

(Top 3 inches reserved for recording data)

AFFIDAVIT REGARDING BUSINESS ENTITY

Minnesota Uniform Conveyancing Blanks Form 50.1.3 (2011)

State of \_\_\_\_\_, County of \_\_\_\_\_

Patrick Trudgeon being first duly sworn on oath say(s) that:  
(insert name of affiant)

1. ~~XXXXXX~~ (He ~~is~~) the City Manager ~~XXXX~~ ~~XXXXXX~~ of the City of Roseville

a municipal corporation under the laws of Minnesota  
(the "**Business Entity**"), named as "Grantee" or the "City" in the document dated \_\_\_\_\_ and filed for record \_\_\_\_\_ as Document Number \_\_\_\_\_  
(month/day/year) (month/day/year)

(or in Book \_\_\_\_\_ of \_\_\_\_\_, Page \_\_\_\_\_), in the Office of the  County Recorder  Registrar of Titles  
(check the applicable boxes)  
of Ramsey County, Minnesota.

2. The Business Entity's principal place of business is at 2660 Civic Center Drive, Roseville, MN 55113

and the Business Entity's principal place(s) of business during the last ten (10) years has/have been at:  
2660 Civic Center Drive, Roseville, MN 55113

- 3. There have been no:
  - a. Bankruptcy or dissolution proceedings involving the Business Entity during the time period in which the Business Entity has had any interest in the premises described in the above document ("**Premises**");
  - b. Unsatisfied judgments of record against the Business Entity nor any actions pending in any courts, which affect the Premises;
  - c. Tax liens filed against the Business Entity; except as herein stated:  
none.

4. Any bankruptcy or dissolution proceedings of record against business entities with the same or similar names during the time period in which the Business Entity had any interest in the Premises are not against the Business Entity.

5. Any judgments or tax liens of record against entities with the same or similar names are not against the Business Entity.

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contracts, leases, easements, or other agreements or interests relating to the Premises except as stated herein:

- Earnest Money Contracts for acquisition of Easements referenced above; and
- Consent to Right of Entry, a true and correct copy of which is attached hereto as Exhibit A.

8. There are no persons in possession of any portion of the Premises other than pursuant to a recorded document except as stated herein:

none.

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) ~~has~~ ~~has~~ ~~has~~ knowledge.

Affiant(s) ~~know~~ know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the passing of title to the Premises.

Affiant(s)

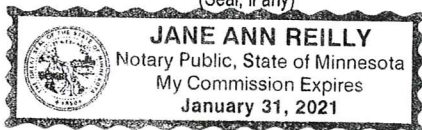
*Patrick Trudgeon*  
(signature) Patrick Trudgeon

(signature)

Signed and sworn to before me on September 29, 2016, by Patrick Trudgeon  
(month/day/year)

(insert name of person making statement)

(Seal, if any)



*Jane Ann Reilly*  
(signature of notarial officer)

Title (and Rank): Staff Assistant

My commission expires: January 31, 2021  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

Erickson, Bell, Beckman & Quinn, P.A.  
Attorneys at Law  
Suite 110  
1700 West Highway 36  
Roseville, MN 55113  
Phone: 651-223-4999

## EXHIBIT A

### CONSENT TO RIGHT OF ENTRY

THE UNDERSIGNED is the owner ("Owner") of certain lands in the City of Roseville, Minnesota (the "City") located at 2805 Fairview Avenue North and 2770 Fairview Avenue North (collectively, the "Properties"). Owner and the City intend to enter into easement agreements with respect to portions of the Properties described on Exhibit A and Exhibit B attached hereto (individually, an "Access Area" and, collectively, the "Access Areas") for purposes of grading, excavating and constructing turn lanes and associated improvements as part of the City's Twin Lakes Parkway Phase III project (collectively, the "Project Work").

It is expressly understood and recognized that the Access Areas are the subject of permanent and temporary easements (collectively, the "Easements"), the terms of which both parties have agreed to but which Easements have not been executed by the parties hereto as of the date hereof. The access and other rights granted pursuant to this Consent to Right of Entry shall automatically terminate and be of no further force or effect upon execution of the Easements by both of the parties hereto.

Owner, who is the sole party with a right to grant entry to the Properties, hereby consents to and grants unto the City, its agents and assigns, the temporary right to enter upon the Access Areas for the purpose of undertaking the Project Work.

Subject to the terms of the Easements, this Consent to Right of Entry, and any permanent improvements that may be constructed or installed in the Access Areas, after the exercise of any rights granted herein, the City shall, at the City's sole cost and expense, promptly restore the Access Areas to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said rights. The Project Work shall be performed in accordance with the construction plans previously provided to Owner by the City.


The City shall indemnify, defend and hold harmless Owner from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss arising as a result of entry onto and use of the Access Areas by the City and its contractors, agents, employees, except to the extent that any such loss arises or results from the negligence or willful misconduct of Owner or its contractors, agents or employees.

*[Signature page follows.]*


IN TESTIMONY WHEREOF, Owner has caused this Consent to Right of Entry to be executed as of this 26<sup>th</sup> day of September, 2016.

PROPERTY OWNER:

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By:   
Name: R. William Inserra  
Its: Vice President

Agreed to and Accepted by:

  
City of Roseville

9/26/16  
Date

**Exhibit A**

**2805 Fairview Avenue North, Roseville, Minnesota**

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary Access Area for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 53.00 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence South 89 degrees 21 minutes 16 seconds West, along the south line of the above described parcel of land, 68.00 feet; thence North 01 degrees 08 minutes 15 seconds West 10.00 feet; thence North 89 degrees 21 minutes 16 seconds East 199.01 feet; thence North 30 degrees 15 minutes 30 seconds East 32.63 feet; thence North 89 degrees 21 minutes 16 seconds East 12.00 feet; thence North 01 degrees 08 minutes 15 seconds West 173.39 feet to a point on the north line of the above described parcel of land; thence North 89 degrees 17 minutes 56 seconds East, along the north line of the above described parcel of land, 20.00 feet to the Point of Beginning.

**Exhibit B**

**2770 Fairview Avenue North, Roseville, Minnesota**

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary Access Area for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 353.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 42.00 feet; thence South 89 degrees 13 minutes 57 seconds West 42.00 feet; thence South 01 degrees 08 minutes 15 seconds East 320.01 feet; thence South 89 degrees 13 minutes 57 seconds West 3.00 feet; thence North 01 degrees 08 minutes 15 seconds West 325.01 feet; thence North 89 degrees 13 minutes 57 seconds East 40.00 feet; thence North 01 degrees 08 minutes 15 seconds West 37.00 feet; thence North 89 degrees 13 minutes 57 seconds East 5.00 feet to the Point of Beginning.