

SUMMONS

STATE OF MINNESOTA
COUNTY OF WASHINGTON
DISTRICT COURT
TENTH JUDICIAL DISTRICT
CASE TYPE: CIVIL-OTHER

File No. _____

Joseph R. Allaben and Donna Sommerfeldt; Gregory Kneisl, aka Gregory L. Kneisl, and Cynthia Kneisl, aka Cynthia E. Kneisl; Kevin L. Denis and Kristin R. Lundquist, as individuals and as Trustees of the Kevin L. Denis and Kristin R. Lundquist Joint Revocable Trust; John S. Redpath and Victoria K. Redpath, individually and as Trustees of the Victoria K. Redpath Revocable Living Trust; and Chad Whiterabbit and Nicole Whiterabbit,
Plaintiffs

vs.

Mahtomedi Improvement Co., an expired Minnesota corporation; The City of Mahtomedi; Richard E. Jahnke and Carole J. Jahnke, married to each other, Jay D. Shortridge and Jessica A. Brandt; Karen R. Wiberg; Glenn R. Buttermann and Ann E. Buttermann; Wells Fargo Bank, N.A., a national banking association; Mortgage Electronic Registration Systems, Inc., as nominee for Waterstone Mortgage Corporation, a Wisconsin corporation, and as nominee for Amerisave Mortgage Corporation, a Georgia corporation; Drake Bank; John Doe and Mary Roe, whose true names are unknown to Plaintiffs,
Defendants.

THIS SUMMONS IS DIRECTED TO THE ABOVE-NAMED DEFENDANTS:

1. YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The Plaintiffs' Complaint against you is attached to this summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this summons.

2. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this summons a written response called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

J. Thomas Church
4810 White Bear Parkway
Suite 100
White Bear Lake, MN 55110

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiffs Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 20 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the complaint. If you do not want to contest the claims stated in the complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

7. THIS LAWSUIT MAY AFFECT OR BRING INTO QUESTION TITLE TO REAL PROPERTY located in Washington County, Minnesota, legally described as follows:

EXHIBIT "A"

LEGAL DESCRIPTIONS

Sommerfeldt/Allaben parcels:

Parcel 1:

Lot 8, Block 4, Mahtomedi Assembly, Washington County, Minnesota.

20.030.21.23.0039

Parcel 2:

That part of Government Lot 2, Section 20, Township 30 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the West-

erly line of Lot 8, Block 4, Mahtomedi Assembly, Washington County, Min-

nesota, and which is bounded on the North by the Westerly extension of

the North line of said Lot 8, Block 4, to the shoreline of White Bear Lake,

and on the South by the Westerly extension of the South line of said Lot 8,

Block 4, to the shoreline of White Bear Lake.

Kneisl Parcels

Parcel 1:

Lot 7, Block 4, Mahtomedi Assembly, Washington County, Minnesota.

20.030.21.23.0038

Parcel 2:

That part of Government Lot 2, Section 20, Township 30 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the West-

erly line of Lot 7, Block 4, Mahtomedi Assembly, Washington County, Min-

nesota, and which is bounded on the North by the Westerly extension of

the North line of said Lot 7, Block 4, to the shoreline of White Bear Lake,

and on the South by the Westerly extension of the South line of said Lot 7,

Block 4, to the shoreline of White Bear Lake.

Denis/Lundquist Revocable Trust Parcels

Parcel 1:

Lot 6, Block 4, Mahtomedi Assembly, Washington County, Minnesota.

20.030.21.23.0037

AND

Lot 5 and the South One half of Lot 12, Block 4, Mahtomedi, being a re-

arrangement of Mahtomedi Assembly, Washington County, Minnesota.

20.030.21.23.0017

Parcel 2:

That part of Government Lot 2, Section 20, Township 30 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the West-

erly lines of Lots 5 and 6, Block 4, Mahtomedi Assembly, Washington

County, Minnesota, and which is bounded on the North by a line, parallel

with the South line of Lot 6, Mahtomedi Assembly, and its Westerly exten-

sion to the shoreline of White Bear Lake, extending from the Northwest

corner of said Lot 5 to the shoreline of White Bear Lake; and bounded on

the South by the Westerly extension of the South line of said Lot 6, Block

4, to the shoreline of White Bear Lake.

Redpath Revocable Living Trust

Parcel 1:

The Northerly One half of Lot 12 and all of Lot 13, Block 4, Mahtome-

di, being a re-arrangement of Mahtomedi Assembly, Washington County,

Minnesota. 20.030.21.23.0022

Parcel 2:

That part of Government Lot 2, Section 20, Township 30 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the West-

erly line of Lot 13, Block 4, Mahtomedi, being a re-arrangement of Mahto-

medi Assembly, Washington County, Minnesota, and which is bounded on

the North by the following described line:

Commencing at the southeast corner of Lot 10, Block 4 "Mahtomedi,

being a rearrangement of part of Mahtomedi Assembly Washington Co. Minn."

according to the recorded plat thereof on file in the office of the

County Recorder, Washington County, Minnesota, which southeast cor-

ner is witnessed by a Judicial Landmark set on the southerly line of said

Lot 10 a distance of 30.36 feet southwesterly from said southeast corner;

thence S72 degrees 59 minutes 57 seconds west (assumed bearing) along

the southerly line of said Lot 10, a distance of 30.36 feet, said point being

marked by a Judicial Landmark; thence continue South 72 degrees 59

minutes 57 minutes west, along the southerly line of said Lot 10, a dis-

tance of 13.45 feet, 86.23 feet to the southwest corner of said Lot 10, said

point being the point of beginning of the line to be described, said point

being marked by a Judicial Landmark; thence S54 degrees 59 minutes 57

seconds west 13.45 feet from the aforescribed point of beginning to

a Judicial Landmark which is S54 degrees 59 minutes 57 seconds west

13.45 feet west of said point of beginning; thence S54 degrees 59 minutes

57 seconds west 67 feet, more or less, to the shore-line of White Bear

Lake, and said line there terminating;

and bounded on the South by a line, parallel with the South line of Lot

6, Mahtomedi Assembly, and its Westerly extension to the shoreline of

White Bear Lake, extending from the Northwest corner of said Lot 5 to the

shoreline of White Bear Lake.

Whiterabbit

Parcel 1

All that part of Lot 6, Block 3 Mahtomedi Assembly, and Lots 7 and

22, Block 3, Mahtomedi, being a rearrangement of Mahtomedi Assembly,

located northerly of the following described line:

Commencing at the most Easterly point of said Lot 22, thence Westerly

40 feet along the Northeasterly line of said Lot 22 to the point of beginning;

thence Southwesterly in a straight line to a point on the Southwesterly line

of said Lot 6, distant 10 feet Northerly of the most Southerly corner of said

Lot 6 and there terminating.

20.030.21.23.0030

Parcel 2

That part of Government Lot 2, Section 20, Township 30 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the West-

erly line of Lot 6 Block 3, MAHTOMEDI ASSEMBLY, and Lot 7, Block 3,

MAHTOMEDI, being a rearrangement of Lots 7, 8 Block 3, MAHTOMEDI

ASSEMBLY, and the shoreline of White Bear Lake; and which is bound-

ed on the North by a line drawn from the Northwesterly corner of said

Lot 6, Block 3, Mahtomedi Assembly, parallel with the Southerly line of

the above-described Parcel 1, to the shoreline of White Bear Lake, and

bounded on the South by the Westerly extension of the South line of the

above-described Parcel 1 to the shoreline of White Bear Lake.

8. The object of this action is to determine adverse claims to the

above-described real property and quiet title thereto.

Dated: September 20, 2018

/s/ J. Thomas Church

Attorney Reg. No. 0391719

Attorney for Plaintiff

4810 White Bear Parkway Suite 100

White Bear Lake, MN 55110

(651) 747-3270

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