



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Chris Jenkins, Parks & Recreation Director
Date: October 16, 2023
Item: Corrective Trail Easement

Council Action Requested: Approve corrective trail easement for a portion of the Vermillion River Trail.

Background Information: A trail easement was recorded for a portion of the Vermillion River Trail which runs between the Vermillion River and State of Minnesota Property both north and south of 18th Street East. During planning processes for the upcoming jurisdictional control transfer of the Vermillion River Regional Greenway Trail, it was discovered the easement granted was not accurate. This is a correction of that easement.

Staff recommend approval to correct the trail easement.

Financial Impact:

N/A

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

- Corrective Trail Easement Agreement

• TRAIL EASEMENT •

This agreement (hereinafter “Easement” or “Agreement”) made this _____ day of _____, 2023, between the State of Minnesota, sovereign entity (hereinafter “Grantor”), acting by and through its Department of Administration, and the City of Hastings (hereinafter “Grantee”).

Recitals

A. Grantor’s Commissioner of Administration has authority under the provisions of Minnesota Statutes Section 16B.26, and Minnesota Rules 1245.0300 thereto, to grant easements over certain state owned property;

B. Grantor and Grantee entered into an Easement for trail and utility purposes on March 11, 2016, recorded on April 4, 2016 as Document No. 3121173, at the Office of the County Recorder, Dakota County, Minnesota.

C. When preparing to complete corrective action to address drainage issues on the trail, the Grantee discovered that the location of the trail improvements were outside the original legal description in the original 2016 easement.

D. The Grantee seeks to take corrective action to address the trail and wishes to acquire an additional easement area from the State of Minnesota for the purposes of constructing, maintaining and using a trail for public passage by foot, ski, snowshoe, and non-motorized bicycle (“Additional Trail Easement”) over, across and upon the land legally described in the attached Exhibit A, the contents of which are incorporated herein by reference, all of which lands are situated in Dakota County, Minnesota, (hereinafter referred to as the “Additional Easement Area”);

E. Grantor desires to grant to the Grantee an easement subject to the terms and conditions contained herein and restricted by easements, reservations and restrictions of record.

Terms of Easement

For and in consideration of all the covenants, terms and conditions herein contained, and intending to be legally bound hereby, the parties agree to the following terms and conditions:

1. Grant of Easement.

- 1.1 Trail Easement For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged and in consideration of the promises, conditions, and covenants contained herein, Grantor hereby grants a non-exclusive easement to construct and use a trail for public passage by foot, ski, snowshoe, and non-motorized bicycle over, across, and upon that portion of the Easement Area described as the Perpetual Trail Easement on Exhibit A.
- 1.2 As Is. Grantor provides no warranties of any kind pertaining to the Easement Area. Grantee takes the Easement Area “as is” in its existing physical condition. Further, Grantor makes no warranty or representation as to the safe condition of Easement Area or the suitability of said Easement Area for the purposes set forth in Section Two. Grantee provides no warranties regarding title to the Easement Area.
- 1.3 Non-Exclusive. This easement shall be granted subject to and restricted by easements, reservations and restrictions, whether recorded or unrecorded.

2. Use of Easements. The purpose of the Easement is to provide non-exclusive use of the Easement Area as follows:

- 2.1 Use of Additional Easement Area. The purpose of the Additional Easement Area is to provide non-exclusive use of the Easement Area for public trail purposes where the trail is built. This Trail Easement shall only be used to survey, excavate for, construct, install, operate, maintain, use, rebuild and remove the trail in compliance with the purposes, terms and conditions set forth in this Agreement. Said use is not exclusive and Grantor reserves the right to allow the Easement Area to be used by itself or others provided that such use does not interfere with Grantee’s authorized use of the Easement Area or in any way damage Grantee’s sewer line or the Improvements located throughout the Easement Area. The rights granted pursuant to this Trail Easement shall at all times be exercised in such a manner as not to interfere materially with the normal operation of the Grantor’s Property and the operations conducted therein. Access in the Easement Area by motorized vehicles, including, without limitation, snowmobiles, dirt bikes,

motorcycles and all-terrain vehicles, shall be prohibited; and littering, picking or injuring plants or trees, injuring or harassing livestock or wildlife, building of fires, hunting and trapping shall be prohibited. Grantee shall post the trail with notices stating the rules and regulations governing its use by the public, and stating further that the property over which it passes is private.

3. Revocation of Easement. The Trail Easement shall each be revocable by written notice given by the Grantor if at any time the Easement Area ceases to be used for the purposes stated herein or in accordance with the terms and conditions of this Easement. Such notice shall be effective ninety (90) days after the mailing thereof addressed to the record holder of this easement at its last known address by certified mail. Upon revocation the Grantor allow a reasonable time to vacate the Easement Area.
4. Sale or Lease of Easement Area. The Trail Easement shall run with the land and be binding upon all successors, heirs and assigns of Grantor and Grantee.
5. Compliance with Laws. In conducting its activities hereunder, Grantee will, at its sole expense and effort, comply with all laws, ordinances, permits, rules and regulations, enacted by any federal, state, or local governmental agency having jurisdiction or control over any activity occurring upon the Easement Area resulting from or applicable to usage based upon this Easement. Grantee further agrees to obtain all required permits for its activities hereunder at its sole expense and to comply with all such permits.
6. Restoration, Maintenance and Repair. Grantee agrees that so long as Grantee invites public use of the trail, Grantee shall maintain the trail, discourage littering and other acts that would encroach upon the natural features of the trail corridor or diminish its attractiveness, take steps to educate users in trail etiquette, and include guidelines for users in maps and other trail publications. Upon completion of construction and after any future maintenance or repair work within the Easement Area and its respective designated access route, the Grantee shall at its expense restore the affected Easement Area and designated access route, exclusive of those areas actually occupied by a structure or equipment, to substantially the same condition as existed prior to such construction, maintenance or repair.
7. Indemnification.
 - 7.1 Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter §3.736 and other applicable law. Grantee's liability shall be limited by the provisions of Minnesota Statutes Chapter 466 and other applicable law. The provisions of this Section shall survive the termination of this Agreement and any subsequent amendments to it.
 - 7.2 The Grantee agrees to require its contractor(s) to indemnify, defend and hold

harmless Grantor, including its subsidiaries, facilities, employees, officers, agents, successors and assigns from and against any and all claims, costs, demands, damages, liabilities, judgments, or expenses, including attorney fees, court costs, consultant fees and other legal costs, for any personal injury, death or property damage arising out of or resulting from, or in any way associated with the activities described herein of Grantee, its employees, agents, invitees, licensees, successors, and assigns except for Grantor's willful misconduct or negligence.

- 7.3 The obligations set forth in this section shall continue after any termination of this Agreement as to any matters that occurred during or resulted from the term of this Agreement.

8. Insurance During Construction. Prior to any commencement to excavate, construct, install, operate, maintain, use, rebuild, remove, or any activities that may constitute a modification under or across the Easement Area Grantee shall either (i) at its sole cost and expense, procure and maintain the insurance coverage stated below or (ii) arrange for a third party contractor (hereinafter "Contractor" or "Subcontractor") to procure and maintain the insurance coverage to cover claims which may arise from any construction-related activities in the Easement Area and Temporary Easement Area, whether such construction-related activities are by the Contractor, their Subcontractor, or by anyone directly or indirectly employed under this Agreement.

The Contractor shall not commence work under the Agreement until all the insurance described below has been obtained and the State of Minnesota has approved such insurance.

All policies shall remain in force and effect throughout the period of construction.

- 8.1 Requirements for the Contractor The insurance policy(ies) shall be primary and non-contributory insurance to any other valid and collectible insurance available to the state of Minnesota with respect to any claim arising out of this Agreement.

The Contractor is responsible for payment of insurance premiums and deductibles related to this Agreement.

Insurance Companies must have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota.

Certificates of Insurance acceptable to the State of Minnesota shall be submitted prior to commencement of the work under this Agreement. Such Certificates shall contain a provision that coverage afforded under these policies shall not be cancelled without at least thirty (30) days advanced written notice to the State.

- 8.2 Notice to the Contractor The failure of the State of Minnesota to obtain Certificate(s) of Insurance for the policies or renewals thereof or failure of the

insurance company to notify the State of the cancellation of policies required under this Agreement shall not constitute a waiver by the State to the Contractor to provide such insurance.

The State will reserve the right to immediately terminate the Agreement if the Contractor is not in compliance with the insurance requirements. In the event of a claims dispute, all insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized agent upon written request.

8.3 Notice to Insurer The Contractor's insurance company waives its right to assert the immunity of the State as a defense to any claims made under said insurance. Contractor's insurance company is notified that the liability of their policyholder is not limited by statute, and as a result, they are precluded from limiting claim payments based on any assumption that they are protected by immunity of the State.

8.4 Policy Requirements

8.4.1 Workers' Compensation Insurance Contractor shall provide workers' compensation insurance for all employees and shall require any Subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Minnesota and must include:

- a. Part 2, Employers Liability including Stop Gap Liability for monopolistic states, at limits of not less than:
 - \$100,000 – Bodily Injury by disease per employee
 - \$500,000 – Bodily Injury by disease aggregate
 - \$100,000 – Bodily Injury by accident
- b. Coverage C: All States Coverage
- c. If applicable, USL&H, Maritime, Voluntary and Foreign Coverage.
- d. A waiver of subrogation in favor of the State of Minnesota, as Owner.

If Contactor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the project is located, a Certification of the Authority to Self-Insure such obligations shall be provided.

Evidence of Subcontractor insurance shall be filed with the Contractor.

8.4.2 Automobile Liability Insurance The Contractor shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

- a. Minimum Limits of Liability: \$2,000,000 per occurrence combined Single Limit Bodily Injury and Property Damage
- b. Coverages:
 - i. Owned Automobile
 - ii. Non-owned Automobile
 - iii. Hired Automobile
 - iv. Waiver of subrogation in favor of the State of Minnesota

8.4.3 Commercial General Liability The Contractor shall maintain insurance to cover claims arising from operations under this Agreement, whether such claims are by the Contractor, Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed under this Agreement.

- a. Minimum Limits of Liability:
 - i. \$2,000,000 - Per Occurrence
 - ii. \$2,000,000 - Annual Aggregate
 - iii. \$2,000,000 - Annual Aggregate applying to Products and Completed Operations
 - iv. \$50,000 - Fire Damage (any one fire)
 - v. \$5,000 - Medical Expense (any one person per occurrence)
- b. Coverages:
 - i. Premises and Operations Bodily Injury and Property Damage
 - ii. Personal Injury & Advertising Injury
 - iii. Products and Completed Operations Liability
 - iv. Contractual Liability as provided in ISO form CG 00 01 10 01 or its equivalent.
 - v. Pollution exclusion with standard exception as per Insurance Services Office (ISO) Commercial General Liability Coverage Form – CG 00 01 10 01 or equivalent
 - vi. Explosion, Collapse, and Underground (XCU) perils
 - vii. Broad Form PD
 - viii. Independent Contractors – Let or Sublet work
 - ix. Waiver of Subrogation in favor of the State of Minnesota
 - x. Owner named as an Additional Insured, by endorsement, ISO Forms CG 20 10 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

- 8.4.4 Umbrella or Excess Liability An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limit to satisfy the full policy limits required by the Agreement.

Notwithstanding anything contained herein to the contrary, during the term of this Agreement, the Grantor may at any time make changes respecting the insurance requirements as necessary to be consistent with the State's risk management policies and recommendations. In the event Grantee desires to make any modification to the Easement Area, Grantee shall notify Grantor of such intent in writing. Grantor shall provide Grantee any revisions to the aforementioned insurance requirements as reasonably determined by Grantor to meet the State's risk management policies and recommendations. Grantee shall provide proof of insurance as required by Grantor, at least three (3) days prior to any modification or construction-related activity to the Easement Area.

9. Damages. The Grantee shall take all reasonable precautions to prevent any damage to the Easement Area and shall fully reimburse the State of Minnesota for any damages resulting from its use of said Easement Area. The Grantee shall be responsible for the cost of repairing any equipment or facilities in the Easement Area that it or its equipment damages.

10. Public Health and Safety. The Grantor may, at any time, order changes or modifications respecting the construction or maintenance of structures, use, or other conditions of this Easement as deemed necessary to protect public health and safety. This does not relieve the Grantee of any obligations under this Easement.

11. Assignment. This Easement shall not be assignable by the Grantee except upon written consent of the Grantor's Commissioner of Administration.

12. Assessments. The Grantee agrees that the Grantor shall not be liable for assessments for any current or future improvements associated with this Easement.

13. Term of Easement. This Easement shall continue in effect for as long as the Easement Area is used for the purposes stated herein or until canceled by Grantor, subject to change or modifications as provided herein above.

14. Access. The grant of an easement herein contained shall include the right of Grantee to have reasonable access to said Easement Area across other land of State of Minnesota adjacent thereto, said access route to be designated by Grantor as needed within a reasonable time following receipt of any written request of Grantee, its contractors, agents or assigns, for such temporary access rights.

15. Recording. On or before ten (10) days after receipt of the executed Easement, Grantee shall file the Easement for recording with the Office of the County Recorder in which the Easement Area is located. On or before ten (10) days after receipt of the recorded Easement, Grantee shall provide to Grantor a copy of such recorded Easement.

16. Existing Utilities. Grantee acknowledges that there may be utilities located within the Easement Area and takes full responsibility for determining their location to prevent damage to or interference with any rights held by other easements holders, whether those rights are held under recorded or unrecorded easements, and to determine that the location of the Easement Area is suitable for Grantee's purposes.
17. Relocation Of Existing Facilities. When working in the Easement Area, Grantee shall not interfere with the safety and convenience of ordinary travel along and over the Easement Area nor interfere with other uses to which the Easement Area may be put by Grantor or with other facilities that are already in place. Grantee shall promptly and at its own expense, permanently remove and relocate its Improvements in the Easement Area when it is necessary to prevent interference and not merely convenience of the Grantor, in connection with: (a) a present or future governmental use for a public project; (b) the public health or safety; or (c) the safety and convenience of travel over the Easement Area.
18. Notification. Grantee must obtain the written approval of Grantor prior to conducting any work in the Easement Area. Notwithstanding the foregoing, the Grantee shall immediately notify the Grantor of any event regarding its Improvements that it considers an emergency. Grantee may proceed to take whatever actions are necessary in order to respond to the emergency subject to compliance with applicable laws. Grantor may take whatever action it deems necessary in order to respond to any event regarding Grantee's Improvements that it considers an emergency, the cost of which shall be borne by the Grantee.
19. Coordination of Work. On or before thirty (30) days prior to beginning construction in the Easement Area, Grantee shall provide a detailed project schedule to the Grantor for work to be completed in the Easement Area. Thereafter, on or before the 1st of each month until final completion of the Improvements, Grantee shall provide an updated project schedule to the Grantor for work to be completed in the Easement Area. In addition, on or before 2:00pm Central Time on each Friday until final completion of the Improvements, the Grantee shall provide a current two (2) week look ahead schedule to the Grantor for work to be completed in the Easement Area. Grantee agrees to coordinate work schedules reasonably in advance with the Grantor, and cause its contractors and suppliers to stage and schedule work and deliveries so as to minimize the impact on state government operations, to the fullest extent practical. Grantor shall notify Grantee in writing if any scheduled work will interfere with essential state government operations.
20. Notice to Proceed. On or before thirty (30) days prior to beginning construction on state-owned property, the Grantee shall provide written requests to proceed with specific work. Each request shall include a detailed description of the work, schedule, and specific location. Each written request shall not be submitted more than forty five (45) days prior to beginning the specified work in the specified location. Each written request shall include a detailed description of the work to be performed, schedule, and specific location of the work. On or before (10) business days from receipt of such request, the Grantor shall provide, in writing, any required changes to the schedule.

21. **Modifications.** All proposed modifications to the Improvements must be submitted to the Grantor, together with applicable plans and a detailed written description of the modifications (hereinafter referred to as the “Modifications”). If in the opinion of the Grantor the proposed Modification will adversely affect the Grantor, the Grantor shall send written notice to the Grantee detailing the reasons thereof. All such work shall be deemed to have no adverse effect if the Grantor has not provided written notice indicating an adverse effect by the date that is 15 business days after receipt by the Grantor of the Grantee’s submittal. Upon receipt of written notice indicating the Grantor’s notice that, in its opinion, proposed Modifications will have an adverse effect on the Grantor, the Grantee may either submit revised plans to the Grantor or provide written notice disputing the claim of adverse effect.

22. **Notices.** All notices or communications between Grantor and Grantee shall be deemed sufficiently given or rendered if in writing and delivered to either party personally; or if mailed by United States registered or certified mail to the addresses set forth below, or such future addresses as may be subsequently supplied by the parties hereto to each other, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

Grantee: City of Hastings
Public Works
1225 Progress Drive
Hastings, MN 55033
Attn: City Engineer

Grantor: Minnesota Dept. of Administration
Real Estate & Construction Services
50 Sherburne Avenue, Room 309
St. Paul, MN 55155
Attn: Director of Real Estate and Construction Services

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IN WITNESS WHEREOF, the parties hereto have set their hands on the date(s) indicated below intending to be bound thereby.

GRANTEE
CITY OF HASTINGS

BY: _____

TITLE: Mayor

DATE: _____

BY: _____

TITLE: City Clerk

DATE: _____

STATE OF MINNESOTA }
 } ss.
COUNTY OF DAKOTA }

The foregoing was acknowledged before me this _____ day of _____, 2023, by _____, the mayor of the City of Hastings, a body politic and corporate under the laws of Minnesota.

NOTARY PUBLIC

BY: _____

STATE OF MINNESOTA }
 } ss.
COUNTY OF DAKOTA }

The foregoing was acknowledged before me this _____ day of _____, 2023 by _____, the city clerk of the City of Hastings, a body politic and corporate under the laws of Minnesota.

NOTARY PUBLIC

BY: _____

APPROVED:
DEPARTMENT OF VETERANS AFFAIRS

BY: _____

TITLE: _____

DATE: _____

GRANTOR
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

BY: _____
Commissioner of Administration

DATE: _____

STATE OF MINNESOTA }
 } ss.
COUNTY OF _____ }

The foregoing was acknowledged before me this _____ day of _____, 2023,
by _____, Commissioner of Administration, on behalf of the State of
Minnesota.

NOTARY PUBLIC

BY: _____

EXHIBIT A**LEGAL DESCRIPTION AND DEPICTION****Vermillion River Greenway
PID# 19-03400-01-013
State of Minnesota
Legal Description for Permanent Easement**

That part of the West Half of the Northeast Quarter of Section 34, Township 115 North, Range 17 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of Parcel 1, City of Hastings Right of Way Map No. 5, according to the recorded map thereof; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the north line of said Parcel 1 a distance of 150.33 feet to the point of beginning; thence North 07 degrees 47 minutes 10 seconds East along a the westerly line of an easement described in Document Number 3121173, a distance of 173.00 feet; thence South 14 degrees 10 minutes 57 seconds West a distance of 176.07 feet to said north line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said north line a distance of 19.71 feet to the point of beginning.

Also:

Commencing at the southeast corner of said Parcel 1; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the south line of said Parcel 1 a distance of 164.33 feet to the point of beginning; thence South 03 degrees 22 minutes 07 seconds West along the westerly line of an easement described in Document Number 3121173, a distance of 141.99 feet; thence North 07 degrees 26 minutes 33 seconds West a distance of 143.92 feet to said south line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said south line a distance of 27.00 feet to the point of beginning.

Said easement areas contain approximately 3,614 square feet.

VERMILLION RIVER GREENWAY ADDITIONAL EASEMENT AREA EXHIBIT



LEGEND

- DENOTES CITY RIGHT OF WAY LINE
- DENOTES EXISTING EASEMENT
- DENOTES PROPOSED NEW EASEMENT LINE
- █ DENOTES PROPOSED EASEMENT AREA

State of Minnesota
General Obligation Bond Financed Property
DECLARATION

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

a fee simple title,

a lease, or

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Administration and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

_____, a political subdivision of the State of
Minnesota

By: _____
Title: _____

Dated: _____, 20__

By: _____
Title: _____

Dated: _____, 20__

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____, [*insert name and title of first signatory*] and _____, the _____ [*insert name and title of second signatory*], respectively, of _____, a political subdivision of the State of Minnesota.

Notary Public

This instrument was drafted by (name and address):

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Legal Description for Permanent Easement

That part of the West Half of the Northeast Quarter of Section 34, Township 115 North, Range 17 West, Dakota County, Minnesota described as follows:

Commencing at the northeast corner of Parcel 1, City of Hastings Right of Way Map No. 5, according to the recorded map thereof; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the north line of said Parcel 1 a distance of 150.33 feet to the point of beginning; thence North 07 degrees 47 minutes 10 seconds East along a the westerly line of an easement described in Document Number 3121173, a distance of 173.00 feet; thence South 14 degrees 10 minutes 57 seconds West a distance of 176.07 feet to said north line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said north line a distance of 19.71 feet to the point of beginning.

Also:

Commencing at the southeast corner of said Parcel 1; thence North 87 degrees 57 minutes 10 seconds West, assumed bearing along the south line of said Parcel 1 a distance of 164.33 feet to the point of beginning; thence South 03 degrees 22 minutes 07 seconds West along the westerly line of an easement described in Document Number 3121173, a distance of 141.99 feet; thence North 07 degrees 26 minutes 33 seconds West a distance of 143.92 feet to said south line of Parcel 1; thence South 87 degrees 57 minutes 10 seconds East along said south line a distance of 27.00 feet to the point of beginning.