

**CITY OF CROSSLAKE  
CITY COUNCIL  
PUBLIC HEARING  
6:30 P.M., MONDAY, JUNE 9, 2008  
CITY COUNCIL CHAMBERS, CITY HALL  
MINUTES**

**COUNCIL MEMBERS PRESENT:** Mayor Jay Andolshek, Steve Roe, Dean Swanson and Rusty Taubert.

**COUNCIL MEMBERS NOT PRESENT:** Irene Schultz.

**OTHERS PRESENT:** Tom Swenson, City Administrator; Kenneth R. Anderson, Community Development Director; Lane Braaten, Planner/Zoning Coordinator.

**CALL TO ORDER:** Mayor Jay Andolshek called the meeting to order at 6:30 P.M. He explained the purpose of the hearing was to take public comments regarding a petition to vacate a portion of Anchor Point Road maintained by the City of Crosslake.

**Petition for Road Vacation by David Kroona and Lynn Lukoskie, 12006 Anchor Point Road.**

Ken Anderson introduced the road vacation request to the City Council and public stating that the properties in question are located at the end of Anchor Point Road. Mr. Anderson said that the Kroona's own two (2) lots, Lots 10 and 11 of Brothen's Anchor Point, and that the City has been maintaining portions of the road located within said lots for over six (6) years. Mr. Anderson explained that there was an existing home on Lot 10 and the Kroona's would like to construct a new home on Lot 11 and are requesting the City vacate the necessary sections of Anchor Point Road in order for the Kroona's to move forward with their proposed building plans. The paved portion to be vacated is approximately 70 ft. in length by 9.5 ft. in width. Mr. Anderson explained that currently the City plows snow to the end of Anchor Point Road and uses the Kroona's driveway on Lot 10 as an area for the snowplows to turn around. Under an agreement drawn up by the City Attorney, if the vacation is approved, the plows will continue to leave snow at the end of the City maintained portion of Anchor Point Road. It will be the property owner's responsibility to remove the snow from the end of the road to access their proposed driveway. The City will also retain an easement for City vehicles to turnaround in the driveway of Lot 10. Mr. Anderson stated that the Planning and Zoning Commission, the Park and Recreation Commission, and the Public Works Commission considered the petition and were not opposed to the road vacation request.

Discussion followed regarding the Kroona's proposed lot line adjustment between Lots 10 and 11, the location of the proposed home on Lot 11, and the non-conforming structure language as stated in City Ordinance that will allow the new home to maintain the same setback as the existing structure(s) on Lot 11 since the zoning permit application was submitted before the City ordinance was amended to require a 75 ft. setback.

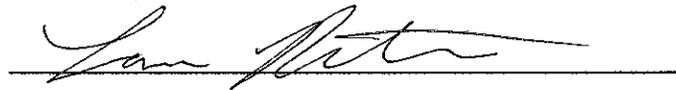
Mayor Jay Andolshek asked for comments from the public or staff. There being no comments from the public, MOTION 06PH1-01-08 WAS MADE BY DEAN SWANSON,

SECOND BY RUSTY TAUBERT TO ADOPT RESOLUTION 08-13 APPROVING THE ROAD EASEMENT VACATION PETITION SUBMITTED BY MR. DAVID KROONA WITH THE FINDINGS AND CONCLUSIONS LISTED. MOTION CARRIED WITH ALL "AYES."

**ADJOURN:**

MOTION 06PH1-02-08 WAS MADE BY DEAN SWANSON, SECOND BY STEVE ROE TO ADJOURN THE MEETING AT 6:50 P.M. MOTION CARRIED WITH ALL "AYES."

Minutes respectfully prepared by Lane Braaten and Kenneth R. Anderson

A handwritten signature in cursive script, appearing to read "Lane Braaten", is written over a horizontal line.

Attachments: Resolution No. 08-13

46.00  
City WK

No delinquent taxes and transfer entered  
this 3 day of December, 2008  
*Dorothy A. Erickson*  
County Auditor, By [Signature]

RESOLUTION 08 - 13

RETURN TO

CITY OF CROSSLAKE  
COUNTY OF CROW WING  
STATE OF MINNESOTA

**RESOLUTION APPROVING ROAD EASEMENT VACATION  
PETITION BY KROONA**

WHEREAS, a petition requesting the vacation of a road easement located within that part of Lot 10 and Lot 11, Brothen's Anchor Point, City of Crosslake, Crow Wing County, Minnesota was received by the City (the "Property"); and

WHEREAS, attached hereto as Exhibit A is a Sketch of Description dated April 2, 2008, which identifies the location of the proposed road easement area (driveway) to be vacated within that part of Lot 10 and Lot 11, Brothen's Anchor Point, (the "Public Ground"); and

WHEREAS, the Crosslake City Code, Chapter 6 outlines the procedure and requirements necessary for vacating a road, street, alley, public ground, public way or any part thereof; and

WHEREAS, the Planning and Zoning Commission met on May 30, 2008 to consider and make a recommendation on the Petition; and

WHEREAS, the Park and Recreation Commission met on May 27, 2008 to consider and make a recommendation on the Petition and recommends that the City Council approve/not approve the Petition to vacate the Public Ground; and

WHEREAS, the Public Works Commission met on May 5, 2008, and after being advised of the new location where the City will terminate snowplowing and the easement that will be granted to the City for a turn around for the snowplowing equipment, unanimously moved to inform the City Council that the Commission reviewed the proposed vacation of the road easement by David Kroona and has no objection to vacating the road easement; and

WHEREAS, there was/was not opposition from any interested parties; and

WHEREAS, the City Council discussed the positive and negative aspects of the Petition with consideration for the recommendations and public testimony provided at the public hearing; and

WHEREAS, the City Council considered all required elements of the City's road and public ground vacation requirements and State law; and

WHEREAS, the information presented to the City Council indicated the Public Ground was established, in part, by a Judgment dated January 8, 1997 and ordered by the District Court, Ninth Judicial District, Case #C1-96-2404, County of Crow Wing, Brainerd, Minnesota ("Judgment"); and

1412000010009 PT  
1412000010009 PT

WHEREAS, the paved portion of the road easement (driveway) has been maintained by the City of Crosslake for a time period exceeding six (6) years in duration; and

WHEREAS, the property owners are proposing to obtain City approval of a lot line adjustment of the common lot line to Lot 10 and Lot 11 to be relocated to the southern point of the proposed area to be vacated; and

WHEREAS, the property owners find it is no longer necessary to maintain the road easement for ingress, egress and utility purposes as it was laid out in the Judgment and subsequently maintained by the City and is now useless for the purposes for which it was laid out; and

WHEREAS, the City of Crosslake shall retain an easement for turnaround purposes on Lot 10 of Brothen's Anchor Point as reflected in the Sketch of Description dated April 2, 2008 and attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROSSLAKE, MINNESOTA:

1. All requirements for service of the Petition have been met.
2. The following described Road Easement/Public Ground is useless for the purpose for which it was laid out in the Judgment and is hereby vacated, subject to the conditions set out in this resolution:

**LEGAL DESCRIPTION FOR PORTION OF DRIVEWAY TO BE VACATED**

*That part of Lot 10 and Lot 11, BROTHEN'S ANCHOR POINT, according to the record plat thereof, Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of Lot 7, said BROTHEN'S ANCHOR POINT; thence North 52 degrees 46 minutes 36 seconds East 243.41 feet, assuming the north line of said Lot 7 bears North 81 degrees 38 minutes 00 seconds West; thence South 82 degrees 39 minutes 33 seconds East 31.18 feet, to the point of beginning of tract of land to be described; thence northerly 66.20 feet along a non-tangential curve concave to the west, having a radius of 645.88 feet and central angle of 5 degrees 52 minutes 22 seconds, the chord of said curve bears North 02 degrees 06 minutes 22 seconds West; thence North 73 degrees 52 minutes 01 second East 9.46 feet, not tangent to last described curve; thence southerly 70.21 feet along a non-tangential curve concave to the west, having a radius of 330.99 feet and a central angle of 12 degrees 09 minutes 13 seconds, the chord of said curve bears South 02 degrees 31 minutes 01 second East, to the intersection with a line which bears South 82 degrees 39 minutes 33 seconds East from the point of beginning; thence North 82 degrees 39 minutes 33 seconds West 9.82 feet to the point of beginning.*

3. In consideration for said vacation the City hereby retains an easement for turnaround, drainage, and utilities legally described as follows:

**LEGAL DESCRIPTION FOR PROPOSED TURNAROUND EASEMENT:**

Q That part of Lot 10, BROTHEN'S ANCHOR POINT, according to the record plat thereof, Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of Lot 7, said BROTHEN'S ANCHOR POINT; thence North 52 degrees 46 minutes 36 seconds East 243.41 feet, assuming the north line of said Lot 7 bears North 81 degrees 38 minutes 00 seconds West; thence South 82 degrees 39 minutes 33 seconds East 31.18 feet, to the point of beginning of tract of land to be described; thence continue South 82 degrees 39 minutes 33 seconds East 9.82 feet; thence South 05 degrees 27 minutes 25 seconds West 21.93 feet; thence southeasterly 5.16 feet along a tangential curve concave to the northeast having a radius of 5.00 feet and a central angle of 59 degrees 04 minutes 53 seconds; thence South 53 degrees 37 minutes 27 seconds East 41.20 feet, tangent to last described curve; thence South 37 degrees 50 minutes 11 seconds West 21.52 feet; thence North 55 degrees 53 minutes 28 seconds West 33.61 feet; thence westerly 11.03 feet along a tangential curve concave to the south having a radius of 8.00 feet and a central angle of 79 degrees 00 minutes 59 seconds; thence South 45 degrees 05 minutes 32 seconds West 21.15 feet, tangent to last described curve; thence South 55 degrees 36 minutes 53 seconds West 14.93 feet to the line common to Lots 9 and 10, said BROTHEN'S ANCHOR POINT; thence North 27 degrees 52 minutes 44 seconds West 10.50 feet along said line common to Lots 9 and 10; thence North 54 degrees 07 minutes 06 seconds East 4.85 feet; thence northeasterly 20.22 feet along a tangential curve concave to the northwest having a radius of 92.00 feet and a central angle of 12 degrees 35 minutes 44 seconds; thence North 43 degrees 31 minutes 22 seconds East 14.26 feet, tangent to last described curve; thence northerly 33.85 feet along a tangential curve concave to the west having a radius of 18.00 feet and a central angle of 40 degrees 24 minutes 25 seconds; thence North 01 degree 06 minutes 58 seconds East 7.24 feet, tangent to last described curve to the point of beginning.

4. As a condition of approval of said vacation, Petitioner acknowledges that the northerly limit of snowplowing shall be as follows:

**LEGAL DESCRIPTION FOR NORTHERLY LIMIT OF SNOW PLOWING:**

Q A line in Lot 10 BROTHEN'S ANCHOR POINT, according to the record plat thereof, Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of Lot 7, said BROTHEN'S ANCHOR POINT; thence North 52 degrees 46 minutes 36 seconds East 243.41 feet, assuming the north line of said Lot 7 bears North 81 degrees 38 minutes 00 seconds West; thence South 82 degrees 39 minutes 33 seconds East 31.18 feet, to the point of beginning of the line to be described; thence continue South 82 degrees 39 minutes 33 seconds East 9.82 feet and said line there terminating.

5. As a condition of approval of said vacation, Petitioner must reimburse the City of Crosslake for all costs and consultant fees associated with this Petition including, but not limited to, those for the City Attorney, City Engineer, and City Surveyor.

Approved and adopted by a 4/5s majority of the Crosslake City Council this 9<sup>th</sup> day of June, 2008.

Dated: 6-9-08

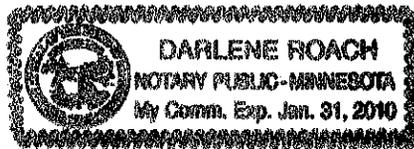
Jay Andolshek  
Jay Andolshek, Mayor

Dated: 6-9-08

Thomas N. Swenson  
Thomas N. Swenson, City Administrator

Subscribed and sworn to before me this  
9<sup>th</sup> day of June 2008

Darlene Roach  
Notary Public



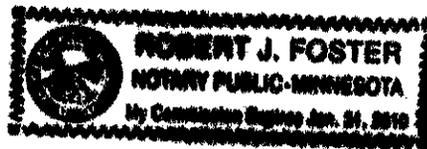
THE UNDERSIGNED PETITIONERS, David M. Kroona and Lynn A. Lukoskie-Kroona, husband and wife, herein consent to and agree to the conveyance of the easements described herein.

Date: 7. 8. 2008

David M. Kroona  
David M. Kroona

Subscribed and sworn to before me this  
8<sup>th</sup> day of July 2008

Robert J. Foster  
Notary Public

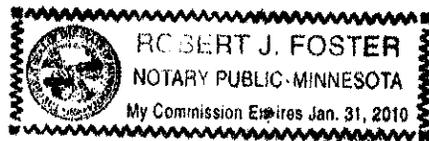


Date: 7. 8. 2008

Lynn A. Lukoskie-Kroona  
Lynn A. Luskoskie-Kroona

Subscribed and sworn to before me this  
8<sup>th</sup> day of July 2008

Robert J. Foster  
Notary Public



This document drafted by: Kenneth R. Anderson, Community Development Director

## AGREEMENT TO VACATE EASEMENT

This Agreement, made and entered into this 23 day of May, 2008, by and between David M. Kroona and Lynn A. Lukoskie, a/k/a Lynn A. Lukoskie Kroona, (hereafter, "Owners" whether individually or collectively) and the City of Crosslake (City), a municipal subdivision of the County of Crow Wing, State of Minnesota.

WITNESS TO:

WHEREAS, the Owners own certain real property in the City described as follows:

Lot 10, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder; and

WHEREAS, David M Kroona owns additional real property in the City described as follows:

Lot 11, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder; and

WHEREAS, the Owners intend to adjust the lot line of said lots 10 and 11 by relocation of a common boundary between said lots; and

WHEREAS, a prescriptive easement has been established in favor of the City across the Owners' property establishing a roadway; and

WHEREAS, in order to relocate the common boundary of the properties, a portion of the City's roadway easement must be vacated.

NOW THEREFORE, it is mutually agreed as follows:

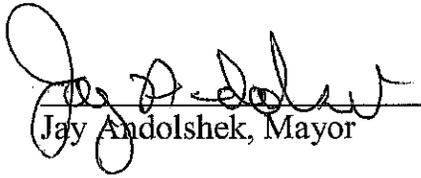
1. The City agrees to process a petition to vacate that portion of the roadway easement as shown in the attached Exhibit A ("Kroona Vacation").
2. In the event the City vacates the Kroona Vacation, the Owners agree to provide a bituminous turn around in the location shown in the attached Exhibit B and grant the City a permanent easement over said turnaround for purposes of turning City-owned vehicles around in substantially the same form and legal description as shown on the attached Exhibit C.
3. Owners understand and agree that upon vacation of the Kroona Vacation, the City will plow snow only to the point shown on the attached Exhibit D, and that because the remaining road does not have an adequate cul-de-sac to allow for proper snowplowing, the City plow

truck will leave a snow pile at the end of the remaining road that will block the driveway entrance to said Lot 11. Owners understand that the driveway may at times be impassible, and that Owners shall be responsible for clearing the snow from the driveway entrance. Owners agree to hold the City harmless from any damage or injuries which may occur because of such snow blocking Owners' driveway, and Owners agree to indemnify and defend the City from any and all damage claims arising as a result of snow left at said driveway entrance by the City. Upon the vacation of the Kroona Vacation, Owners hereby forego any right it may have had to request or require the City to plow beyond the end plowing point shown on Exhibit D. Upon the vacation of the Kroona Vacation, Owners shall execute the Release of Liability Regarding Snowplowing attached as Exhibit E and agree that said document shall be recorded at the Crow Wing County Recorder's Office.

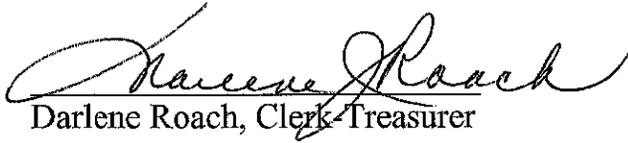
4. The Owners agree to pay the City's costs incurred in preparing this agreement and its attachments, and in processing the Kroona Vacation, including, but not limited to, all legal, survey, engineering, recording and administrative costs incurred. Simultaneous with the delivery of a petition requesting the Kroona Vacation, the Owners shall escrow \$1,500 with the City to guarantee payment of all City costs described in this paragraph. Any unused escrow monies shall be returned to Owners after all City costs have been fully reimbursed, and Owners shall escrow additional monies with the City if said \$1,500 is exhausted before all City costs are reimbursed.
5. The Owners acknowledge that the City is not agreeing to vacate the Kroona Vacation, only to process said vacation pursuant to state statute and City ordinance. The City may, in its discretion, deny such vacation request.

Agreed this 23 day of May, 2008 by and between the City of Crosslake and David M. Kroona and Lynn A. Lukoskie.

**City of Crosslake**

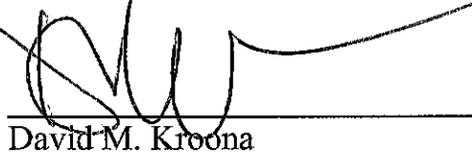


Jay Andolshek, Mayor



Darlene Roach, Clerk-Treasurer

**Owners,**



David M. Kroona



Lynn A. Lukoskie

# SKETCH OF DESCRIPTION

EXHIBIT A

**LEGAL DESCRIPTION FOR PORTION OF DRIVEWAY TO BE VACATED**  
 That part of Lot 10 and Lot 11, BROTHEN'S ANCHOR POINT, according to the record plat thereof, Draw Wing County, Minnesota, described as follows: Commencing at the northeast corner of Lot 7, said BROTHEN'S ANCHOR POINT; thence North 52 degrees 45 minutes 36 seconds East 243.41 feet, crossing the north line of said Lot 7 bears North 81 degrees 38 minutes 29 seconds West, thence South 82 degrees 39 minutes 33 seconds East 34.18 feet, to the point of beginning of track of land to be described; thence northerly 58.20 feet along a non-circular curve concave to the west, having a radius of 643.89 feet and central angle of 5 degrees 52 minutes 22 seconds, the chord of said curve bears North 03 degrees 56 minutes 22 seconds West; thence North 73 degrees 52 minutes 01 second East 9.46 feet; not tangent to last described curve; thence southerly 70.21 feet along a flat-tangential curve concave to the west, having a radius of 330.99 feet and a central angle of 12 degrees 09 minutes 13 seconds, the chord of said curve bears South 02 degrees 59 minutes 33 seconds East from the point of beginning; thence North 82 degrees 38 minutes 33 seconds West 8.82 feet to the point of beginning.

I hereby certify that this sketch was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

DAVID KROONA  
 License No. 43802  
 Date

REQUESTED BY:

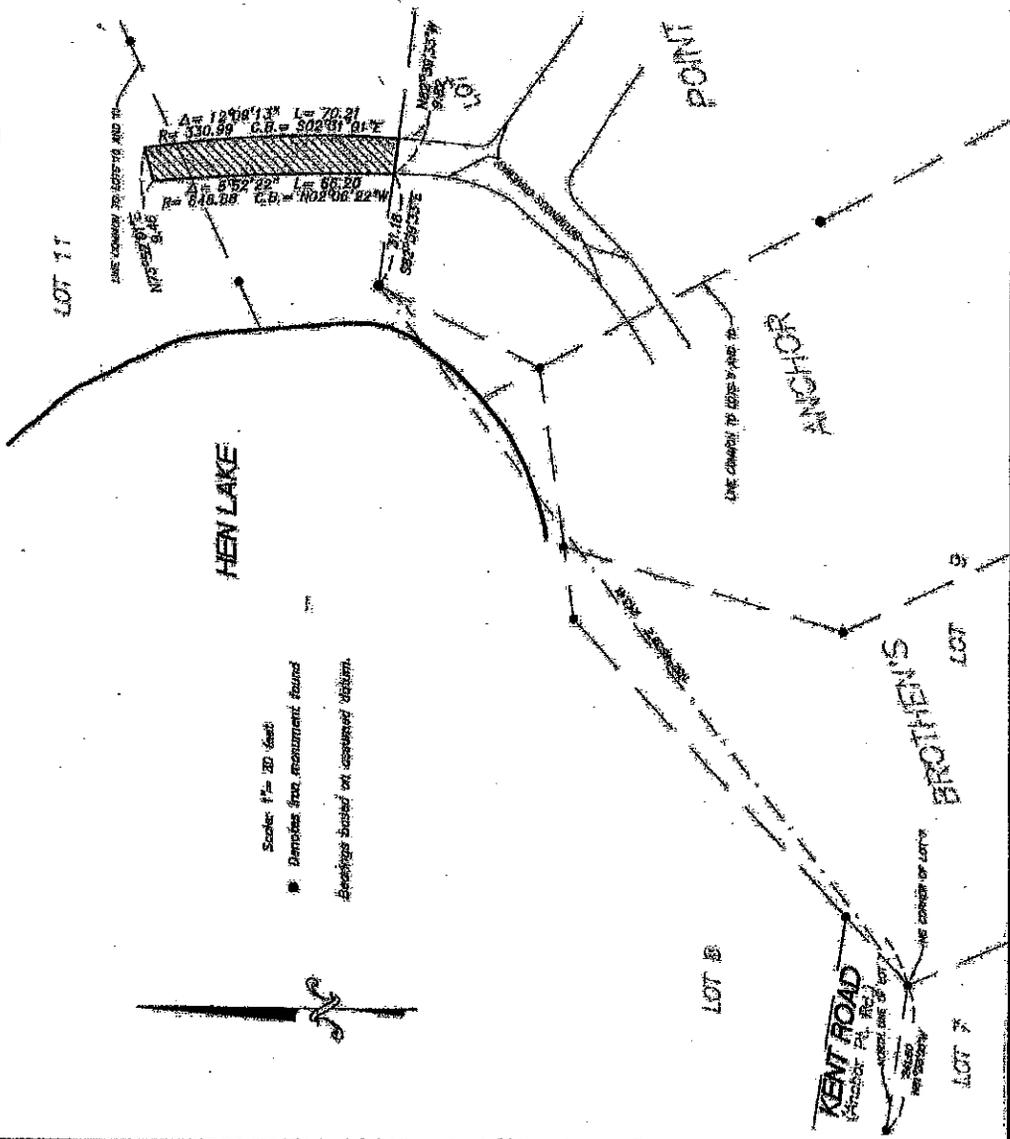
**DAVID KROONA**



Westwood Professional Services, Inc.  
 22008 Westwood  
 Suite 100  
 Minneapolis, MN 55425  
 Phone: 612-339-1111  
 Fax: 612-339-1112  
 Website: www.westwoodmn.com

Drawn by	DDH	Date	4/2/08	Job No.	20057848
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20057848-01.DWG



# SKETCH OF DESCRIPTION

## EXHIBIT B

**LEGAL DESCRIPTION FOR PROPOSED TOWNSHIP EASEMENT:**  
 That part of Lot 10, BROTHEN'S ANCHOR POINT, according to the record plat thereof, Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of Lot 7, said BROTHEN'S ANCHOR POINT; thence North 32 degrees 46 minutes 36 seconds East 243.44 feet, assuming the north line of said Lot 7 bears North 81 degrees 38 minutes 00 seconds West; thence South 82 degrees 39 minutes 33 seconds East 31.28 feet to the point of beginning of tract of land to be described; thence continue South 32 degrees 39 minutes 33 seconds East 9.92 feet; thence South 05 degrees 27 minutes 25 seconds West 21.93 feet; thence southeasterly 5.16 feet along a tangential curve concave to the northeast having a radius of 5.00 feet and a central angle of 89 degrees 04 minutes 53 seconds; thence South 53 degrees 37 minutes 27 seconds East 41.20 feet, tangent to last described curve; thence South 37 degrees 50 minutes 11 seconds West 21.52 feet; thence North 55 degrees 53 minutes 28 seconds West 33.61 feet; thence westerly 11.03 feet along a tangential curve concave to the south having a radius of 8.90 feet and a central angle of 75 degrees 00 minutes 59 seconds; thence South 45 degrees 05 minutes 32 seconds West 24.15 feet, tangent to last described curve; thence South 55 degrees 35 minutes 53 seconds West 14.93 feet to the line common to Lots 9 and 10, said BROTHEN'S ANCHOR POINT; thence North 27 degrees 56 minutes 44 seconds West 10.50 feet along said line common to Lots 9 and 10; thence North 54 degrees 07 minutes 06 seconds East 4.95 feet; thence northeasterly 22.22 feet along a tangential curve concave to the northwest having a radius of 92.00 feet and a central angle of 12 degrees 35 minutes 44 seconds; thence North 41 degrees 31 minutes 22 seconds East 14.26 feet, tangent to last described curve; thence northeasterly 28.85 feet along a tangential curve concave to the west having a radius of 40.00 feet and a central angle of 40 degrees 24 minutes 25 seconds; thence North 01 degree 06 minutes 59 seconds East 7.24 feet, tangent to last described curve to the point of beginning.

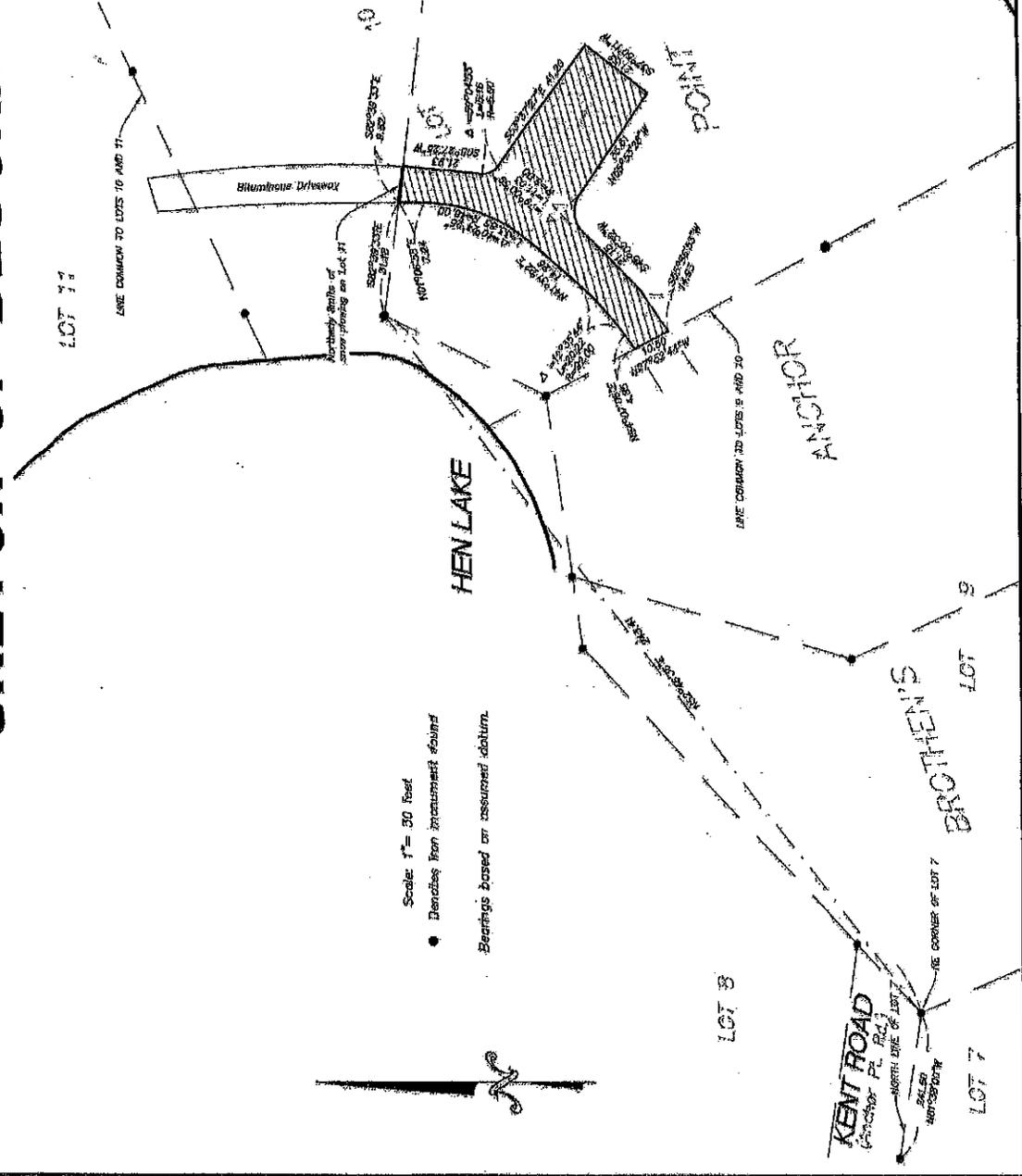
I hereby certify that this sketch was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.  
 Date: 4/2/08  
 License No. 428302

REQUESTED BY:

**DAVID KROONA**

Westwood Professional Services, Inc.  
 10000 Highway 101 S.  
 Richmond, MN 55181  
 PHONE 763-825-7200  
 FAX 763-825-7203  
 TOLL FREE 1-800-770-3405  
 www.westwood.com

Drawn by: CDA Date: 4/2/08 Job #10: 20057845



## EXHIBIT C

### EASEMENT AGREEMENT

This Grant of Easement, is made and entered into this 23 day of May, 2008, by David M. Kroona and Lynn A. Lukoskie, a/k/a Lynn A. Lukoskie Kroona, (hereafter collectively, "Owners").

WITNESS TO:

WHEREAS, the Owners own certain real property in the City of Crosslake, Minnesota (hereafter, "City") described as follows:

Lots 10 and 11, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder; and

WHEREAS, the Owners intend to adjust the lot line of said lots 10 and 11 by relocation of a common boundary between said lots; and

WHEREAS, a prescriptive easement has been established in favor of the City across the Owners' property establishing a roadway; and

WHEREAS, the Owners have petitioned the City to vacate a portion of said roadway located on said Lots 10 and 11; and

WHEREAS, as a condition of granting said vacation the City has required Owners to provide the City with a permanent easement in which to turn City vehicles around when maintaining the roadway over said Lot 10; and

NOW THEREFORE, it is mutually agreed as follows:

1. In consideration of the City granting the requested vacation of a portion of said roadway from said Lots 10 and 11, Owners grant the City the following described permanent easement for purposes of turning around City vehicles over the following portion of Lot 10 of Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder:



# SKETCH OF DESCRIPTION

EXHIBIT D

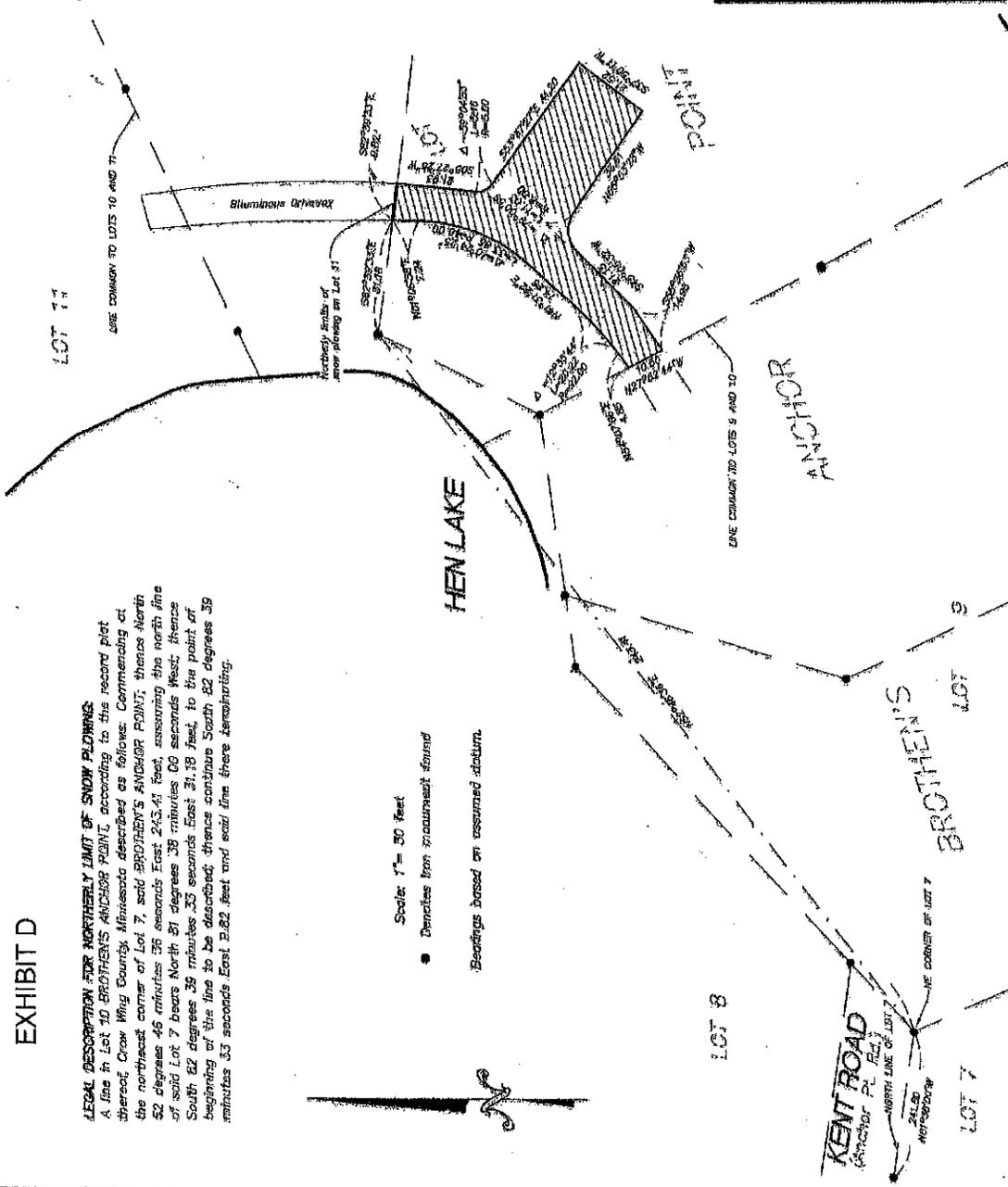
**LEGAL DESCRIPTION FOR NORTHERLY LIMIT OF SNOW PLOWING**

A line in Lot 10 BROTHERS ANCHOR POINT, according to the record plat thereof, Crow Wing County, Minnesota described as follows: Commencing at the northeast corner of Lot 7, said BROTHERS ANCHOR POINT; thence North 82 degrees 46 minutes 38 seconds East 243.41 feet, assuming the north line of said Lot 7 bears North 81 degrees 38 minutes 00 seconds West; thence South 82 degrees 39 minutes 33 seconds East 31.18 feet, to the point of beginning of the line to be described; thence continue South 82 degrees 39 minutes 33 seconds East 2.82 feet and end at the true terminus.

Scale: 1" = 30 Feet

• Denotes Iron instrument found

Readings based on assumed datum.

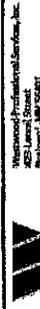


I hereby certify that this sketch was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*David Kroona*  
 Date  
 Chris Hoglund, P.L.S.  
 License No. 459232

REQUESTED BY:

**DAVID KROONA**



Westwood Professional Services, Inc.  
 425 Laurel Street  
 Westwood, MN 55781  
 PHONE 218-830-3333  
 FAX 218-830-4323  
 TOLL FREE 1-800-770-9465  
 www.westwoodps.com

Drawn by: **CDH**

Date: **4/2/08**

Job No: **20067846**

## EXHIBIT E

### RELEASE OF LIABILITY REGARDING SNOWPLOWING

This Release of Liability Regarding Snowplowing, is made and entered into this 23 day of May, 2008, by David M. Kroona and Lynn A. Lukoskie, a/k/a Lynn A. Lukoskie Kroona, (hereafter collectively, "Owners").

WITNESS TO:

WHEREAS, the Owners own certain real property in the City of Crosslake, Minnesota (hereafter, "City") described as follows:

Lots 10 and 11, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder; and

WHEREAS, the Owners intend to adjust the lot line of said lots 10 and 11 by relocation of a common boundary between said lots; and

WHEREAS, a prescriptive easement has been established in favor of the City across the Owners' property establishing a roadway; and

WHEREAS, the Owners have petitioned the City to vacate a portion of said roadway located on said Lots 10 and 11; and

WHEREAS, said vacation will not leave enough room on said roadway for the City to adequately remove snow from the roadway on Lots 10 and 11; and

WHEREAS, the City's inability to adequately remove snow from said roadway will result in the City routinely leaving a snow pile pushed up against the Owners' driveway, blocking said driveway from time to time and requiring the Owners to remove said snow pile at their own expense; and

WHEREAS, as a condition of granting said vacation the City has required Owners to provide the City with this release of liability relating to snow that the City will routinely pile at Owners' driveway.

NOW THEREFORE, it is mutually agreed as follows:

1. In consideration of the City granting the requested vacation of a portion of said roadway from said Lots 10 and 11, Owners understand and agree that the City will plow snow only to the point shown on the attached Exhibit D, and that because the remaining road does not have an adequate cul-de-sac to allow for proper snowplowing, the City plow truck will leave a snow pile at the end of the remaining road that will block the driveway entrance to said Lot 11. Owners understand that the

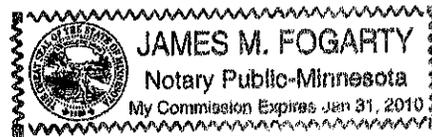
driveway may at times be impassible, and that Owners shall be responsible for clearing the snow from the driveway entrance. Owners agree to hold the City harmless from any damage or injuries which may occur because of such snow blocking Owners' driveway, and Owners agree to indemnify and defend the City from any and all damage claims arising as a result of snow left at said driveway entrance by the City. Owners hereby forego any right it may have had to request or require the City to plow beyond the end plowing-point shown on Exhibit D.

2. This document shall bind Owners, and their heirs, successors and assigns.

  
\_\_\_\_\_  
David M. Kroona

  
\_\_\_\_\_  
Lynn A. Lukoskie

STATE OF MINNESOTA        )  
  ) S.S.  
COUNTY OF CROW WING    )



Acknowledged before me this 23rd day of May, 2008 by David M. Kroona and Lynn A. Lukoskie, a/k/a Lynn A. Lukoskie Kroona.

  
\_\_\_\_\_  
Notary Public

## CONSENT TO EASEMENT AGREEMENT

THIS CONSENT TO EASEMENT AGREEMENT, executed by U.S. Bank, NA. is dated this 5 day of November, 2008:

WHEREAS David M. Kroona and Lynn A. Lukoskie-Kroona, husband and wife, (hereinafter "Owner" whether individually or collectively) are the fee owners of real property located in Crow Wing County, Minnesota described as follows:

Lot 10 and Lot 11, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder, Crow Wing County, Minnesota; and

WHEREAS the Property is encumbered by the following mortgages:

A) A mortgage to US Bank dated October 6, 2003 and filed for record December 10, 2003 as document number 653939 in the office of the County Recorder of Crow Wing County, Minnesota; and

B) A mortgage to US Bank dated November 5, 2002 and filed for record December 10, 2002 as document number 624569 in the office of the County Recorder of Crow Wing County, Minnesota; and

WHEREAS the Owners intend to adjust the lot line, said Lots 10 and 11 by relocation of the common boundary between said Lots; and

WHEREAS a prescriptive easement has been established in favor of the City across the Owner's Property establishing a roadway; and

WHEREAS in order to relocate the common boundary of the Property, a portion of the City's roadway easement must be vacated and a new easement created for a turnaround for purposes of turning city owned vehicles; and



## CONSENT TO EASEMENT AGREEMENT

THIS CONSENT TO EASEMENT AGREEMENT, executed by Northeast Bank is dated this 11 day of November 2008:

WHEREAS David M. Kroona and Lynn A. Lukoskie-Kroona, husband and wife, (hereinafter "Owner" whether individually or collectively) are the fee owners of real property located in Crow Wing County, Minnesota described as follows:

Lot 10 and Lot 11, Brothen's Anchor Point, according to the plat thereof and of record in the office of the Crow Wing County Recorder, Crow Wing County, Minnesota; and

WHEREAS the Property is encumbered by the following mortgages:

A) A mortgage to Northeast Bank dated September 2, 2004 and filed for record October 19, 2004 as document number 674807 in the office of the County Recorder of Crow Wing County, Minnesota; and

B) A mortgage to Northeast Bank dated October 18, 2004 and filed for record November 18, 2004 as document number 676820 in the office of the County Recorder of Crow Wing County, Minnesota; and

WHEREAS the Owners intend to adjust the lot line, said Lots 10 and 11 by relocation of the common boundary between said Lots; and

WHEREAS a prescriptive easement has been established in favor of the City across the Owner's Property establishing a roadway; and

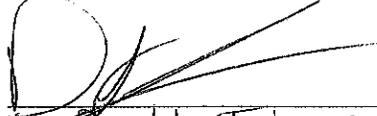
WHEREAS in order to relocate the common boundary of the Property, a portion of the City's roadway easement must be vacated and a new easement created for a turnaround for purposes of turning city owned vehicles; and

WHEREAS the Owners and the City of Crosslake, Minnesota have requested that the Secured Party consent to the vacation and creation of a permanent easement,

NOW THEREFORE for good and valuable consideration, Secured Party agrees as follows:

1. Secured Party consents to that certain document entitled Easement Agreement subsequently filed of record as Document # \_\_\_\_\_ in the office of the County Recorder of the above County; and
2. Secured Party agrees that in the event that they foreclose the security interest in the Property, that the Easement will remain in full force and effect on the Property and run with the land.

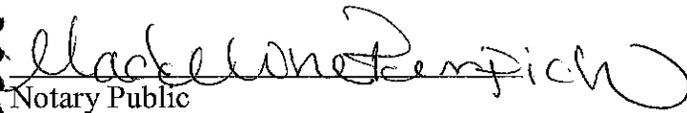
Northeast Bank, NA

  
 By: Dustin Johnson  
 Its: Vice President

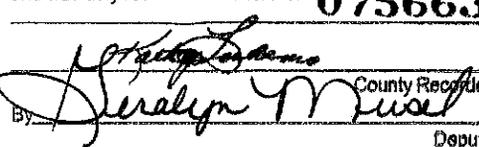
STATE OF MINNESOTA )  
 ) ss.  
 COUNTY OF Anoka )

The foregoing instrument was acknowledged before me this 11th day of November, 2008, by Dustin Johnson, the Vice President of Northeast Bank, on behalf of Northeast Bank, NA.



  
 Notary Public

This Instrument was drafted by:  
 Robert J. Foster, Esq.  
 Foster & Brevor, PLLC  
 2812 Anthony Lane, Suite 200  
 St. Anthony, MN 55418  
 (V) 612-436-3290  
 (F) 612-788-9879

Office of County Recorder }  
 County of Crow Wing, MN }  
 I hereby certify that the within instrument was filed  
 in this office for record on the 4 day of Dec  
 A.D. 2008 at 8 o'clock a M.  
 and was duly recorded as Doc. No. 0756638  
 By:   
 County Recorder  
 Deputy