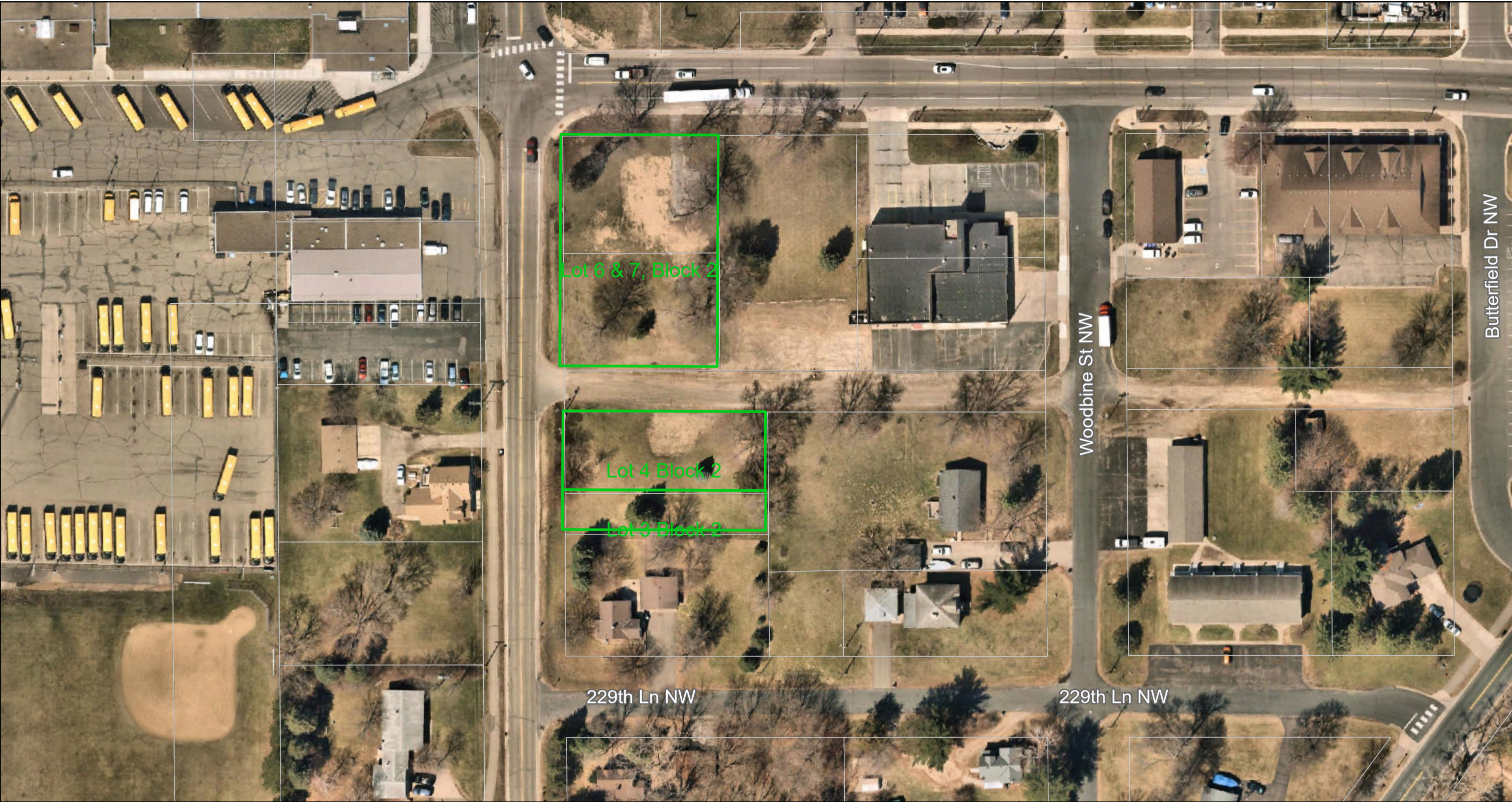
1. Hold a public hearing for the transfer of property from the EDA to the City.
2. Approve Resolution 2023-02 to provide authority for transfer and signature authority.

ACTION TO BE CONSIDERED:

EDA to discussion and staff recommends approval of Transferring the Real Property to the City and granting signatory authority.

Attachments:

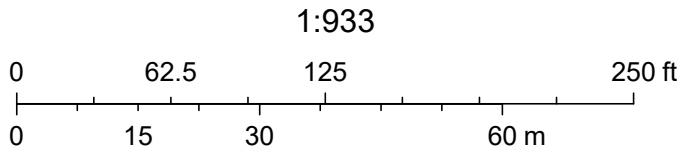
- Resolution 2023-02 Resolution Transferring Real Property and Granting Signatory Authority



April 12, 2023

Parcels

St. Francis City Boundary



ECONOMIC DEVELOPMENT AUTHORITY
ST. FRANCIS, MN
ANOKA COUNTY

EDA RESOLUTION 2023-02

RESOLUTION TRANSFERRING REAL PROPERTY
AND GRANTING SIGNATORY AUTHORITY

WHEREAS, the Commissioners of the Economic Development Authority for the City of St. Francis, Minnesota hereby approves the transfer of the real property to the City of St. Francis located at:

- 3772 Bridge Street, PID 32-34-24-34-0012
- PID 32-34-24-34-0013
- 22951 Ambassador Blvd NW, PID 32-34-24-34-0010
- PID 32-34-24-34-0009

And;

WHEREAS, the Authority has held a public hearing on the sale of the property to the City as required by Minnesota Statutes, section 469.105; and

BE IT FURTHER RESOLVED THAT, the Commissioners of the Economic Development Authority for the City of St. Francis, Minnesota hereby authorizes Kate Thunstrom, Chief Executive Officer of the Economic Development Authority for the City of St. Francis, Minnesota, to procure an owner’s title insurance policy and to execute any and all necessary and reasonable documents to effectuate the transfer of the above referenced real property, including but not limited to a purchase agreement, closing documents and any other necessary or beneficial documents which are reasonable and customary.

ADOPTED BY THE BOARD/COMMISSIONERS OF THE ECONOMIC DEVELOPMENT OF THE CITY OF ST. FRANCIS THIS 3rd DAY OF MAY, 2023.

APPROVED:

_____ [sign name]

By: _____ [print name]

Its: President



EDA COMMISSION AGENDA REPORT

TO: St. Francis Economic Development Authority
FROM: Kate Thunstrom, EDA Executive Director
SUBJECT: EDA Application to Register Land
DATE: May 3, 2023

OVERVIEW:
Staff continues to work with our legal team on the title and property boundary challenges that St. Francis faces in the Bridge Street area. This area was platted as what is known as an “auditors’ plat”. This brings challenges to the entire area as it is based on the visual perception of the person drawing it instead of a skilled survey.

This process was started to address the ongoing property boundaries of the three EDA owned properties at 3731, 3765, 3757 Bridge St.

To address the property boundaries of our properties along with help the other properties in the area with a true starting point for a measurement location, the EDA has requested the legal team to complete a process that will create a Judicial Land Marker. This process is an application to the courts and sets the mark for the area that all surveys going forward will be able to use for certainty.

ACTION TO BE CONSIDERED:

Staff is requesting approval to complete the application and proceed with legal counsel on the process.

- Attachments:
- Application to District Court to Register the Title to Certain Land

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

In the Matter of the Application of

Economic Development Authority for the
City of St. Francis,
a public body corporate and politic,

APPLICATION

District Court File No. 02-CV-____-____

To Register the Title to Certain Land

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

TO THE JUDGES OF THE ABOVE-NAMED COURT

The undersigned, on behalf of the Applicant, hereby applies to register the title to the land described in this Application and solemnly swears that the contents and statements made in this Application are true to the best of the undersigned’s knowledge, except as to those matters stated on the undersigned’s information and belief, and as to those matters the undersigned believes them to be true.

- A. Name of Entity: Economic Development Authority for the City of St. Francis
Principal Place of Business: 23340 Cree Street NW, St. Francis, MN 55070
County of Anoka, State of Minnesota
- B. Organized under the laws of the state of Minnesota.
- C. Description of land: *[For the registration of easements over unregistered land, the fee simple estate to which the easements are appurtenant must also be described]*

That part of the East Half of the Southwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 32; thence North 89 degrees 44 minutes 11 seconds East, assumed bearing, along the South line of said Southwest Quarter, a distance of 1743.95 feet; thence North 00 degrees 34 minutes 41 seconds West, a distance of 857.96 feet; thence South 89 degrees 14 minutes 46 seconds West, a distance of 65.00 feet; thence continuing South 89 degrees 14 minutes 46 seconds West, along the South line of the land described in Certificate of Title No. 102783, a distance of 115.50 feet to the Southwest corner of the land described in Certificate of Title No. 102783; thence North 00 degrees 40 minutes 29 seconds West, along the West line of the land described in Certificate of Title No. 102783, a distance of 130.00 feet to the Northwest corner of the land described in Certificate of Title No.

102783 and the point of beginning of the land to be described; thence North 89 degrees 14 minutes 46 seconds East, along the North line of the land described in Certificate of Title No. 102783, a distance of 115.50 feet to a judicial landmark set pursuant to Torrens Case No. C9-93-655; thence North 89 degrees 14 minutes 46 seconds East, a distance of 65.00 feet; thence South 00 degrees 40 minutes 29 seconds East, a distance of 130.00 feet; thence North 89 degrees 14 minutes 46 seconds East, a distance of 65.84 feet; thence North 00 degrees 30 minutes 51 seconds West, a distance of 215.52 feet; thence North 89 degrees 49 minutes 19 seconds East, a distance of 132.20 feet; thence North 00 degrees 32 minutes 10 seconds West, a distance of 231.49 feet to a point to be hereafter referred to as "Point A"; thence South 89 degrees 24 minutes 37 seconds West a distance of 98.22 feet; thence North 00 degrees 41 minutes 51 seconds West, a distance of 296.84 feet; thence South 89 degrees 43 minutes 52 seconds West, a distance of 339.74 feet; thence South 00 degrees 34 minutes 35 seconds East, a distance of 98.74 feet; thence South 89 degrees 24 minutes 37 seconds West, a distance of 150.00 feet to a point to be hereafter referred to as "Point B"; thence South 00 degrees 34 minutes 35 seconds East, a distance of 10.00 feet; thence North 89 degrees 24 minutes 37 seconds East, a distance of 150.00 feet; thence South 00 degrees 34 minutes 35 seconds East, a distance of 190.00 feet to the intersection with a line which bears South 89 degrees 24 minutes 37 seconds West from said "Point A"; thence South 89 degrees 24 minutes 37 seconds West, a distance of 35.83 feet to a point that is South 89 degrees 24 minutes 37 seconds West, 474.41 feet from said "Point A"; thence South 00 degrees 34 minutes 35 seconds East, a distance of 164.96 feet; thence North 89 degrees 24 minutes 37 seconds East, a distance of 29.97 feet; thence South 00 degrees 31 minutes 08 seconds East, a distance of 52.00 feet; thence North 89 degrees 14 minutes 46 seconds East, a distance of 65.17 feet to a line which bears North 00 degrees 40 minutes 29 seconds West from the point of beginning; thence South 00 degrees 40 minutes 29 seconds East, along said line, a distance of 100.00 feet to the point of beginning, Anoka County, Minnesota.

TOGETHER WITH

That part of the East Half of the Southwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at said above described "Point B"; thence North 00 degrees 34 minutes 35 seconds West, assuming the South line of the Southwest Quarter of said Section 32 bears North 89 degrees 44 minutes 11 seconds East, a distance of 100.00 feet to the point of beginning of the land to be described; thence North 89 degrees 24 minutes 37 seconds East, a distance of 148.48 feet; thence North 00 degrees 16 minutes 08 seconds West, a distance of 283.49 feet; thence South 89 degrees 43 minutes 52 seconds West, a distance of 150.00 feet to the intersection with a line which bears North 00 degrees 34 minutes 35 seconds West from the point of beginning; thence South 00 degrees 34 minutes 35 seconds East, a distance of 284.33 feet to the point of beginning.

TOGETHER WITH

That part of the East Half of the Southwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 32; thence North 89 degrees 44 minutes 11 seconds East, assumed bearing, along the South line of said Southwest Quarter, a distance of 1743.95 feet; thence North 00 degrees 34 minutes 41 seconds West, a distance of 857.96 feet; thence South 89 degrees 14 minutes 46 seconds West, a distance of 65.00 feet; thence continuing South 89 degrees 14 minutes 46 seconds West, along the South line of the land described in Certificate of Title No. 102783, a distance of 115.50 feet to the Southwest corner of the land described in Certificate of Title No. 102783 and the point of beginning of the land to be

described; thence North 00 degrees 40 minutes 29 seconds West, along the West line of the land described in Certificate of Title No. 102783, a distance of 130.00 feet to the Northwest corner of the land described in Certificate of Title No. 102783; thence continue North 00 degrees 40 minutes 29 seconds West, along a Westerly line of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916, a distance of 100.00 feet to a corner of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916; thence South 89 degrees 14 minutes 46 seconds West, along a Southerly line of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916, a distance of 65.17 feet to a corner of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916; thence South 00 degrees 31 minutes 08 seconds East, a distance of 95.98 feet; thence South 89 degrees 24 minutes 37 seconds West, a distance of 64.00 feet; thence South 00 degrees 34 minutes 35 seconds East, a distance of 165.00 feet; thence North 89 degrees 24 minutes 37 seconds East, a distance of 63.83 feet; thence North 00 degrees 31 minutes 08 seconds West, a distance of 30.98 feet to the intersection with a line which bears South 89 degrees 14 minutes 46 seconds West from the point of beginning; thence North 89 degrees 14 minutes 46 seconds East, a distance of 65.79 feet to the point of beginning.

TOGETHER WITH

That part of the East Half of the Southwest Quarter of Section 32, Township 34, Range 24, Anoka County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 32; thence North 89 degrees 44 minutes 11 seconds East, assumed bearing, along the South line of said Southwest Quarter, a distance of 1743.95 feet; thence North 00 degrees 34 minutes 41 seconds West, a distance of 857.96 feet; thence South 89 degrees 14 minutes 46 seconds West, a distance of 65.00 feet; thence continuing South 89 degrees 14 minutes 46 seconds West, along the South line of the land described in Certificate of Title No. 102783, a distance of 115.50 feet to the Southwest corner of the land described in Certificate of Title No. 102783; thence North 00 degrees 40 minutes 29 seconds West, along the West line of the land described in Certificate of Title No. 102783, a distance of 130.00 feet to the Northwest corner of the land described in Certificate of Title No. 102783; thence continue North 00 degrees 40 minutes 29 seconds West, along a Westerly line of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916, a distance of 100.00 feet to a corner of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916; thence South 89 degrees 14 minutes 46 seconds West, along a Southerly line of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916, a distance of 65.17 feet to a corner of the land described in Document No. 2237892.002 per Court File No. 02-CV-18-6916; thence South 00 degrees 31 minutes 08 seconds East, a distance of 95.98 feet; thence South 89 degrees 24 minutes 37 seconds West, a distance of 64.00 feet to the point of beginning of the land to be described; thence South 00 degrees 34 minutes 35 seconds East, a distance of 165.00 feet; thence South 89 degrees 24 minutes 37 seconds West, a distance of 80.00 feet; thence North 00 degrees 34 minutes 35 seconds West, a distance of 165.00 feet to the intersection with a line which bears South 89 degrees 24 minutes 37 seconds West from the point of beginning; thence North 89 degrees 24 minutes 37 seconds East, a distance of 80.00 feet to the point of beginning.

(Said tract is also known as the West 80.00 feet of Lot 1, Block 5, VILLAGE OF ST. FRANCIS, Anoka County, Minnesota)

The estimated market value of the land to be registered, exclusive of improvements, according to the last official assessment is \$405,100.00. *[This information is available from the Division of Property Records and Taxation, 763-323-5400]*

- D. Estate or interest claimed in the land is fee simple.
- E. ☒ The land is unoccupied [or]

☐ The land is occupied as follows: *[State the full name and address of each party and the nature of the estate, interest, lien, or charge which the party or parties have, or claim to have, in the land]*
- F. The land is encumbered by the following liens and interests, recorded or unrecorded: *[Describe each lien or interest, recorded or unrecorded, which the undersigned recognizes as encumbering the land, including the nature of the lien or interest, any information about its recording, and the name of the interested party]*
- G. Applicant seeks a determination terminating or modifying the following liens or interests: *[Describe each lien or interest, recorded or unrecorded, for which applicant seeks a determination terminating or modifying the interest, together with the reason for the relief requested, and including the nature of the lien or interest, any information about its recording, and the name of the interested party]*
- H. The title to the land is subject to the following other defects: *[Describe the defects and state the reasons for curing them]*

The lands subject to this action, as described in Section C above, include PID 32-34-24-31-0016. The record legal of PID 32-34-24-31-0016 was derived from the Conveyance of Forfeited Lands to the city of St. Francis in 2005, document number 1978353.001. This tax forfeiture and said conveyance re-described the exceptions to the parcel presumably to eliminate question of gaps and overlaps, however no exchange of deeds was done with the surrounding parcels that would be affected by re-describing the property. For this reason, an overlap exists between the record description of PID 32-34-24-31-0016 (which is subject to this action), PID 32-34-24-31-0019, and PID 32-34-24-31-0018. The overlap exists on the northeastern most corner of PID 32-34-24-31-0019, the southwestern most corner of PID 32-34-24-31-0018, and includes PID 32-34-24-31-0016 to the extent that said corners conflict with the land as described in Section C above.

The surveys of the land to be registered state that the underlying descriptions of Outlot 19, Lot 1, Block 5, and Lot 3, Block 5, VILLAGE OF ST. FRANCIS are unsurveyable. Lot 14, Block 5 is not consistent with the plat of Village of St. Francis. These lots and outlots have been located per found monumentation. Numerous utility lines cross the land to be registered without any written easements of record in the office of the County Recorder allowing same.

The name and address of the owner of PID 32-34-24-31-0019 is as follows:
Dionne Blanch
23125 Ambassador Boulevard NW
St. Francis, MN 55070

The name and address of the owner of PID 32-34-24-31-0018 is as follows:
Larry G. Ottenstroer
23169 Ambassador Boulevard NW
P.O. Box 155
St. Francis, MN 55070

- I. ☒ Applicant does not wish to fix and establish the boundary lines of the land [or]
- ☐ Applicant desires to fix and establish certain boundary lines of the land: *[State the full names and addresses of all owners of adjoining lands, which are in any manner affected]*
- Applicant requests the Court to adjudicate that the Applicant is vested with title to the estate or estates in the lands as described in this Application, and that the Court direct the Registrar of Titles to register the same in the Applicant’s name, and for such other relief as the Court finds appropriate.

ECONOMIC DEVELOPMENT
AUTHORITY FOR THE CITY OF ST.
FRANCIS

By: Kate Thunstrom
Its: Executive Director

Subscribed and sworn to before me on _____, 2023, by Kate Thunstrom,
Executive Director of Economic Development
Authority for the City of St. Francis.

Notary Public

Approved for Filing:

Attorney for Applicant:
Name: Charles M. Seykora
Address: 200 Coon Rapids Boulevard, Suite
400, Coon Rapids, MN 55433
Telephone: (763) 780-
8500

Dulcie M. Brand
Examiner of Titles

Fax:
763.780.1777

Attorney Registration No.:
153199

Email:
cseykora@bgs.com

2582448v2



EDA COMMISSION AGENDA REPORT

TO: Kate Thunstrom, EDA Executive Director
FROM: Colette Baumgardner, Community Development Director
SUBJECT: Easement Agreement with St. Francis Dental
DATE: May 3, 2023

OVERVIEW:

St. Francis Dental received site plan approval from the City Council on June 6, 2022 for expansion of their offices. The approved site plan can be found in Attachment A. In order to complete the construction, the contractors will need to access the expansion area via EDA owned property, PID: 32-34-24-34-0035 or 3731 Bridge St. The contractors also plan to use the easement area for storage of construction equipment. The access request is temporary and only needed during construction. Once the construction is complete, access to the expansion will be done through the front entrance of the dental office. After review by the EDA, the Temporary Easement Agreement will be presented to the City Council along with a temporary exemption to City Code Section 10-72-01 for overnight parking.

ACTION TO BE CONSIDERED:

EDA to review and approve the Temporary Easement Agreement with St. Francis Dental.

Attachments:

- Approved Site Plan B.
- Easement Agreement

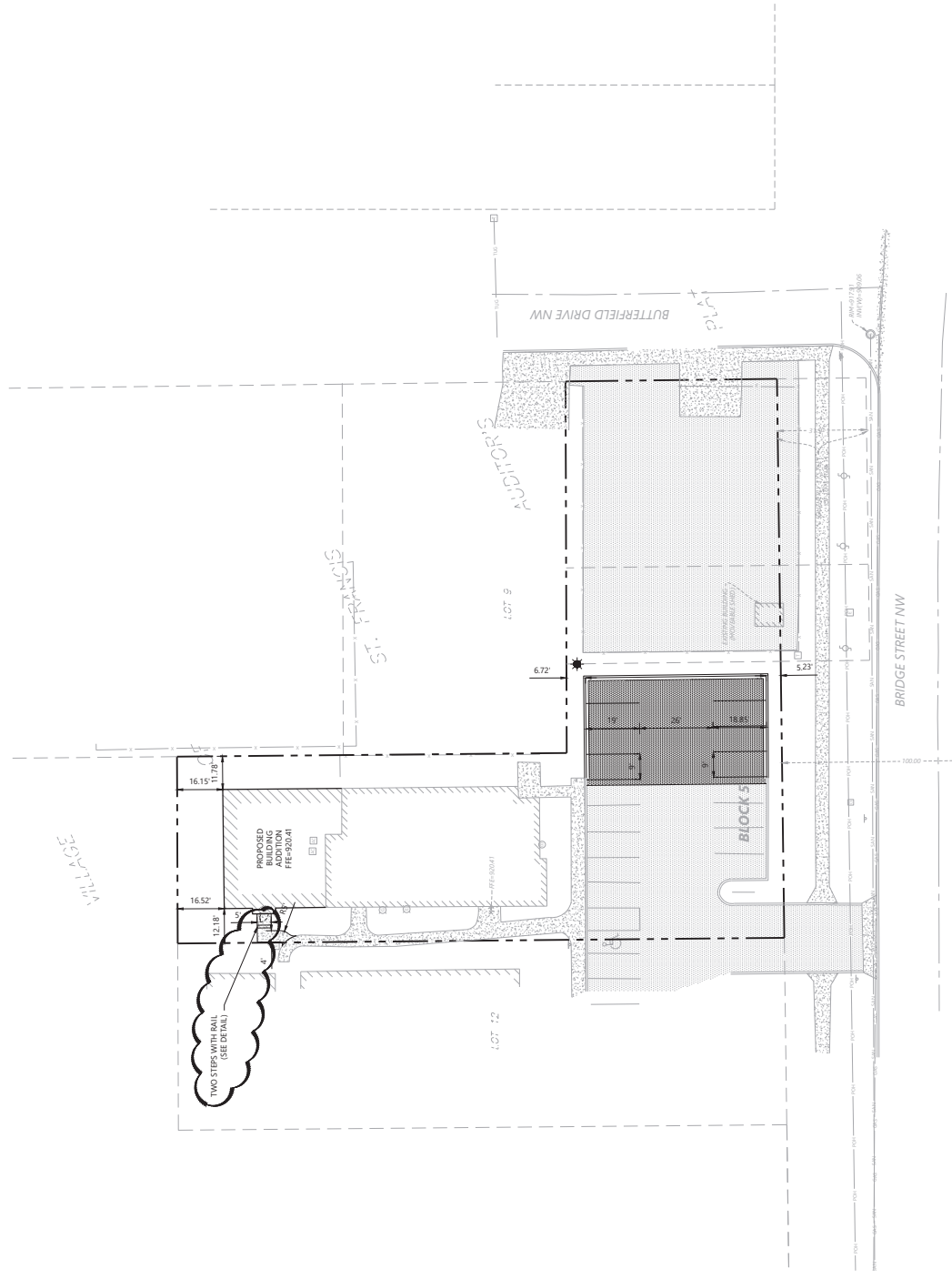
Call 48 Hours before digging:
811 or call 811.com
Common Ground Alliance

SITE LEGEND

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
LOT LINE	LOT LINE
STREET LINE	STREET LINE
CURB AND GUTTER	CURB AND GUTTER
TP-CUT CURB AND GUTTER	TP-CUT CURB AND GUTTER
POND NORMAL WATER LEVEL	POND NORMAL WATER LEVEL
RETAINING WALL	RETAINING WALL
FENCE	FENCE
CONCRETE PAVEMENT	CONCRETE PAVEMENT
CONCRETE SIDEWALK	CONCRETE SIDEWALK
HEAVY DUTY BITUMINOUS PAVEMENT	HEAVY DUTY BITUMINOUS PAVEMENT
NORMAL DUTY BITUMINOUS PAVEMENT	NORMAL DUTY BITUMINOUS PAVEMENT
NUMBER OF PARKING STALLS	NUMBER OF PARKING STALLS
TRANSFORMER	TRANSFORMER
SITE LIGHTING	SITE LIGHTING
TRAFFIC SIGN	TRAFFIC SIGN
POWER POLE	POWER POLE
BOLLARD / POST	BOLLARD / POST

GENERAL SITE NOTES

1. BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, INC., MINNETONKA, MN, ON 02/16/22.
2. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITIES LOCATION AND DEPTHS PRIOR TO CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
3. REFER TO BOUNDARY SURVEY FOR LOT BEARING, DIMENSIONS AND AREAS.
4. ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF DATA, WALKS, AND TRUCKS.
6. ALL CURB RADI ARE SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
7. ALL CURB AND GUTTER SHALL BE **AS SHOWN** UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. THESE DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
9. BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
11. SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTO METRICS.



0' 20' 40' 60'
PRELIMINARY

DESIGNED	BY
CHECKED	BY
DRAWN	BY
HORIZONTAL SCALE	30'
VERTICAL SCALE	

DATE	04/20/22
REVISION	
05/06/22	CITY COMMENTS
05/16/22	PARKING LOT EXPANSION
05/07/23	CITY COMMENTS
05/04/23	ADDITIONAL #1

PREPARED FOR:
KURTIS S. HUETHER
3715 BRIDGE STREET NW
ST. FRANCIS, MN 55070

UNLESS OTHERWISE NOTED, THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
BRIAN C. WILKINSON
DATE: 03/24/23, LICENSE NO. 2698

ST. FRANCIS DENTAL CARE
ST. FRANCIS, MN

Westwood
Westwood Professional Services, Inc.
10000 Highway 100, Suite 100
Minnetonka, MN 55305
Phone: (763) 253-2001
Fax: (763) 253-2007
Toll-free: (800) 270-8465
www.westwoodinc.com

SHEET NUMBER
2
DATE: 03/24/23
PROJECT NUMBER: 0035919.00

SITE PLAN

Agenda Item # 5E.

TEMPORARY EASEMENT FOR CONSTRUCTION ACCESS PURPOSES

THIS TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION ACCESS
PURPOSES

(“Easement”) is made, granted and conveyed this ____ day of _____, 2023, by and between St. Francis Dental, an Minnesota corporation located at 3715 Bridge Street in St. Francis, Minnesota, (“Dental Office”) and the St. Francis Economic Development Authority, a public body corporate and politic and a political subdivision of the state in Minnesota (“EDA”).

WHEREAS, EDA is the owner of the real property situated within Anoka County, Minnesota (“EDA’s Property”) as described herein as:
[Insert Description of Property] and;

WHEREAS, The Dental Office desires a temporary easement over and upon that portion of EDA’s Property that is described herein as the Temporary Easement Area, for the purpose of the construction and use of a temporary access area to allow for the construction of the expansion of the existing Dental Office building; and

WHEREAS, the City of St. Francis approved the Dental Office’s site plan for the construction of an expansion of the existing building on June 6, 2022; and

NOW THEREFORE, the EDA in consideration of the sum of One Dollar and 00/100ths (\$1.00) and other good and valuable consideration paid by the Dental Office, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Dental Office, its successors and assigns, the following:

A temporary non-exclusive easement for access and driveway purposes and all such purposes ancillary, incident, and related thereto (“Temporary Easement”) under, over, across, through and upon that portion of EDA’s Property as is described as “Access Easement” on Exhibit “A” attached hereto and incorporated herein by this reference (“Temporary Easement Area”).

The Temporary Easement shall not be construed to allow Dental Office to erect any buildings, structures or facilities of a permanent nature on the EDA's Property other than the improvements within the Temporary Easement Area.

Dental Officer shall, at its own expense, restore any damage to EDA's Property which results from Dental Office's construction and use activities, to its original condition as existing before such construction, unless otherwise agreed in writing by the EDA.

The Temporary Easement shall commence on _____, 2023 and expire November 31, 2023, or such time as the Dental Office obtains a Certificate of Occupancy from the City of St. Francis for the construction expansion to the Dental Office Building.

The EDA reserves the right to use the Temporary Easement Area for all purposes which are not inconsistent with the rights herein conveyed, and nothing contained herein shall impair any right of EDA to use the Temporary Easement Area in any manner, so long as the same shall not permanently affect the enjoyment of the Temporary Easement Area by the Dental Office.

The rights of the Dental Office also include the right of Dental Office, its contractors, agents and assigns:

- a. to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b. to maintain the Temporary Easement Area during the term of its existence; and
- c. To remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the Temporary Easement and to deposit earthen material such as gravel or class 5 aggregate in and upon the Temporary Easement Area; and
- d. To remove or otherwise dispose of all earth such as gravel or class 5 aggregate or other material excavated from the Temporary Construction Access Easement Area as the EDA may deem appropriate.

The Dental Office, its contractors, agents and assigns specifically agrees:

- a. The Dental Office shall obtain a temporary parking exemption to City Code Section 10-72-01 from the City of St. Francis.
- b. The Dental Office, its contractors, agents, and assigns will follow the hours for construction as listed in the St. Francis City Code.

Dental Office acknowledges that EDA has made no representation whatsoever to Dental Office concerning the condition of the Temporary Easement Area or the nature or extent of EDA's

ownership interest therein. Dental Office accepts all rights granted under this Agreement in an "AS IS, WHERE IS" and "WITH ALL FAULTS" condition, and subject to all limitations on EDA's rights, interests, and title to the Temporary Easement Area.

Dental Office represents that it has inspected the Temporary Easement Area and enters into this Agreement with knowledge of its condition. Dental Office shall determine the suitability of the Easement Area for Dental Office's intended use, including without limitation geotechnical, structural, environmental, and health or safety conditions. Dental Office acknowledges that this Agreement does not contain any implied warranties that Dental Office or Dental Office's contractors, agents or assigns can successfully use the area to perform Dental Office's work.

Restoration: Dental Office, at its sole cost and expense, shall promptly restore any damage to EDA's Property arising from or related to Dental Office's use of the Temporary Easement Area pursuant to this Agreement; or at EDA's option, Dental Office shall upon demand reimburse the EDA for any costs incurred by EDA in restoring such damage, or the EDA shall have the ability to draw upon the Letter of Credit listed below.

Promptly after completion of construction, Dental Office, at its sole cost and expense, shall: (a) remove all equipment and other property placed upon the Temporary Easement Area by Dental Office or its contractors or agents or assigns; and (b) remove all debris resulting there from; and (c) in coordination and consultation with the EDA, promptly restore the surface of the Temporary Easement Area to EDA's reasonable satisfaction. If Dental Office obligations in this Section are not completed within 30 days after the end of the Term, EDA shall have the right, but not the obligation, to perform them and Dental Office agrees to reimburse EDA for its costs incurred in doing so upon receipt of an invoice. Dental Office shall provide the EDA with a Letter of Credit in the amount of \$10,000 prior to the commencement of work to ensure and enforce the terms of this Agreement. The EDA may draw the Letter of Credit upon after providing reasonable notice to the Dental Office for cause as outlined in this Agreement to ensure the performance of its terms.

Environmental: The Dental Office shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to the Temporary Easement Area or the EDA's Property prior to the date hereof.

The Dental Office shall indemnify, defend and hold EDA and its employees, agents and representatives harmless, from and against any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants to the extent the same result from the Dental Office and its contractors', agents' and assigns', entry upon the EDA's property and/or use of the Temporary Easement Area.

Indemnification: Except as may be caused by the negligent acts or omissions of EDA, its employees, agents or its representatives, City shall not be liable for any injury or damage to any person or property resulting from the Dental Office's and its contractors', agents' and assigns', exercise of the rights herein granted. The Dental Office agrees to indemnify, defend, and hold City,

its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the Dental Office's and its contractors', agents' and assigns', entry upon the City's property and/or use of the Temporary Easement Area, except to the extent caused by the negligence or willful misconduct of EDA or its employees, agents or representatives.

Nothing contained herein shall be deemed a waiver by the EDA of any governmental immunity defenses, statutory or otherwise.

Use of Temporary Easement Area: Dental Office or its contractors, agents, and assigns shall perform all construction in a good, safe, and workmanlike manner. Dental Office or its contractors, agents, and assigns shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, and requirements and all applicable City ordinances, policies, procedures, and rules in their use of the Temporary Easement Area.

Personal Property. All property of every kind and character which the Dental Office may keep or store in, at, upon, or about the Temporary Easement Area shall be kept and stored at the sole risk, cost, and expense of the Dental Office. The EDA shall not in any event be responsible or liable for any theft or damage to property stored by the Dental Office or its contractors, agents, and assigns. In addition, the EDA shall not be responsible or liable for the security of any property stored by the Dental Office or its contractors, agents, and assigns.

Security and Safety Requirements: Dental Office or its contractors, agents, and assigns, at its sole cost and expense, shall ensure security and safety of any equipment, vehicles, or items stored or operated in the Temporary Construction Easement.

Liability Insurance. During the term of this Agreement, Dental Office shall procure and maintain continuously in effect (or shall cause the same to occur), the following policies of insurance of the kind and minimum amounts as are customarily maintained with respect to facilities and improvements similar to those located on the Temporary Easement Area, at commercially reasonable coverage levels, to be reviewed from time to time by the City: insurance against liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the use, occupancy, or condition of the Temporary Easement Area, or any part thereof, including insuring the indemnification obligations set forth above. Such insurance shall provide that the EDA is an additional insured.

General Insurance Requirement. All insurance required in this Agreement shall be placed with financially sound and reputable insurers licensed to transact business in the State of Minnesota. Dental Office shall, within a commercially reasonable time following the EDA's request therefor, furnish the EDA with copies of policies with minimum amount of \$1,000,000.00 per occurrence, \$2,000,000.00 in annual aggregate, evidencing all such insurance or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to the

EDA at least 30 days before the cancellation becomes effective. The insurance coverage herein required may be provided by a blanket insurance policy or policies.

This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Easement shall not be recorded, but an executed copy shall be kept at the EDA's offices.

Default: If at any time Dental Office or Dental Office 's contractors, agents or assigns fail to perform its obligations under this Agreement, EDA, in its sole discretion, may, upon not less than 10 days written notice to Dental Office (or immediately in the event of any danger or potential danger to human health or the environment): (i) seek specific performance of the unperformed obligations; (ii) perform Dental Office 's obligations and charge Dental Office for its costs reasonably incurred in doing so; or (iii) terminate the Agreement and remove Dental Office from the Temporary Easement Area. Grantee shall promptly reimburse EDA for EDA's uses incurred in performing Dental Office's obligations and/or removing Dental Office from the Temporary Easement Area within ten (10) days after receiving an invoice therefor. EDA's remedies set forth in this Section shall be in addition to, and not in limitation of, any other remedies that EDA may have at law or in equity.

Reservation of Rights: EDA reserves the right to occupy and use the Temporary Easement Area to inspect Dental Office's use thereof and in any manner that is not inconsistent with any rights granted herein.

Dental Office shall be responsible for the costs of preparing this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above.

OWNERS:

St. Francis Dental Office

Date_____

By: _____

Property Owner

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, St. Francis Dental, owner.

Notary Public

CITY:

St. Francis EDA

Date_____

By: _____

Its Chair

Date_____

By: _____

Its Executive Director

[illegible]

The foregoing instrument was acknowledge before me this _____ day of _____, 2023, by _____, the Chair and _____, the Executive Director of the St. Francis EDA, a public body corporate and politic and a political subdivision of the state in Minnesota, on behalf of said entity.

Notary Public

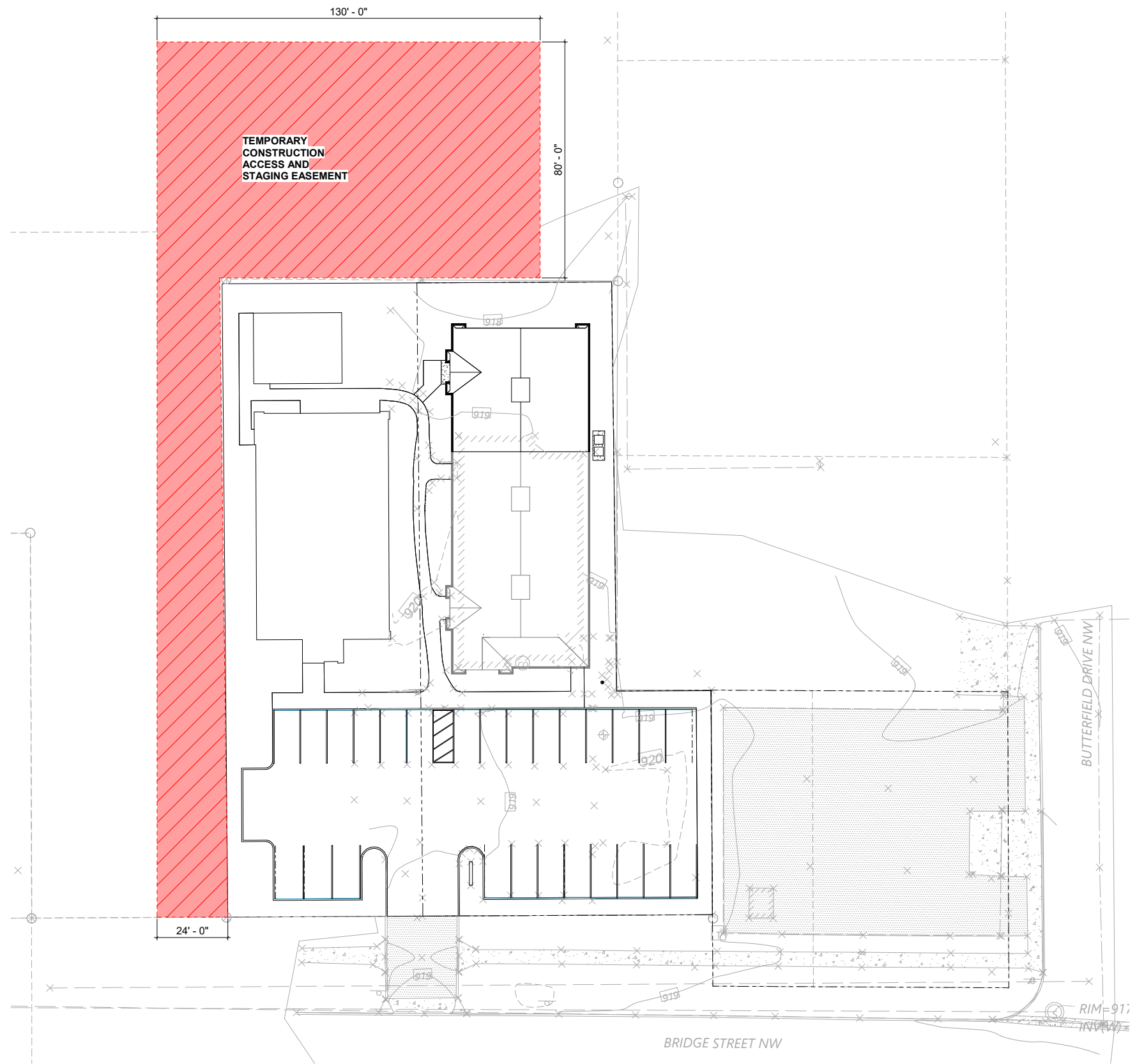
THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD. (DRS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433
(763) 780-8500

EXHIBIT A

Map Denoting Temporary Construction Easement Area

EXHIBIT B
Site Plan Approval



ST FRANCIS DENTAL
3715 Bridge Street
07-22-2022