



September 26, 2023

SRF NO. 16562.0290

Independent School District No. 283  
Attn: Jim Langevin  
Manager of Facilities & Safety  
6311 Wayzata Boulevard  
St. Louis Park, MN 55416

SUBJECT: OFFER TO ACQUIRE  
CEDAR LAKE ROAD PROJECT  
PROPERTY ADDRESS: 9400 CEDAR LAKE ROAD  
PARCEL NO.: 194

Dear Jim Langevin:

As you may be aware, the City of St. Louis Park is acquiring right of way for the above referenced project. This letter constitutes the City of St. Louis Park's formal offer for the purchase of the necessary land rights. The City of St. Louis Park hereby offers all interested parties who may have an interest in the real estate to be acquired the sum of **\$121,200.00**, which has been determined to be just compensation for such property and rights based upon the fair market value of the property. Attached to this letter is a *Value Calculation* setting out the basis for this determination.

This offer is made pursuant to the Uncomplicated Acquisition Valuation appraisal procedures provided for under Minnesota law. The City of St. Louis Park previously, or with this offer, has provided you with a copy of "*Acquisition Information for Property Owners*" brochure.

You will have a reasonable length of time to consider the offer. To aid in your decision you may wish to secure your own appraisal. Minnesota law provides reimbursement in an amount not to exceed \$5,000.00 for the actual costs of an appraisal of property acquired by direct purchase.

If you accept the offer, the parcel will be acquired by direct purchase, and you will be paid upon satisfactory evidence of marketable title. In the worst-case scenario that a mutually acceptable agreement cannot be arrived at in a timely manner, the property may be acquired in an eminent domain proceeding.

Your signature on this OFFER TO ACQUIRE is only for the verification that such an offer has been made to you and verification that the "*Acquisition Information for Property Owners*" brochure has been received by you. Your signature below does not prejudice your right to have the final amount determined through eminent domain proceedings in the event you do not accept the offer.

On behalf of the City of St. Louis Park, we wish to thank you for your cooperation and assistance, and we look forward to working with you toward a mutually satisfactory completion of the acquisition process.

Sincerely,

SRF CONSULTING GROUP, INC.



Matthew Marsh  
Real Estate Specialist II

Enclosures:  
Legal Description describing acquisition  
Memorandum of Agreement  
Conveyance Document  
Value Calculation  
Appraisal Receipt  
Payment Authorization  
Parcel Sketch

**ACKNOWLEDGMENT OF RECEIPT OF OFFER**

I CERTIFY THAT on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, this *Offer to Acquire* and *Value Calculation* was received by me from the above Right of Way Specialist; I also acknowledge the receipt of a brochure explaining the land acquisition process and the Owner's rights, privileges and obligations.

By: \_\_\_\_\_

Its: \_\_\_\_\_



SRF No. 16562.0290

**VALUE CALCULATION**

CITY OF ST. LOUIS PARK  
CEDAR LAKE ROAD PROJECT

Parcel No.: 194

Fee Owners: Independent School District No. 283

Parcel Sketch of property to be acquired:

See Attached Exhibit A

**ACQUISITION INFORMATION**

Permanent Sidewalk, Trail, D&U Easement: 11,894 square feet

Temporary Construction Easement: 11,210 square feet

**VALUATION**

Land Value Before Taking	= \$8,953,200.00
Land Value After Taking	= <u>\$8,852,100.00</u>
Permanent Sidewalk, Trail, D&U Easement	= \$ 101,100.00
Plus: Indicated Damages	= \$ 19,100.00
Plus: Temporary Easement	= <u>\$ 1,000.00</u>
<b>TOTAL (rounded)</b>	<b>= \$ 121,200.00</b>



## Appraisal Receipt and Disclosure

Project Name: Cedar Lake Road Project

County: Hennepin

Property Address: 9400 Cedar Lake Road

Parcel No: 194

Owner(s): Independent School District No. 283

Minnesota law requires that governmental agencies acquiring property for public highways and other purposes provide the affected property owner with a formal offer to purchase the necessary rights, a description of the basis for the valuation used by the Agency and a copy of the Agency's appraisal(s) of just compensation. Accordingly, enclosed is a copy of the appraisal(s) for the above property prepared by Kelly Lindstrom, dated August 2<sup>nd</sup>, 2023.

Minnesota law also provides that the owner of the affected property may acquire his/her own independent appraisal for the proposed acquisition and that the governmental agency must reimburse for reasonable costs of the appraisal fee incurred by the owner up to a maximum of \$1,500 for single family and two-family residential property and minimum damage acquisition, and up to a maximum of \$5,000 for other types of property. In order to be entitled to reimbursement, the owner must comply with the following:

1. The owner's appraisal must be prepared by a qualified appraiser who is licensed under Minnesota appraisal licensing laws.
2. Payment for the appraisal will be reimbursed within 30 days after receiving a copy of the appraisal and the paid receipt from the appraiser. (Upon agreement between the acquiring authority and the owner, the acquiring authority may pay the reimbursement directly to the appraiser.)

If you choose to obtain your own appraisal, we would request that the appraiser be instructed to provide you with two copies of his/her appraisal report.

Please feel free to contact the undersigned agent with any questions you might have. Thank you for your cooperation.

Appraisal received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Owner:  
Independent School District No. 283,  
a Minnesota Municipal Corporation

SRF Consulting Group Inc.

By: \_\_\_\_\_

Contact: Matthew Marsh

Address: 3701 Wayzata Boulevard, Suite 100

Minneapolis, MN 55416

Its: \_\_\_\_\_

Phone: 763-340-1946



**MEMORANDUM OF AGREEMENT**

CITY OF ST. LOUIS PARK  
CEDAR LAKE ROAD PROJECT

Parcel No: 194  
Fee Owners: Independent School District No. 283

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, Independent School District No. 283, a Minnesota Municipal Corporation, Owners of the above-described parcel of property located in County of Hennepin, State of Minnesota, did execute and deliver a conveyance for the aforesaid easements to the City of St. Louis Park.

This agreement is now made and entered as a Memorandum of all the terms, and the only terms, agreed upon in connection with the above transaction. It is hereby acknowledged and agreed upon between the parties that:

1. The Owners have been furnished with the approved estimate of just compensation for the property acquired and a summary statement of the basis for the estimate. The Owners understand that the acquired property is for use in connection with the construction of the Cedar Lake Road Project.
2. The Owners understand and acknowledge that the City of St. Louis Park has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of the property.
3. That in full compensation for the conveyance of said property, the City of St. Louis Park shall pay the Owners the sum of \$\_\_\_\_\_ for land and damages. Owners understand that payment by the City of St. Louis Park must await approval of title and processing of a voucher.
4. Additionally:

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties.

Owner: Independent School District No. 283,  
a Minnesota Municipal Corporation

City of St. Louis Park

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

---

PERMANENT EASEMENT  
SIDEWALK/TRAIL/DRAINAGE AND UTILITY

THIS INDENTURE, Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Independent School District No. 283, a Minnesota Municipal Corporation, GRANTOR, and the City of St. Louis Park, a Minnesota municipal corporation, together with all hereditaments and appurtenances belonging thereto (hereinafter referred to as the “**Grantee**”).

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the Grantor hereby gives, grants, conveys and relinquishes unto said Grantee, and Grantee’s officers, employees, agents, representatives, contractors and invitees, a permanent and perpetual Easement for the drainage and utility purposes and other municipal utilities, reconstruction, operation, maintenance, inspection, alteration, repair and use of a public sidewalk, street, curb and gutter, storm sewer, sanitary sewer, water, cable, electric and other municipal utilities, trails facilities and improvements upon, over, under, across and through the following-described tract or parcel of land located in Hennepin County, Minnesota, and described as follows:

See attached Exhibit A

(The "Easement Area")

Grantor warrants and covenants that Grantor is the fee simple owner of the above-described premises and has the lawful right and authority to convey and grant this Easement and will warrant and defend title to the above-described premises against all claims.

This Easement includes the right of the Grantee, its contractors, agents, employees and invitees to enter upon said premises at all reasonable times for the purposes of construction, grading, sloping, restoration, and all purposes in furtherance thereof or related thereto, including but not limited to the right to remove trees, shrubs or other vegetation and existing structures and improvements in the Easement Area, as well as the right to deposit earthen materials within the Easement Area, to move, store, and remove equipment and supplies, and to perform any other work necessary and incident to Grantee's project or to the continued operation of Grantee's improvements within the Easement Area or Grantee's use of this Easement.

Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

To have and to hold the Easement and right of way unto the Grantee for the purposes herein stated.

This Easement, and all covenants, terms, conditions, provisions and undertakings created by this Easement are perpetual and will run with the land and will be binding upon Grantor's heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on the day and year first above written.

WITNESS, The hand of the GRANTOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ on behalf of Independent School District No. 283, a Minnesota Municipal Corporation, Grantor.

\_\_\_\_\_  
 Notary Public  
 County of \_\_\_\_\_  
 State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

This Instrument Drafted By:

SRF Consulting Group, Inc. as Agent for  
 the City of St. Louis Park, MN  
 3701 Wayzata Boulevard, Suite 100  
 Minneapolis, MN 55416-3791



Exhibit A

PARCEL 194 PE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

A perpetual easement for sidewalk, trail, drainage, and utility purposes over, under, across and through part of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5<sup>th</sup> Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Said perpetual easement being that part of said described property described as beginning at the southwest corner of Lot 8, Block 2, said ARETZ 3RD ADDITION; thence North 16 degrees 28 minutes 36 seconds West, assumed bearing, along the westerly line of said Lot 8 a distance of 13.80 feet; thence South 80 degrees 06 minutes 12 seconds West a distance of 1.36 feet; thence westerly 25.24 feet along a tangential curve concave to the south having a radius of 212.00 feet and a central angle of 06 degrees 49 minutes 20 seconds; thence South 73 degrees 16 minutes 52 seconds West, tangent to said curve, a distance of 547.05 feet; thence South 71 degrees 16 minutes 49 seconds West a distance of 19.94 feet; thence southwesterly 99.44 feet along a non-tangential curve concave to the northwest having a radius of 927.00 feet and a central angle of 06 degrees 08 minutes 46 seconds, the chord of said curve bears South 78 degrees 30 minutes 13 seconds West; thence South 89 degrees 30 minutes 21 seconds West, not tangent to said curve, a distance of 28.11 feet; thence westerly 65.66 feet along a non-tangential curve concave to the north having a radius of 923.54 feet and a central angle of 04 degrees 04 minutes 25 seconds, the chord of said curve bears South 85 degrees 20 minutes 28 seconds West; thence South 68 degrees 18 minutes 34 seconds West, not tangent to said curve, a distance of 22.40 feet; thence South 80 degrees 50 minutes 10 seconds West a distance of 20.61 feet; thence North 86 degrees 25 minutes 11 seconds West a distance of 43.17 feet; thence South 03 degrees 07 minutes 58 seconds West a distance of 5.69 feet to the northerly right of way of Cedar Lake Road; thence easterly and northeasterly along said northerly right of way line to the point of beginning.

## TEMPORARY CONSTRUCTION EASEMENT GRANT

THIS EASEMENT GRANT is made by Independent School District No. 283, a Minnesota Municipal Corporation, (hereinafter referred to as the “**Grantor**”) in favor of and to the City of St. Louis Park, a Minnesota municipal corporation (hereinafter referred to as the “**Grantee**”).

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of a tract of land described as follows (hereinafter referred to as the “**Parcel**”):

### Exhibit A

B. The Grantor wishes to grant and convey to Grantee a temporary construction easement on, over, under, through, and across those parts of the Parcel described as follows (hereinafter referred to as the “**Temporary Construction Easement**”):

### See attached Exhibit B

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF TEMPORARY CONSTRUCTION EASEMENT.** The Grantor hereby grants to the Grantee, for its successors and assigns, the Temporary Construction Easement over, under, and across the Parcel.

2. **USE OF TEMPORARY CONSTRUCTION EASEMENT.** Access for construction purposes including, but not limited to, the right to trim and cut such vegetation within the Easement Area as needed to reasonably accommodate the construction activities and the right to use the Easement Area to stage, operate, and store equipment as needed to complete the construction activities. Displacing soil and grading, are permissible on, over, under, through, and across the Temporary Construction Easement premises.

3. **TERM OF TEMPORARY CONSTRUCTION EASEMENT.** The Temporary Construction Easement shall commence on May 1, 2024 and shall expire on October 31, 2025, and any and all right, title, interest, lien or right of possession to the Temporary Construction Easement premises shall thereupon automatically terminate and be of no further legal effect or validity.

4. RESTORATION OF TEMPORARY CONSTRUCTION EASEMENT PREMISES. As a condition of said Temporary Construction Easement grant, Grantee shall, upon completion of construction and prior to termination, restore the ground surface of the Temporary Construction Easement premises to its original condition so far as is reasonably practicable with the exception of any grade changes, bank sloping, ditching, fills, slope construction, cuts and any removal of earth, other materials, trees and other vegetation.

5. WARRANTIES OF TITLE. Grantor warrants and guarantees that Grantor has good and indefeasible fee simple title to the Parcel and Grantor warrants and guarantees that Grantor has the full authority to grant the Temporary Construction Easement provided herein, free and clear of all other claims.

6. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the Parcel and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. ENVIRONMENTAL MATTERS. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or Property prior to the date of this instrument.



Exhibit A

PARCEL 194 TE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5<sup>th</sup> Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Exhibit B

PARCEL 194 TE

OWNER: INDEPENDENT SCHOOL DISTRICT 283

P.I.N. 07-117-21-32-0001

PARCEL LEGAL AND OWNER ACCORDING TO DOCUMENT NO. 3013836

A temporary easement for construction purposes over, under, across and through part of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 7, Township 117 North, Range 21 West of the 5<sup>th</sup> Principal Meridian, lying west of ARETZ 3RD ADDITION, north of the centerline of Cedar Lake Road and south of a line drawn from the northwest corner of Lot 4, Block 2 of ARETZ 3RD ADDITION to a point on the west line of said Southwest Quarter of said Section 7, 221 feet south of the northwest corner of said Southwest Quarter, Hennepin County, Minnesota.

Said temporary easement being that part of said described property described as commencing at the southwest corner of Lot 8, Block 2, said ARETZ 3RD ADDITION; thence North 16 degrees 28 minutes 36 seconds West, assumed bearing, along the westerly line of said Lot 8 a distance of 13.80 feet to the point of beginning of said temporary easement; thence South 80 degrees 06 minutes 12 seconds West a distance of 1.36 feet; thence westerly 25.24 feet along a tangential curve concave to the south having a radius of 212.00 feet and a central angle of 06 degrees 49 minutes 20 seconds; thence South 73 degrees 16 minutes 52 seconds West, tangent to said curve, a distance of 547.05 feet; thence South 71 degrees 16 minutes 49 seconds West a distance of 19.94 feet; thence southwesterly 99.44 feet along a non-tangential curve concave to the northwest having a radius of 927.00 feet and a central angle of 06 degrees 08 minutes 46 seconds, the chord of said curve bears South 78 degrees 30 minutes 13 seconds West; thence South 89 degrees 30 minutes 21 seconds West, not tangent to said curve, a distance of 28.11 feet; thence westerly 65.66 feet along a non-tangential curve concave to the north having a radius of 923.54 feet and a central angle of 04 degrees 04 minutes 25 seconds, the chord of said curve bears South 85 degrees 20 minutes 28 seconds West; thence South 68 degrees 18 minutes 34 seconds West, not tangent to said curve, a distance of 22.40 feet; thence South 80 degrees 50 minutes 10 seconds West a distance of 20.61 feet; thence North 86 degrees 25 minutes 11 seconds West a distance of 43.17 feet; thence South 03 degrees 07 minutes 58 seconds West a distance of 5.69 feet to the northerly right of way of Cedar Lake Road; thence westerly along said northerly right of way a distance of 47.17 feet; thence North 03 degrees 34 minutes 49 seconds East a distance of 54.85 feet; thence South 86 degrees 25 minutes 11 seconds East a distance of 30.00 feet; thence South 03 degrees 34 minutes 49 seconds West a distance of 40.00 feet; thence South 86 degrees 25 minutes 11 seconds East a distance of 59.16 feet; thence North 80 degrees 50 minutes 10 seconds East a distance of 18.40 feet; thence North 68 degrees 18 minutes 34 seconds East a distance of 20.60 feet; thence North 85 degrees 13 minutes 45 seconds East a distance of 76.43 feet; thence North 89 degrees 30 minutes 21 seconds East a distance of 20.95 feet; thence North 78 degrees 29 minutes 36 seconds East a distance of 97.27 feet; thence North 71 degrees 16 minutes 49 seconds East a distance of 14.37 feet; thence North 16 degrees 43 minutes 08 seconds West a distance of 25.18 feet; thence North 73 degrees 16 minutes 52 seconds East a distance of 25.00 feet; thence South 16 degrees 43 minutes 08 seconds East a distance of 25.00 feet; North 73 degrees 16 minutes 52 seconds East a distance of

Exhibit B

527.60 feet; thence northeasterly along a tangential curve concave to the southeast having a radius 222.00 feet to the southwesterly line of said Lot 8; thence southeasterly along said southwesterly line a distance of 10.09 feet to the point of beginning.

Said temporary easement to expire October 31, 2025.



**PAYMENT AUTHORIZATION**

**City of St. Louis Park**  
CEDAR LAKE ROAD PROJECT

Parcel No: 194

Owner(s): Independent School District No. 283

Mortgagee: \_\_\_\_\_  
\_\_\_\_\_

Amount of Payment: \$ \_\_\_\_\_

Payable to: \_\_\_\_\_

Mail to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by Owner: Independent School District No. 283

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Approved by:

\_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_