RESOLUTION NO. 100515-02 CITY OF WAITE PARK

A RESOLUTION APPROVING THE DIRECT PURCHASE OF PROPERTY FROM ANGELINE A. GILLITZER FOR 17TH AVENUE SOUTH RIGHT-OF-WAY AND AUTHORIZING THE CITY ATTORNEY AND CITY ADMINISTRATOR-CLERK-TREASURER TO NEGOTIATE A PURCHASE AGREEMENT BETWEEN THE CITY OF WAITE PARK AND MARTIN MARIETTA TO SELL TO MARTIN MARIETTA THE REMAINING PORTION OF THE GILLITZER PROPERTY THAT IS NOT NEEDED BY THE CITY FOR RIGHT-OF-WAY

WHEREAS, the City of Waite Park has commenced a public improvement project extending 17th Avenue South which project requires the acquisition of certain easements and right-of-way; and

WHEREAS, the City Attorney has negotiated terms with Angeline A. Gillitzer through her attorney-in-fact, Dean A. Gillitzer, regarding a direct purchase of Angeline Gillitzer's property instead of the use of eminent domain proceedings and the "quick-take" procedures under Minn. Stat. §117.042. See Power of Attorney hereto attached and incorporated herein as Exhibit A; and

WHEREAS, the City Attorney is seeking approval from the City Council of the purchase of all of Angeline A. Gillitzer's property (Parcel No. 98.60568.0320) located at 511 17th Avenue South in the City of Waite Park, Minnesota for \$275,000.00 in accordance with the Purchase Agreement attached hereto and incorporated herein as Exhibit B; and

WHEREAS, only a portion of the property is required for the project; and

WHEREAS, Martin Marietta has expressed an interest in purchasing the remaining portion of the Gillitzer property from the City that is not needed by the City for right-of way; and

WHEREAS, the City Attorney and City Administrator-Clerk-Treasurer are seeking approval by the City Council to negotiate a Purchase Agreement between the City of Waite Park and Martin Marietta to sell to Martin Marietta the remaining portion of the Gillitzer property that is not needed by the City for right-of-way.

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

That the Purchase Agreement between the City of Waite Park and the property owner, Angeline A. Gillitzer, through her attorney-in-fact, Dean A. Gillitzer, for the direct purchase of all of the Angeline Gillitzer property (Parcel No. 98.60568.032) located at 511 17th Avenue South in the City of Waite Park, Minnesota for \$275,000.00 is hereby approved by the City Council.

That the City Attorney is authorized to prepare any and all documents and do whatever is necessary to complete the purchase between the City of Waite Park and Angeline A. Gillitzer.

That the Mayor and the City Administrator-Clerk-Treasurer of the City of Waite Park are directed to execute the documents necessary to effectuate the purchase between the City of Waite Park and Angeline A. Gillitzer.

That the City Attorney and City Administrator-Clerk-Treasurer are hereby authorized to negotiate a Purchase Agreement between the City of Waite Park and Martin Marietta to sell to Martin Marietta the remaining portion of the Gillitzer parcel that is not needed by the City for right-of-way.

Adopted by the Council this 5th day of October, 2015.

City Administrator-Clerk-Treasurer

Charles S. Schneider, Acting Mayor

ACTION ON THIS RESOLUTION:

Motion for adoption: Member Schulz Seconded by: Member Theisen

Voted in favor of: Acting Mayor Schneider, Members Linquist, Schulz, Theisen

Voted against: None Abstained: None Absent: Mayor Miller Resolution adopted.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Waite Park City Council at a duly authorized meeting held on October 5, 2015.

City Administrator-Clerk-Treasurer

(Top 3 inches reserved for recording data)

Minnesota Uniform Conveyancing Blanks

EXHIBIT

STATUTORY SHORT FORM POWER OF ATTORNEY

MINNESOTA STATUTES. SECTION 523.23 Form 100.1.1 (2011) IMPORTANT NOTICE: The powers granted by this document are broad and sweeping. They are defined in Minnesota Statutes, Section 523.24. If you have any questions about these powers, obtain competent advice. This power of attorney may be revoked by you if you wish to do so. This power of attorney is automatically terminated if it is to your spouse and proceedings are commenced for dissolution, legal separation, or annulment of your marriage. This power of attorney authorizes, but does not require, the attorney-in-fact to act for you. PRINCIPAL (Name and Address of Person Granting the Power) Angeline A Gillitzer 511 17th Ave So Waite Park, Mn 56387 ATTORNEY(S)-IN-FACT SUCCESSOR ATTORNEY(S)-IN-FACT (Optional) (Name and Address) To act if any named attorney-in-fact dies, resigns, or is otherwise unable to serve (Name and Address) Dean A Gillitzer First Successor ___ P O Box 561 Waite Park, MN 56387 Cheryl A Welle Second Successor 8401 White Oak Road St Cloud, Mn 56301 NOTICE: If more than one attorney-in-fact is designated, make a check or "x" on the line in front of one of the following statements: x Each attorney-in-fact may independently exercise the EXPIRATION DATE (Optional) powers granted. All attorneys-in-fact must jointly exercise the powers Use Specific Month granted.

I (the above named Principal) appoint the above named Attorney(s)-in-Fact to act as my attorney(s)-in-fact:

FIRST: To act for me in any way that I could act with respect to the following matters, as each of them is defined in Minnesota Statutes, section 523.24:

(To grant to the attorney-in-fact any of the following powers, make a check or "x" on the line in front of each power being granted. You may, but need not, cross out each power not granted. Failure to make a check or "x" on the line in front of the power will have the effect of deleting the power unless the line in front of the power of (N) is checked or "x"-ed.)

Check or "x'	1	
		real property transactions;
		I choose to limit this power to real property in County, Minnesota, described as
		follows: (Use legal description. Do not use street address.)
		(If more space is needed, continue on an attachment.)
	(B)	tangible personal property transactions;
	(C)	bond, share, and commodity transactions;
	(D)	banking transactions;
	(E)	business operating transactions;
	(F)	insurance transactions;
	(G)	beneficiary transactions;
	(H)	gift transactions;
	(1)	fiduciary transactions;
	(J)	claims and litigation;
	(K)	family maintenance;
	(L)	benefits from military service;
	(M)	records, reports, and statements;
X	(N)	all of the powers listed in (A) through (M) above and all other matters.
SECOND	: (Yo	u must indicate below whether or not this Power of Attorney will be effective if you become incapacitated or incompetent.
	•	on the line in front of the statement that expresses your intent.)
х	This	power of attorney shall continue to be effective if I become incapacitated or incompetent.
	This	power of attorney shall not be effective if I become incapacitated or incompetent.
THIRD: (1	ou m	nust indicate below whether or not this power of attorney authorizes the attorney-in-fact to transfer your property to the
•		ke a check or "x" on the line in front of the statement that expresses your intent.)
X	This	power of attorney authorizes the attorney-in-fact to transfer my property to the attorney-in-fact.
	Thie	nower of attorney does not authorize the attorney in-fact to transfer my property to the attorney in-fact

FOURTH: (You may indicate below whether or not the attorney- in front of the statement that expresses your intent.)	in-fact is required to mak	ke an accounting, Make a check or "x" on the line		
My attorney-in-fact need not render an accounting un Minnesota Statutes, section 523.21.	less I request it, or the a	ccounting is otherwise required by		
My attorney-in-fact must render	(Monthly, Quarterly, A	accountings to		
me or	(Monthly, Quarterly, A	nnual)		
me or	Me or(Name and Address)			
during my lifetime, and a final accounting to the personal representative of my estate, if any is appointed, after my death.				
In Witness Whereof i have hereunto signed my name this18i	h day of	September 2015		
	•	e Hilliter		
ACKNOWLEDGE	MENT OF PRINCIPAL			
State of Minnesota, County of Stearns				
This instrument was acknowledged before me on		Angeline A Gillitzer (insert name of Principal)		
(Stamp) DANIEL A. ELLER NOTARY PUBLIC - MINNESOTA				
My Corremisation Expires Jan. 31, 2020	My commission expires:	(month/day/year)		
THIS INSTRUMENT WAS DRAFTED BY:	Cassier	on signature of Attempty(e) in Fact		

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

Specimen signature of Attomey(s)-in-Fact
(Notarization not required)

Dom Niegzi Chery A Welle

PURCHASE AGREEMENT

- 1. PARTIES. THIS AGREEMENT is made as of Spermer 24, 2015, by and between the City of Waite Park, a Minnesota municipal corporation, 19 13th Avenue North, P.O. Box 339, Waite Park, Minnesota 56387 hereinafter ("Buyer") and Angeline A. Gillitzer, widowed and un-remarried, 511 17th Avenue South, Waite Park, Minnesota 56387 hereinafter ("Seller").
- 2. **OFFER/ACCEPTANCE**. Buyer offers to purchase and Seller agrees to sell the real property located at 511 17th Avenue South, City of Waite Park, County of Stearns, State of Minnesota 56387 (Tax Parcel No. 98.60568.0320) legally described as follows:

See attached EXHIBIT "A" attached hereto and incorporated herein.

including plants, shrubs and trees and all easements and rights benefitting or appurtenant to the land hereinafter (the "Property") at the price and upon the terms set forth below.

- 3. **EXCLUDED FROM THE SALE**. Personal property located in the buildings and all fixtures, except the plants, shrubs and trees noted at paragraph 2 above, are excluded from this sale.
- 4. **PRICE AND MANNER OF PAYMENT**. The price for the Property included in this sale is Two Hundred Seventy-Five Thousand and 00/100ths (\$275,000.00) Dollars which the Buyer shall pay as follows: Earnest money of One (\$1.00) Dollar, receipt of which is hereby acknowledged, and the balance of Two Hundred Seventy-Four Thousand Nine Hundred Ninety-Nine and 00/100ths (\$274,999.00) Dollars cash on the 15th day of October, 2015, the date of closing.
- 5. **CONTINGENCY**. This Purchase Agreement is contingent upon the approval of the purchase of the property and the terms of this Purchase Agreement by the City Council for the City of Waite Park, Minnesota, at its October 5, 2015, meeting. In the event this agreement is not approved by the City Council for the City of Waite Park, Minnesota, the Buyer and Seller agree to sign a cancellation of purchase agreement.

6. **DEED/MARKETABLE TITLE.**

- A. Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed, joined in by spouse, if any, conveying marketable title subject to the following title exceptions:
 - 1) building and zoning laws, ordinances, state and federal regulations:
 - 2) restrictions relating to use or improvement of the property without effective forfeiture provisions;



- 3) reservation of any mineral rights by the State of Minnesota; and
- 4) utility and drainage easements which do not interfere with existing improvements.

7. REPRESENTATIONS BY SELLER.

- A. **Title to the Property**. Seller owns the Property free and clear of all encumbrances except for the permitted encumbrances and the following mortgages which will be satisfied on or before the date of closing:
 - 1) Great River Federal Credit Union dated August 17, 2007, and recorded August 24, 2007, as Document No. 1236642. The Mortgage secures the principal amount of \$280,000.00.
 - 2) Great River Federal Credit Union dated August 17, 2007, as Document No. 1236643. The Mortgage secures the principal amount of \$70,000.00.
- B. **Assessments**. Seller has received no notice of actual or threatened special assessments or reassessments of the Property.
- C. **Rights of Others to Purchase the Property**. Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- D. Seller's Defaults. Seller is not in default concerning any of its obligations or liabilities regarding the Property.
- E. Wells. Well(s) on the real property are disclosed by Seller on the attached well disclosure statement.
- F. Sewage Treatment Systems. Seller certifies that sewage generated at the Property does not go to a facility permitted by the Minnesota Pollution Control Agency and Seller's Disclosure of Individual Sewage Treatment Systems is attached. Seller does not know if there is an abandoned individual sewage treatment system on the Property.
- G. Storage Tanks. Seller represents and warrants there are no above ground or underground tanks located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled.

- H. **Hazardous Wastes**. Seller represents and warrants to the best of her knowledge that there are no hazardous wastes on the Property.
- I. **Protected Sites.** Seller has no knowledge that the Property has any conditions that are protected by federal or state law (such as American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical structures or materials, or archeological sites.)
- J. **Diseased Trees**. Seller has not received any notice from any governmental authority as to the existence of, and Seller has no knowledge of, any Dutch elm disease, oak wilt, or other disease of any trees on the real property.
- K. Utilities Connections. Seller represents that the property is not connected to city sewer, city water and cable communications.
- L. **Methamphetamine Disclosure**. To the best of Seller's knowledge, methamphetamine production has not occurred on the property.
- M. **Airport Zoning Regulations**. To the best of Seller's knowledge, airport zoning regulations does not affect this Property.
- N. Clean Conditions. Seller shall remove all debris, trash, rubbish, garbage, rubble, and yard waste from the Property before the possession date. Seller shall remove all trash, garbage, and miscellaneous discarded materials from the buildings, and shall leave the buildings in "broom clean" condition before the possession date. Any fixtures and personal property that are not removed by the possession date, the Buyer may sell the same at public auction or destroy.
- O. **Disclosure of Notices**. Seller has not received any note from any governmental authority as to violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.

8. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

A. Real Estate Taxes Payable in the Year of Closing. Real estate taxes due and payable in and for the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing, unless otherwise provided in this Agreement.

- B. **Deferred Real Estate Taxes and Special Assessments**. Seller shall pay any deferred real estate taxes or special assessments payment, if any, of which is required as a result of the closing of this sale.
- C. Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable in the year of closing shall be paid by Seller.
- D. **Pending Special Assessments**. Seller shall pay all special assessments, if any, pending as of the date of this Agreement for improvements that have been ordered by the City Council or other governmental assessing authorities. As of the date of this Agreement, Seller represents that Seller has not received a Notice of Hearing of a new public improvement project from any governmental assessing authority, the cost of which project may be assessed against the Property.
- E. All Other Levied Special Assessments. Seller shall pay on date of closing all other special assessments, if any, levied as of the date of this Agreement.
- F. Real Estate Taxes Payable in the Years Prior to Closing. The real estate taxes for the Property due and payable in the years prior to the year of Closing shall be paid in full by the Seller. The Seller shall be responsible for paying any interest and penalties due.
- G. Taxes and Special Assessments in the Years Following Closing. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter and any unpaid special assessments payable therewith and thereafter, the payment of which is not otherwise provided herein. Seller makes no representation concerning the amount of future real estate taxes or of future special assessments.
- 9. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings, if any, are entirely within the boundary lines of the real property. Seller warrants that there is a right of access to the Property from a public right of way. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the deed.
- 10. **POSSESSION**. Seller shall deliver possession of the Property to the Buyer on October 15, 2015.

11. TITLE.

Abstract and Examination of Title. Within a reasonable time after acceptance of this Purchase Agreement, Buyer's attorney shall examine the title and provide Seller with written objections or, at Buyer's own expense, to make an application for a Title Insurance Policy and notify Seller of the application. Buyer shall have ten (10) business days after receipt of the Commitment for Title Insurance Policy to notify Seller of the Commitment and written objections. Buyer shall be deemed to have waived any title objections not made within the applicable ten (10) day period provided for above, except that this shall not operate as a waiver of Seller's covenant to deliver a Warranty Deed.

- 12. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 120 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall, within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 120 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonably, diligent, and prompt.
 - A. If notice is given and Seller makes title marketable, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
 - B. If notice is given and Seller proceeds in good faith to make title marketable but the 120 day period expires without title being made marketable, Buyer may declare this Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and earnest money shall be refunded to Buyer.
 - C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 120 day period expiries without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek rescission of this Purchase Agreement by notice as provided herein, in which case this Purchase Agreement shall be null and void.
 - D. If Title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either to the following options, as permitted by law:
 - 1) Cancel this Purchase Agreement as provided by statute and retain all payments made hereunder as liquidated damages.

- 2) Seek specific performance within six (6) months after such right of action arises, including costs and reasonable attorney's fees as permitted by law.
- E. If title is marketable, or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
 - 1) Seek damages from Seller including costs and reasonable attorney's fees.
 - 2) Seek specific performance within six (6) months after such right of action arises.
 - 3) Cancel this Purchase Agreement as provided by Statute and neither party shall be liable for damages hereunder to the other, and the earnest money shall be refunded to Buyer.
- 13. **NOTICES**. All notices required in this Agreement will be in writing and delivered personally or mailed as follows:

If to Seller: Angeline A. Gillitzer 511 17th Avenue South Waite Park, MN 56387

If to Buyer: City of Waite Park P.O. Box 339 Waite Park, MN 56387

- 14. **ENTIRE AGREEMENT; MODIFICATION**. This written agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing execute by the parties.
- 15. **BINDING EFFECT**. This Agreement binds and benefits the parties and their successors and assigns.
- 16. **1031 EXCHNAGE**. Neither party elects to structure this transaction as a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code.
- 17. **BROKER'S COMMISSION**. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, realtors, finders or the like in connection with this transaction.

- 18. **SURVIVAL**. Unless expressly limited in this Agreement, all of the terms of this Agreement will survive and be enforceable after the Closing as provided in this Agreement.
- 19. **EXHIBITS AND DISCLOSURES**. Exhibits and Disclosures attached to this Agreement are an integral part of this Agreement. All of the Exhibits and Disclosures to be attached shall be so attached on or before the signing of this Agreement and at such time shall become a part of this Agreement.

List of Exhibits and Disclosures:

Exhibit A – Legal description – Property Well Disclosure Statement Disclosure of Sewage Treatment System

20. CLOSING COSTS.

- A. Seller shall pay the document preparation costs and the cost of recording and the Minnesota State Deed Tax for all documents necessary to place record title in the condition warranted and required by Seller in this Agreement. Buyer shall pay the document preparation costs and recording fees for all other documents including the well disclosure fee.
- B. Buyer shall pay the Minnesota State Deed Tax necessary to record the Warranty deed to be delivered by Seller under this Agreement.
- C. Buyer shall pay the fee for closing on this transaction.
- D. Buyer and Seller will pay their own attorney's fees.
- 21. MINNESOTA LAW. This contract shall be governed by the laws of the State of Minnesota.
- 22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 23. **ASSIGNMENT**. Neither party shall assign any interest in this Agreement without the prior written approval of the other party, and subject to such conditions and provisions as the other party may deem necessary.

- 24. **SEVERABILITY**. The provisions of this Agreement are severable and in the event any paragraph, subparagraph, sentence, word or other portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be binding upon the parties.
- 25. **CLOSING.** Closing will occur at Tri-County Abstract and Title Guaranty First American Title Company, 122 12th Avenue North, St. Cloud, Minnesota 56303 on October 15, 2015, at a time the parties mutually agree on.
- 26. **TIME IS OF THE ESSENCE**. Time is of the essence for all provisions of this Purchase Agreement.

[Remainder of this page intentionally left blank.]
[Signature pages to follow.)

I AGREE TO PURCHASE THIS PROPERTY FOR THE PRICE AND TERMS AND CONDITIONS SET FORTH ABOVE.

Dated this 24th day of September 2015.

BUYER

CITY OF WAITE PARK, A MINNESOTA

MUNICIPAL CORPORATION

CHARLES S. SCHNEIDER, ACTING MAYOR

ATTEST:

Shaunna Johnson

Its City Administrator/Clerk/Treasurer

I AGREE TO SELL THE PROPERTY FOR THE PRICE AND TERMS AND CONDITIONS SET FORTH ABOVE.

Dated this 24th day of Septimber 2015.

SELLER

Angeline A. Gillitzer Dean Mills

THIS INSTRUMENT WAS DRAFTED BY:

Gordon H. Hansmeier - #40770 Rajkowski Hansmeier Ltd. 11 Seventh Avenue North P.O. Box 1433 St. Cloud, MN 56302 Telephone: (320) 251-1055

[EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE ON THE LATER OF WHICH IS SIGNED BY THE SELLER OR BUYER]

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land in and being a part of the SE ¼ of Section 18, in Township 124, of Range 28, described as follows, to-wit: Beginning at a point on the East line of said Section 18, Township and Range aforesaid, which is 88 feet North of the Southeast corner of said Section 18; thence South a distance of 88 feet to the Southeast corner of said Section 18; thence West along the South line of said Section 18, a distance of 300 feet; thence North parallel to the East line of Section 18, a distance of 52 feet; thence Northeasterly in a straight line to the point of beginning, Stearns County, Minnesota. ALSO, beginning at a point on the North Section line of Section 19, Township 124, Range 28, 87 feet West from the Northeast corner of said Section 19; thence 300 feet West along said Section line; thence 110 feet South parallel with the East Section line of said Section 19, thence East 300 feet parallel with the North line of said Section; thence North 110 feet to the point of beginning, all in Stearns County, Minnesota.

ALSO, part of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) Section 19, Township 124 North, Range 28 West, Stearns County, Minnesota, described as follows: Beginning at a point on the north line of said NE ¼ NE ¼ distant 87 feet West from the northeast corner of said NE ¼ NE ¼; thence South 00 degrees 08 minutes 45 seconds West, assumed bearing, parallel to the east line of said NE ¼ NE ¼ a distance of 110.00 feet; thence North 89 degrees 59 minutes 53 seconds East, parallel to the north line of said NE ¼ NE ¼ a distance of 47.55 feet; thence North 00 degrees 08 minutes 45 seconds East, parallel to said east line 110.00 feet; thence South 89 degrees 59 minutes 53 seconds West along the north line of said NE ¼ NE ¼ a distance of 47.55 feet to the point of beginning.

ALSO, a tract of land in and being a part of the Southeast Quarter of Section 18, Township 124, Range 28, Stearns County, Minnesota, described as follows: Commencing at the Southeast Corner of said Section 18, thence West along the South line of said Section 18 a distance of 300 feet; thence North and parallel to the East line of said Section 18 a distance of 52 feet to the point of beginning of the tract conveyed herein; thence continue North and parallel to the East line of said Section 18 a distance of 4 feet; thence Northeasterly to a point on the East line of said Section 18, said point being a distance of 92 feet North of the Southeast corner of said Section 18; thence South on said East line a distance of 4 feet; thence Southwesterly to the point of beginning and there terminating.