

REQUEST FOR COUNCIL ACTION

Date: 6/16/2014

Item No.: 13.a

Department Approval



City Manager Approval



Item Description: Approve Memorandum of Agreement for the Purchase of Right-of-Way for the Twin Lakes Improvement Project

BACKGROUND

In 2009, the City received a \$1 million federal appropriation for public infrastructure work within the Twin Lakes Redevelopment Area. These funds were identified to be used to purchase the right of way necessary to construct Phase 3 of Twin Lakes Parkway, between Prior Avenue and Fairview Avenue. This is the logical next step to preserve the opportunity to construct Phase 3 of the Parkway when it is needed.

When federal funds are used, the “acquiring authorities” need to meet the provisions of federal law titled The Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (also known as The Uniform Act or simply The Act), together with those regulations which implement The Act. Conformance with applicable federal policies and regulations are required to use the federal funds to acquire this right of way.

The right-of-way being acquired is shown as Parcels 1-4 in Attachment B. The right-of-way is spread over four individual parcels owned by PIK Terminal Company.

Over the past several months, the City’s consultant has been working with the property owner in order to establish a mutually agreed upon purchase price. As part of this process, the City obtained appraisals of the value of the right-of-way being acquired and the property owner also obtained an independent appraisal of the proposed acquisition. Ultimately the parties reached a negotiated price for the right-of-way subject to Council approval and an agreement reflecting that price is being presented to Council in a closed session for discussion.

This agreement should be approved subject to the condition of the procurement of title insurance policies for the properties satisfactory to the City. The process of obtaining said title insurance is currently underway.

COMPREHENSIVE PLAN COMPLIANCE

Minnesota Statute 462.356 establishes how a City is to effect or realize the goals of its Comprehensive Plan once adopted. This particular statute, among other things, requires the City to review all proposals by the City to acquire or dispose of land and to make findings as to the compliance of the acquisition and/or disposal with the Comprehensive Plan.

Staff believes the purchase of the property is in compliance with the Comprehensive Plan as it meets the following policies and goals of the Roseville Comprehensive Plan:

General Land Use Goals & Policies

Policy 1.6: Encourage improvements to the connectivity and walkability between and within the community's neighborhoods, gathering places, and commercial areas through new development, redevelopment, and infrastructure projects.

Policy 1.7: Create a higher aesthetic level for the community through the use of redevelopment and infrastructure improvements to reduce or eliminate visual pollutants such as overhead power, cable, and telephone lines, traffic controllers, junction boxes, and inappropriate signage.

Commercial Area Goals and Policies

Policy 3.2: Promote redevelopment that reduces blight, expands the tax base, enhances the mix of land uses in the community, and achieves other community objectives.

Policy 9.1 Encourage commercial areas to make efficient use of land, provide for safe vehicular and pedestrian movements, provide adequate parking areas, provide appropriate site landscaping, and create quality and enduring aesthetic character.

Policy 9.2 Promote commercial development that is accessible by transit, automobile, walking and bicycle.

Mixed-Use Area Goals and Policies

Policy 13.1 Facilitate the improvement, environmental remediation, and redevelopment of underutilized, heavy industrial land and trucking facilities in designated locations into a compatible mixture of residential and employment uses.

Economic Development Goals and Policies

Goal 3: Establish an infrastructure system to meet the needs of current businesses and facilitate future growth.

Transportation Goals and Policies

Policy 2.3 Ensure transportation network responds to changing transportation technologies and modes.

Policy 3.1 System-wide transportation capacity should be achieved by using a high level of network connectivity, appropriately spaced and properly sized thoroughfares, and multiple travel modes, rather than increasing the capacity of individual thoroughfares.

Policy 3.2 Channel major traffic volumes onto community collector streets, arterials, and highways and discourage motorized traffic for passing through residential areas on local streets.

POLICY OBJECTIVE

As discussed above the acquisition of this land follows the goals and policies of the City's Comprehensive Plan as well as the former Area Wide Alternative Review (AUAR) for the Twin Lakes Area.

FINANCIAL IMPACTS

The cost of the land acquisition is largely offset by \$999,829 in federal grant monies. The remaining costs are proposed to be funded by TIF balances. A feasibility study is underway to recommend assessing benefitting properties for the construction of the next phase of Twin Lakes Parkway and other transportation improvements in the Twin Lakes Area.

68 **STAFF RECOMMENDATION**

69 Staff recommends that the City Council approve the resolution authorizing the Mayor and City Manager
70 to execute the Memorandums of Agreement for the acquisition of land from PIK Terminal Company.

71 **REQUESTED COUNCIL ACTION**

72 Approve the resolution authorizing the Mayor and City Manager to execute the Memorandum of
73 Agreement for Parcels 1 & 2 and the Memorandum of Agreement for Parcels 3 & 4 for the acquisition
74 of land from PIK Terminal Company.

Prepared by: Marc Culver, City Engineer
Attachments: A. Resolution
B. Right of way Map
C. Memorandum of Agreements (redacted)

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
2 of Roseville, County of Ramsey, Minnesota, was duly held on the 16th day of June, 2014,
3 at 6:00 p.m.

4
5 The following members were present: and the following members were
6 absent: .

7
8 Councilmember introduced the following resolution and moved its adoption:
9

10 **RESOLUTION No.**
11
12 **AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE**
13 **MEMORANDUM OF AGREEMENT FOR PARCELS 1 & 2 AND THE**
14 **MEMORANDUM OF AGREEMENT FOR PARCELS 3 & 4 FOR THE**
15 **ACQUISITION OF LAND FROM PIK TERMINAL COMPANY**
16

17
18 BE IT RESOLVED by the City Council of the City of Roseville, as follows:
19

20 WHEREAS, the City of Roseville sets forth to construct a public roadway as the
21 extension of Twin Lakes Parkway located east of Prior Ave; and
22

23 WHEREAS, it is necessary to acquire land from several parcels identified with the
24 following PID numbers identified with the following PID numbers:
25

26 04-29-23-33-0007	04-29-23-34-0001
27 04-29-23-33-0002	04-29-23-31-0015

28
29 all of which are owned by PIK Terminal Company, a Minnesota Limited partnership; and
30

31 WHEREAS, the City of Roseville and PIK Terminal Company have agreed upon
32 compensation for said land and also temporary easements for the purposes of
33 constructing Twin Lakes Parkway in the future; and
34

35 WHEREAS, the Minnesota Statute 462.356 requires the City to review all proposals by
36 the City to acquire or dispose of land and to make findings as to the compliance of the
37 acquisition and/or disposal with the Comprehensive Plan.
38
39

40 NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
41 ROSEVILLE, MINNESOTA, that the property acquisition of portions of PID numbers
42 04-29-23-33-0007, 04-29-23-34-0001, 04-29-23-33-0002, and 04-29-23-31-0015 for road
43 purposes is consistent with the adopted City of Roseville 2030 Comprehensive Plan.

44
45 BE IT FURTHER RESOLVED: That the Mayor and City Manager are hereby authorized
46 to execute the Memorandum of Agreement for Parcels 1 & 2 and the Memorandum of
47 Agreement for Parcels 3 & 4 for the acquisition of land from PIK Terminal Company
48 contingent on the procurement of title insurance policies for the properties satisfactory to
49 the City.

50
51 The motion for the adoption of the foregoing resolution was duly seconded by
52 Councilmember _____ and upon vote being taken thereon, the following voted in
53 favor thereof: _____ and the following voted against the same: _____.

54
55 WHEAREUPON said resolution was declared duly passed and adopted.

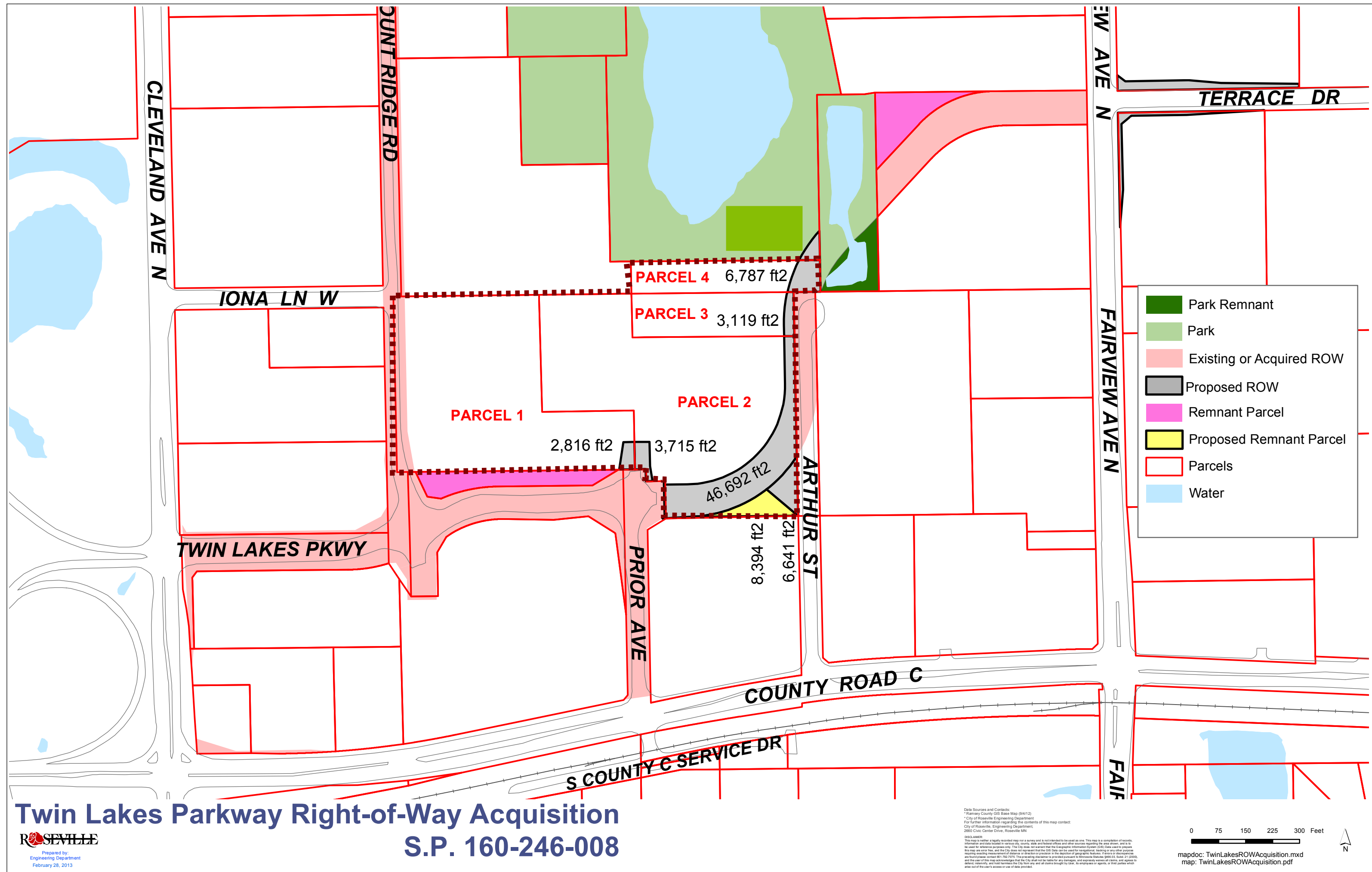
STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 16th day of June, 2014, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 16th day of June, 2014.

Patrick Trudgeon, City Manager

(SEAL)





MEMORANDUM OF AGREEMENT

Twin Lakes Improvement Project

Parcel No. 1 & 2
 Fee Owners: PIK Terminal Company, a Minnesota limited partnership
 PID: 04-29-23-33-0007 & 04-29-23-33-0002

On this 22nd day of May, 2014, PIK Terminal Company, a Minnesota limited partnership, Owners of the above described parcel of property located in the City of Roseville, did execute and deliver a conveyance to the aforesaid real estate to the City of Roseville.

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 Owner(s) 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 Owner(s) understand that the acquired property is for use in connection with the Twin Lakes Public Improvements project.
2. The Owner(s) understand and acknowledge that SRF's Representative 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 Roseville shall pay all interested parties the sum of \$ for land and damages. Owner(s) understand that payment by the City of Roseville must await approval by the City of Roseville, recording of the conveyance and processing of a voucher.
4. If requested by the acquiring agency, the Owner(s) will cooperate and adjust for clerical errors, any or all documentation if deemed necessary or desirable at the reasonable discretion of the acquiring agency. The Owner(s) agree to comply with this request within 30 days from the date of mailing the request.
5. Additional Terms: None

It is understood and agreed that the entire agreement of the parties is contained in the Temporary Easement, this Memorandum of Agreement, and the Warranty Deed dated May 22, 2014 and that these Agreements supersede all oral agreements and negotiations between the parties.

PIK Terminal Company, a Minnesota limited partnership

By: Marlette Pkowsky

Its: Chief Manager

City of Roseville

By: _____

Its: _____

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 20____

FOR VALUABLE CONSIDERATION, PIK Terminal Company, a Minnesota limited partnership, Grantors, hereby conveys and warrants to the City of Roseville, a Governmental Subdivision of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, described as follows:

See attached Exhibit A

AND

Also, a temporary easement for highway construction purposes

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Grantor(s) certifies that they do not know of any wells on the described property.

PIK Terminal Company,
a Minnesota limited partnership

By: Nanette Pikovsky

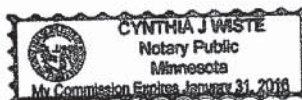
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9 day of June
2014, by Nanette Pikovsky the Chief Manager

of PIK Terminal Company, a Minnesota limited partnership, on behalf of the partnership.

Cynthia J. Waste
NOTARY PUBLIC



This instrument was drafted by
and return to:
SRF Consulting Group, Inc.
One Carlson Parkway, Suite 150
Minneapolis, MN 55447-4443

H:\Projects\7992\RIW\Parcel Files\Parcel 1\Warranty Deed Corp.doc

EXHIBIT A

PARCEL 1

OWNER: PIK TERMINAL COMPANY

P.I.N. 04-29-23-33-0007

That part of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota lying northerly of the South 833 feet of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 4, described as follows:

Beginning at the intersection of the east line of said Southwest Quarter of Southwest Quarter with the north line of said South 833 feet; thence northerly along said east line 78.05 feet; thence westerly deflecting to the left 89 degrees 34 minutes 03 seconds 29.95 feet; thence southerly deflecting to the left 80 degrees 27 minutes 49 seconds 79.55 feet to said north line; thence easterly along said north line to the point of beginning.

A 10.00 foot temporary easement for construction purposes over, under, across and through that part of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota lying northerly of the South 833 feet of the East Half of the Southwest Quarter of the Southwest Quarter of said Section 4. Said temporary easement lies westerly of and adjacent to the following described line:

Commencing at the intersection of the east line of said Southwest Quarter of Southwest Quarter with the north line of said South 833 feet; thence northerly along said east line 78.05 feet; thence westerly deflecting to the left 89 degrees 34 minutes 03 seconds 29.95 feet to the beginning of said described line; thence southerly deflecting to the left 80 degrees 27 minutes 49 seconds 79.55 feet to said north line and there terminating.

Said temporary easement to commence 5/1/2015 and expire 4/30/2016.

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 20____

FOR VALUABLE CONSIDERATION, PIK Terminal Company, a Minnesota limited partnership, Grantors, hereby conveys and warrants to the City of Roseville, a Governmental Subdivision of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, described as follows:

See attached Exhibit A

AND

Also, a temporary easement for highway construction purposes

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Grantor(s) certifies that they do not know of any wells on the described property.

PIK Terminal Company,
a Minnesota limited partnership

By: Nanette Pikovsky

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9 day of June

2014, by Nanette Pikovsky the Chief Manager

of PIK Terminal Company, a Minnesota limited partnership, on behalf of the partnership.

Cynthia J. Waste
NOTARY PUBLIC



This instrument was drafted by
and return to:
SRF Consulting Group, Inc.
One Carlson Parkway, Suite 150
Minneapolis, MN 55447-4443

EXHIBIT A

PARCEL 2

OWNER: PIK TERMINAL COMPANY

P.I.N. 04-29-23-33-0002

That part of the North 500 feet of the South 1,200 feet of the West 450 feet of the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, which lies southerly and westerly of the following described line:

Commencing at the intersection of the west line of said Southeast Quarter of Southwest Quarter with a line distant 833 feet northerly of and parallel with the south line of the Southwest Quarter of said Section 4; thence northerly along said west line 78.05 feet to the beginning of said line; thence easterly deflecting to the right 90 degrees 25 minutes 57 seconds 42.13 feet; thence southerly deflecting to the right 89 degrees 17 minutes 49 seconds 67.14 feet; thence southerly deflecting to the left 8 degrees 27 minutes 49 seconds to the south line of said North 500 feet and said line there terminating.

Together with that part of the above-described property lying southerly, southeasterly and easterly of a line run parallel with and distant 45.00 feet northerly, northwesterly and westerly of the following described line:

Commencing at the intersection of the west line of said Southeast Quarter of the Southwest Quarter with the south line of said North 500 feet; thence northerly along said west line 49.13 feet to the beginning of the line to be described; thence easterly deflecting to the right 90 degrees 33 minutes 00 seconds 144.13 feet; thence easterly, northeasterly and northerly 503.88 feet along a tangential curve concave to the northwest having a radius of 319.00 feet and a central angle of 90 degrees 30 minutes 10 seconds; thence northerly, tangent to said curve, to the north line of said South 1,200 feet and there terminating.

A 15.00 foot temporary easement for construction purposes over, under, across and through the North 500 feet of the South 1,200 feet of the West 450 feet of the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota. Said temporary easement lies easterly of and adjacent to the following described line:

Commencing at the intersection of the west line of said Southeast Quarter of Southwest Quarter with a line distant 833 feet northerly of and parallel with the south line of the Southwest Quarter of said Section 4; thence northerly along said west line 78.05 feet; thence easterly deflecting to the right 90 degrees 25 minutes 57 seconds 42.13 feet to the beginning of said described line; thence southerly deflecting to the right 89 degrees 17 minutes 49 seconds 67.14 feet; thence southerly deflecting to the left 8 degrees 27 minutes 49 seconds to the south line of said North 500 feet and said described line there terminating.



MEMORANDUM OF AGREEMENT

Twin Lakes Improvement Project

Parcel No. 3 & 4
Fee Owners: PIK Terminal Company
PID: 04-29-23-34-0001 & 04-29-23-31-0015

On this 22nd day of May, 2014, PIK Terminal Company, Owners of the above described parcel of property located in the City of Roseville, did execute and deliver a conveyance to the aforesaid real estate to the City of Roseville.

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 Owner(s) 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 Owner(s) understand that the acquired property is for use in connection with the Twin Lakes Public Improvements project.
2. The Owner(s) understand and acknowledge that SRF's Representative 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 Roseville shall pay all interested parties the sum of \$ for land and damages. Owner(s) understand that payment by the City of Roseville must await approval by the City of Roseville, recording of the conveyance and processing of a voucher.
4. If requested by the acquiring agency, the Owner(s) will cooperate and adjust for clerical errors, any or all documentation if deemed necessary or desirable at the reasonable discretion of the acquiring agency. The Owner(s) agree to comply with this request within 30 days from the date of mailing the request.
5. Additional Terms: None

It is understood and agreed that the entire agreement of the parties is contained in the Temporary Easement, this Memorandum of Agreement, and the Warranty Deed dated 5/22/14 and that these Agreements supersede all oral agreements and negotiations between the parties.

PIK Terminal Company

By: Nanette Pkowsky

Its: Chief Manager

City of Roseville

By: _____

Its: _____

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$_____

Date: _____, 20_____

FOR VALUABLE CONSIDERATION, PIK Terminal Company, Grantors, hereby conveys and warrants to the City of Roseville, a Governmental Subdivision of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, described as follows:

See attached Exhibit A

AND

Also, a temporary easement for highway construction purposes

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Grantor(s) certifies that they do not know of any wells on the described property.

PIK Terminal Company

By: Nanette Pikovsky

Its: Chief Manager

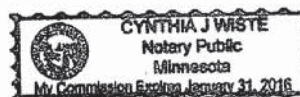
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9 day of June

2014, by Nanette Pikovsky the Chief Manager

of PIK Terminal Company, on behalf of the company.

Cynthia J. Wiste
NOTARY PUBLIC



This instrument was drafted by
and return to:
SRF Consulting Group, Inc.
One Carlson Parkway, Suite 150
Minneapolis, MN 55447-4443

EXHIBIT A

PARCEL 3

OWNER: PIK TERMINAL COMPANY

P.I.N. 04-29-23-34-0001

That part of the West 450 feet of the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, except the South 1,200 feet thereof, Ramsey County, Minnesota lying easterly of a line run parallel with and distant 45.00 feet westerly of the following described line:

Commencing at the intersection of the west line of said Southeast Quarter of the Southwest Quarter with the south line of the North 500 feet of said South 1,200 feet; thence northerly along said west line 49.13 feet to the beginning of the line to be described; thence easterly deflecting to the right 90 degrees 33 minutes 00 seconds 144.13 feet; thence easterly, northeasterly and northerly 503.88 feet along a tangential curve concave to the northwest having a radius of 319.00 feet and a central angle of 90 degrees 30 minutes 10 seconds; thence northerly, tangent to said curve, 161.20 feet; thence northerly 255.00 feet along a tangential curve concave to the east having a radius of 332.00 feet and a central angle of 44 degrees 00 minutes 26 seconds and said line there terminating.

A 10.00 foot temporary easement for construction purposes over, under, across and through the West 450 feet of the Southeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, except the South 1,200 feet thereof, Ramsey County, Minnesota. Said temporary easement lies westerly of and adjacent to a line run parallel with and distant 45.00 feet westerly of the following described line:

Commencing at the intersection of the west line of said Southeast Quarter of the Southwest Quarter with the south line of the North 500 feet of said South 1,200 feet; thence northerly along said west line 49.13 feet to the beginning of the line to be described; thence easterly deflecting to the right 90 degrees 33 minutes 00 seconds 144.13 feet; thence easterly, northeasterly and northerly 503.88 feet along a tangential curve concave to the northwest having a radius of 319.00 feet and a central angle of 90 degrees 30 minutes 10 seconds; thence northerly, tangent to said curve, 161.20 feet; thence northerly 255.00 feet along a tangential curve concave to the east having a radius of 332.00 feet and a central angle of 44 degrees 00 minutes 26 seconds and said line there terminating.

Said temporary easement to commence 5/1/2015 and expire 4/30/2016.

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

Date: _____, 20____

FOR VALUABLE CONSIDERATION, PIK Terminal Company, Grantors, hereby conveys and warrants to the City of Roseville, a Governmental Subdivision of the State of Minnesota, Grantee, real property in Ramsey County, Minnesota, described as follows:

See attached Exhibit A

AND

Also, a temporary easement for highway construction purposes

See attached Exhibit A

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Grantor(s) certifies that they do not know of any wells on the described property.

PIK Terminal Company,

By: Nanette Pikovsky

Its: Chief Manager

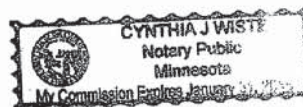
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 9 day of June

2014, by Nanette Pikovsky the Chief Manager

of PIK Terminal Company, on behalf of the company.

Cynthia J. Wiste
NOTARY PUBLIC



This instrument was drafted by
and return to:
SRF Consulting Group, Inc.
One Carlson Parkway, Suite 150
Minneapolis, MN 55447-4443

EXHIBIT A

OWNER: PIK TERMINAL COMPANY
P.I.N. 04-29-23-31-0015

That part of the South 89.32 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, except the East 792 feet thereof, Ramsey County, Minnesota lying easterly of a line run parallel with and distant 45.00 feet westerly of the following described line:

Commencing at the intersection of the west line of the Southeast Quarter of said Southwest Quarter with the North line of the South 700 feet of said Southeast quarter of the Southwest Quarter; thence northerly along said west line 49.13 feet to the beginning of the line to be described; thence easterly deflecting to the right 90 degrees 33 minutes 00 seconds 144.13 feet; thence easterly, northeasterly and northerly 503.88 feet along a tangential curve concave to the northwest having a radius of 319.00 feet and a central angle of 90 degrees 30 minutes 10 seconds; thence northerly, tangent to said curve, 161.20 feet; thence northerly 255.00 feet along a tangential curve concave to the east having a radius of 332.00 feet and a central angle of 44 degrees 00 minutes 26 seconds and said line there terminating.

A 10.00 foot temporary easement for construction purposes over, under, across and through the South 89.32 feet of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, except the East 792 feet thereof, Ramsey County, Minnesota. Said temporary easement lies westerly of and adjacent to a line run parallel with and distant 45.00 feet westerly of the following described line:

Commencing at the intersection of the west line of the Southeast Quarter of said Southwest Quarter with the North line of the South 700 feet of said Southeast quarter of the Southwest Quarter; thence northerly along said west line 49.13 feet to the beginning of the line to be described; thence easterly deflecting to the right 90 degrees 33 minutes 00 seconds 144.13 feet; thence easterly, northeasterly and northerly 503.88 feet along a tangential curve concave to the northwest having a radius of 319.00 feet and a central angle of 90 degrees 30 minutes 10 seconds; thence northerly, tangent to said curve, 161.20 feet; thence northerly 255.00 feet along a tangential curve concave to the east having a radius of 332.00 feet and a central angle of 44 degrees 00 minutes 26 seconds and said line there terminating.

Said temporary easement to commence 5/1/2015 and expire 4/30/2016.