



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: October 23, 2018
SUBJECT: Approve Permanent Right-of-Way and Temporary Construction Easement for 415 2nd Avenue NW

Background:

As part of the proposed improvements related to the 2019 TH 60 Reconstruction Project (City Contract 2019-03) there are four parcels where permanent land acquisition is required to accommodate intersection improvements. Per the letter of intent between the City and MnDOT, the City is to lead the direct purchase process of ROW acquisition according to all applicable laws. The City hired Evergreen Land Services to lead the acquisition process and complete the appraisals, offers and easement agreements.

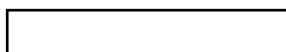
The last easement to be completed is for 415 2nd Ave NW (Braden Law Office). In order to construct the new signal system permanent ROW must be acquired. The total cost of the easement acquisition is \$1,200.

Recommendation:

Approve Permanent Right of Way Easement and Temporary Construction Easement for 415 2nd Avenue NW

Attachments:

Permanent Right of Way Easement and Temporary Construction Easement for 415 2nd Avenue NW and supporting documentation



(Reserved for Recording Data)

QUITCLAIM DEED

ECRV No. _____

Date: October 16, 2019

Deed Tax due hereon: \$ 1.65

FOR VALUABLE CONSIDERATION, Jonathan S. Braden and Mary M. Braden, as Joint Tenants, Grantor, hereby conveys and quitclaims to City of Faribault, a Minnesota municipal corporation, Grantee, real property in Rice County, Minnesota, described as follows:

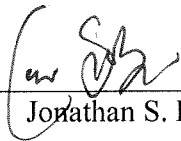
A Deed for right of way purposes over, under, across and through that part of the Property as described and shown on the attached Exhibit "A". This Deed shall give the City the right to construct, use and maintain a City street, sidewalk, traffic signal system and underground utilities as well as to permit and regulate its use by private utilities.

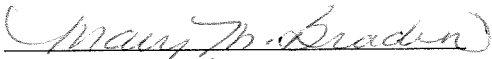
Together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: covenants, easements and restrictions of record.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number:)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

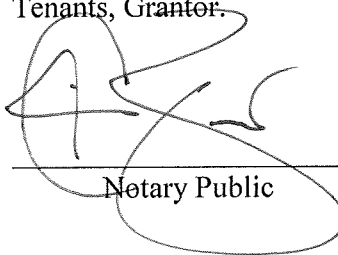
JONATHAN S. BRADEN & MARY M. BRADEN
AS JOINT TENANTS

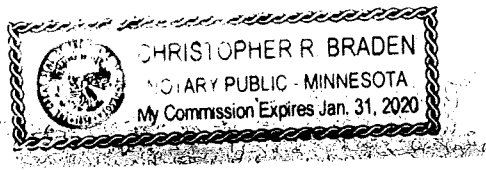
By: 
Jonathan S. Braden

By: 
Mary M. Braden

STATE OF MINNESOTA)
)SS
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 10 day of
October, 2018, by Jonathan S. Braden and Mary M. Braden, as Joint
Tenants, Grantor.


Notary Public



Mail real property tax statements to:
City of Faribault
Finance Department
208 1st Avenue NW
Faribault, MN

This instrument drafted by:
Evergreen Land Services
1515 East 66th Street
Richfield, MN 55423

EXHIBIT 'A'

PARCEL 13
S.P. 6607-50
City Project No. 2019-03

Permanent Right of Way

All that part of the following described tract:

Lot 6, Block 35, in the Original Town, now City, of Faribault, Rice County, Minnesota,
except the North 82 1/2 feet thereof;

which lies southerly and westerly of the following described line:

Commencing at the southwest corner of said Lot 6; thence East, assumed bearing,
along

the south line of said Lot 6, a distance of 25.00 feet for the point of beginning of said
line;

thence deflecting to the left 171 degrees 35 minutes 23 seconds for a distance of 21.40
feet; thence northwesterly 22.20 feet, more or less, to a point on the west line of said
Lot

6, said point being 25.00 feet northerly of the point of commencement and said line
there

terminating;

Containing 87 square feet, more or less.

RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT, made on this 7th day of October, 2018, by and between JONATHAN S AND MARY M BRADEN, ("Owner") and CITY OF FARIBAULT, a Minnesota municipal corporation, ("City").

RECITALS

A. Owner is the fee simple owner of the real estate located at 415 2nd Avenue NW, Faribault, Rice County, Minnesota 55021 (PID 18.31.1.26.206), legally described as follows (the "Property"):

All that part of the following described tract:

Lot 6, Block 35, in the Original Town, now City, of Faribault, Rice County, Minnesota, except the North 82 1/2 feet thereof.

B. City is proposing to undertake roadway and utility improvements on and adjacent to the Property, identified as the 2019 T.H. 60 (4th Street NW) Improvements S.P. 6607-50, which requires a temporary construction easement on a portion of the Property as shown on Exhibit A, attached hereto and made a part hereof (the "Parcel Sketch").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

1. Right of Entry. Effective upon the date specified in the notice required at paragraph 2(a) below, Owner hereby grants to City, its agents, employees, contractors and invitees the right to enter upon the Property to the minimal extent required for the purpose of roadway and utility construction and related work.

2. Consideration. In consideration for such right of entry, City agrees to:
- Notify Owner at least five (5) business days in advance of the date and time that the City's use of the Property will commence under this Agreement;
 - Do no unnecessary damage to the Property and restore the Property to substantially the same condition as the condition in which it was found by City

- at the time of City's entry upon the Property pursuant to this Agreement;
- c) Not levy any special assessments against the Property now or in the future for the roadway and utility improvements proposed to be constructed under this Agreement.

3. Acknowledgement. In executing this Agreement, the Owner hereby acknowledges the following:

- a) That they are owner of the Property and have the right, title and capacity to execute this Agreement and convey to the City the rights granted herein.
- b) That the improvements proposed to be constructed under this Agreement benefit the Property, and they are executing this Agreement in exchange for the benefit derived from the improvements, with no other compensation due.
- c) This Agreement shall be valid and binding on the Property through October 31, 2020.

4. Incorporation of Recitals and Exhibits. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

5. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Minnesota.

6. Notices and Demands. All notices, demands or other communications under this Agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally, transmitted by facsimile, or mailed by certified mail, return receipt requested, postage prepaid, properly addressed as follows:

If to Owner: Jonathan S. & Mary M. Braden
Attn.: _____
2026 Legacy Drive
Faribault, MN 55021

If to City: City of Faribault
Attn: Tim Murray
208 N.W. 1st Avenue
Faribault, MN 55021

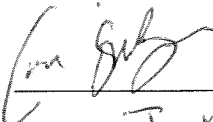
Or to such other persons as the parties may from time to time designate in writing and forward to the other persons entitled to receive notice as provided in this section.

7. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality as were followed in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalves on or as of the above date.

Owner:
JONATHAN S AND MARY M
BRADEN

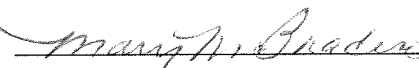
City:
CITY OF FARIBAULT

By: 
Print Name: Jonathan Braden

By: _____
Kevin Voracek
Its: Mayor

Its: owner

By: _____
Timothy C. Murray
Its: City Administrator

By: 
Print Name: Mary M. Braden
Its: owner

(Remainder of page left intentionally blank)

EXHIBIT A - PARCEL SKETCH

RIGHT OF WAY PARCEL LAYOUT



MINNESOTA DEPARTMENT OF TRANSPORTATION

Topographic Information required: Proposed R/W line & access taking.

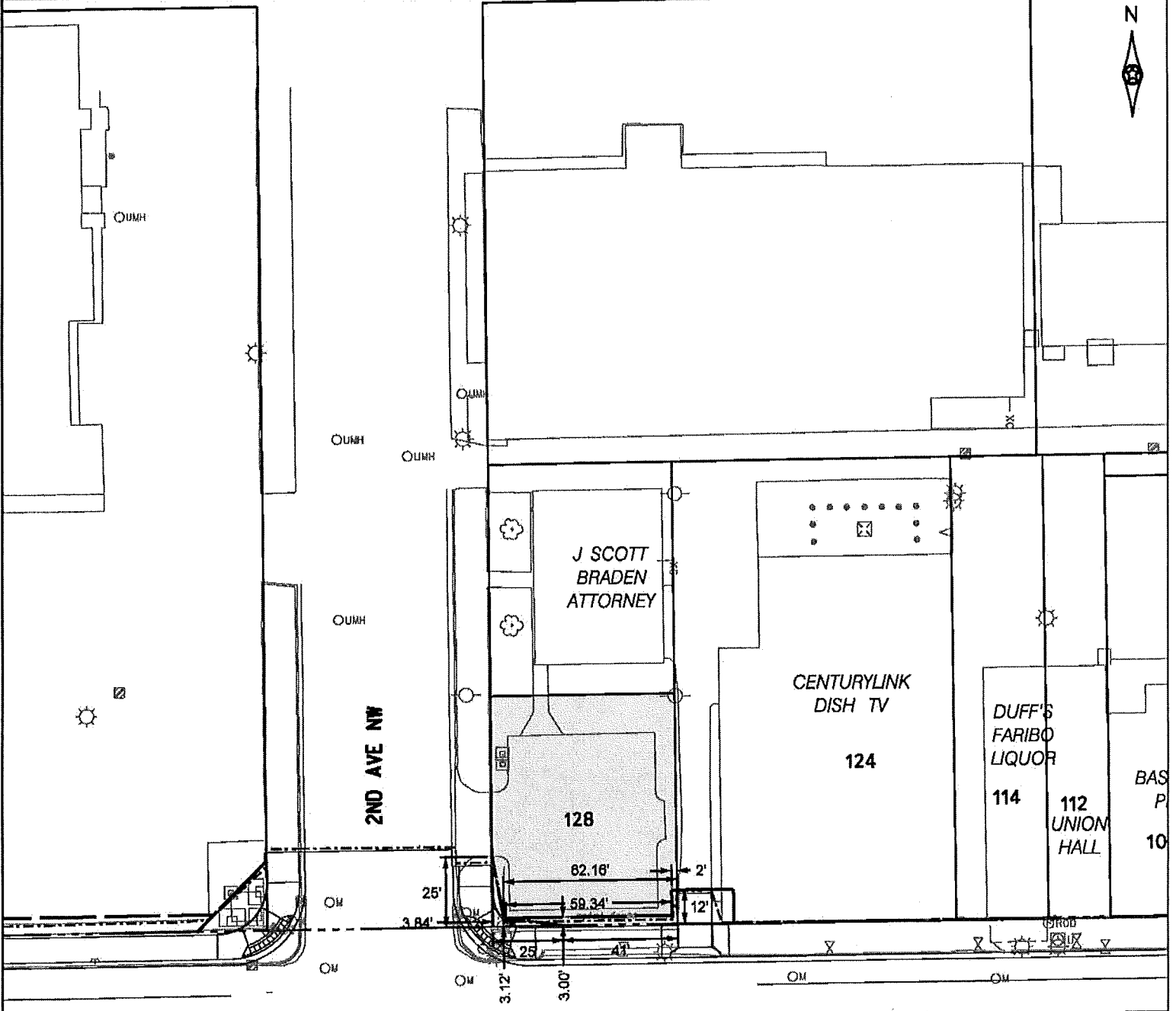
Lot lines & dimensions.

Scale 1" = 50 ft.

Outline & location of buildings & improvements. Streets or highway frontage.

S.P. 6607-50 C.S. **** (**=**) *** COUNTY RICE C.I. **

OWNER Jonathon S & Mary M Braden PARCEL NO. 13



AREA COMPUTATIONS

Entire Tract	5478 Sq. Ft.
New T.H. R/W	87 Sq. Ft.
Bal. after aca.	5346 Sq. Ft.
T.E. (Exp. 12-1-21)	172 Sq. Ft.

Layout sketch by SEH INC.

Date 3/26/2018

Parcel No. 13