



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Mark DuChene, City Engineer
MEETING DATE: March 12, 2019
SUBJECT: Approve Permanent Sidewalk Easement and Temporary Construction Easement for 2805 Cardinal Avenue

Background:

As part of the proposed improvements related to the 2019 30th Street NW Reconstruction Project (City Contract 2019-06) there are three parcels where permanent land acquisition is required to accommodate sidewalk and/or intersection improvements. The City hired Evergreen Land Services to lead the acquisition process and complete the appraisals, offers, and easement agreements.

This is the third of three easements to be acquired and is for 2805 Cardinal Avenue. The sidewalk easement is needed in order to construct the sidewalk along the north side of 30th Street NW and maintain an adequate boulevard for snow storage. The total cost of the easement acquisition is \$2,600.

Recommendation:

Approve Permanent Sidewalk Easement and Temporary Construction Easement for 2805 Cardinal Avenue

Attachments:

- Permanent Sidewalk Easement and Temporary Construction Easement for 2805 Cardinal Avenue and supporting documentation

PAYMENT AUTHORIZATION
30th Street Re-Construction
City of Faribault

PID# 18-24-2-75-001

Landowner: Clement McShane – 50%
Michael McShane – 25%
Patrick McShane – 25%

Property Address: 2805 Cardinal Avenue

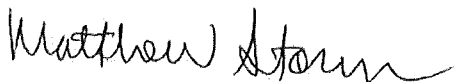
Mailing Address: Clement McShane
2235 Becker Trail
Faribault, MN 55021

Type of Document: Permanent and Temporary Easements

Date Signed: 2-15-19

Amount of compensation: \$2,600.00

Clement - \$1,300.00
Michael – \$650.00
Patrick - \$650.00



Agent

Date: 3-5-2019

PERMANENT RIGHT OF WAY EASEMENT
AND
TEMPORARY CONSTRUCTION EASEMENTS

THESE EASEMENTS are given this _____ day of _____, 2019, by Clement L. McShane, Single, 50% owner, Michael J. McShane and Barbara McShane, Husband and Wife, 25% owner, Patrick W. McShane and Mary McShane, Husband and Wife, 25% owner, collectively, (“Owner”) to the City of Faribault, a Minnesota municipal corporation, Grantee (“City”):

Recitals

- A. The Owner is the fee owner of certain real estate (the “Property”) in Rice County, Minnesota:

See Exhibit “A”

- B. In furtherance of a road improvement project, the City desires to obtain from the Owner, and the Owner desires to convey to the City:
1. Permanent Right of Way Easement;
 2. Temporary Construction Easements;

as described and shown on the attached Exhibit “B” (the “Easements”).

Easements

Grant of Easements. For good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner hereby grants and conveys to the City, its successors and assigns, the following easements:

- A. A permanent easement 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 Permanent Right-of-Way Easement shall give the City the right to construct, use and maintain a City street, sidewalk, traffic signal system and underground utilities as if said easement were deeded right of way to the City as well as to permit and regulate its use by private utilities.
- B. Temporary easements for grading, sloping, drainage and construction purposes over, under, across and through that part of the Property as described and shown on Exhibit "A". These Temporary Construction Easements shall expire on **June 15, 2020**.

The Easements shall be granted subject to the following conditions:

1. The Property shall remain subject to sale or lease; such sale or lease shall not serve to revoke these Easements.
2. The City shall comply with all applicable local, state, and federal laws, rules, or regulations affecting said Easements.
3. The Easements shall not be assignable by the City except to the Minnesota Department of Transportation or upon written consent of the Owner, except that the City is granted the right and authority to permit and regulate the use of the permanent easement areas by private utilities in accordance with City regulations.
4. The Owner reserves the right to occupy and use said Property for all purposes not inconsistent with the rights herein granted.
5. The City and its authorized agents, including contractor personnel and equipment, are granted reasonable access over other areas of the Property as may be needed to construct the improvements within the Easements.
6. Upon completion of construction, the City shall restore the easement areas pursuant to the City of Faribault's standard specifications for construction.
7. The City and the Owner agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of any others and the results thereof.
8. The permanent right-of-way easement shall run with the land unless vacated by majority vote of the City Council for the City of Faribault.

Nothing contained in here shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the

Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the liability limits provided by Minnesota Statutes Chapter 466. The Owner warrants to the City, its successors and assigns, that the Owner is well seized in fee of the Property and has good right to grant and convey the Easements and good right to make this grant to the City.

Dated: FEBRUARY 15TH, 2019

CLEMENT L. MCSHANE
MICHAEL J. MCSHANE AND BARBARA MCSHANE
PATRICK W. MCSHANE AND MARY MCSHANE

By: Clement McShane
Clement McShane

STATE OF MINNESOTA)
)SS
COUNTY OF RICE)

The foregoing instrument was acknowledged before me this 15TH day of FEBRUARY, 2019, by Clement L. McShane, Single, 50% owner, Grantor.

Matthew A. Storm
Notary Public



By: Michael J. McShane
Michael J. McShane

By: Barbara McShane
Barbara McShane

STATE OF Idaho)
)SS
COUNTY OF Ada)

The foregoing instrument was acknowledged before me this 5 day of MARCH, 2019, by Michael J. McShane and Barbara McShane, Husband and Wife, 25% owner, Grantor.

Miranda Rondeau
Notary Public

Miranda Rondeau
Notary Public
State of Idaho
Commission No. 2018-1421

Dated: _____, 2019

CITY OF FARIBAULT
A MINNESOTA MUNICIPAL
CORPORATION

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

STATE OF MINNESOTA)
)SS
COUNTY OF RICE)

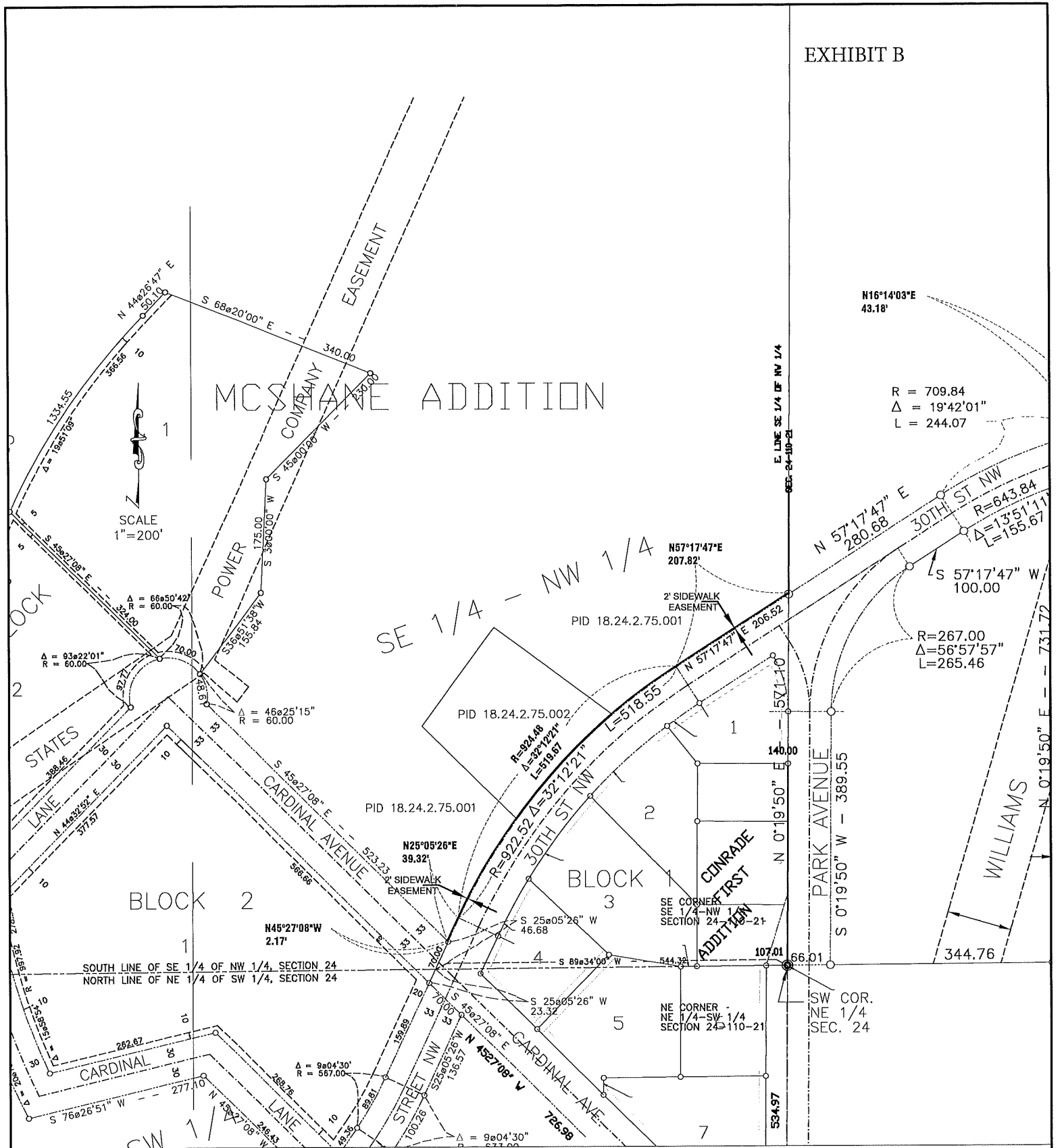
The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Kevin F. Voracek and Timothy C. Murray, Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the City of Faribault, Grantee.

Notary Public

This instrument was drafted by:
City of Faribault Engineering Dept.
208 1st Avenue NW
Faribault, MN 55021

EXHIBIT "A"

Part of the Southeast Quarter of Northwest Quarter, Section 24, Township 110 North, Range 21 West of the Fifth Principal Meridian, in the City of Faribault, Rice County, Minnesota, described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence westerly along the South line of said Northwest Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°34'00" West), 544.32 feet to a point in the northwesterly line of 30th Street Northwest and the northwesterly line of MCSHANE ADDITION; thence northeasterly along said northwesterly line of 30th Street Northwest and northwesterly line of MCSHANE ADDITION, 46.68 feet to the most easterly corner of NORTHGATE ADDITION and the point of beginning of the parcel to be herein described; thence continue along said northwesterly line of 30th Street Northwest and said northwesterly line of MCSHANE ADDITION on the following 2 courses; 1) North 25°05'26" East, 40.04 feet; 2) along a tangential curve, concave southeasterly (curve data: delta angle = 10°57'31"; radius = 922.52 feet; chord bearing and distance = North 30°34'11" East, 176.17 feet), an arc distance of 176.44 feet; thence North 45°27'08" West, 205.00 feet; thence North 36°18'37" East, 188.00 feet; thence South 53°51'25" East, 228.00 feet to a point in said northwesterly line of 30th Street Northwest and said northwesterly line of MCSHANE ADDITION; thence northeasterly along said northwesterly lines on the following 2 courses; 1) along a non-tangential curve, concave southeasterly (curve data: delta angle = 7°35'01"; radius = 922.52 feet; chord bearing and distance = North 53°30'16" East, 122.02 feet), an arc distance of 122.11 feet; 2) North 57°17'47" East, 206.52 feet to a point in the East line of said Northwest Quarter; thence North 0°19'50" East, 768.55 feet to the Northeast corner of said Southeast Quarter of Northwest Quarter; thence South 89°41'45" West along the North line of said Southeast Quarter of Northwest Quarter, a distance of 691.59 feet to a point in the southeasterly right of way line of Interstate 35; thence southwesterly along said right of way line on the following 2 courses 1) along a non-tangential curve, concave northwesterly (curve data: delta angle = 1°54'45"; radius = 2964.74 feet; chord bearing and distance = South 40°29'24" West, 98.96 feet), an arc distance of 98.97 feet; 2) along a offset spiral curve of increasing radius, concave northwesterly (center line spiral curve data: spiral angle = 3°00'00"; length of spiral = 300.00 feet; spiral offset = 100.00 feet), offset spiral chord bearing and distance = South 43°26'12" West, 305.20 feet to the most northerly corner of said NORTHGATE ADDITION; thence easterly and southerly along the northerly and easterly lines of said NORTHGATE ADDITION on the following 6 courses; 1) South 68°20'00" East, 340.00 feet; 2) South 45°00'00" West, 230.00 feet; 3) South 3°00'00" West, 175.00 feet; 4) South 36°51'38" West, 155.84 feet to a point in the northeasterly line of Cardinal Avenue; 5) southerly along a non-tangential curve, concave westerly (curve data: delta angle = 46°25'15"; radius = 60.00 feet; chord bearing and distance = South 12°01'47" East, 47.29 feet), an arc distance of 48.61 feet; 6) South 45°27'08" East, along said northeasterly line of Cardinal Avenue, 523.23 feet to said point of beginning.



City of **Faribault**
ENGINEERING DEPARTMENT
 PROPOSED PERMANENT
 SIDEWALK EASEMENT

to the most easterly corner of NORTHGATE ADDITION thence North 45°27'08" West, 2.17 feet to the point of beginning of the line to be herein described; thence continue along a line parallel with the northwesterly line of 30th Street Northwest and said northwesterly line of MCSHANE ADDITION on the following 2 courses; 1) North 25°05'26" East, 39.32 feet; 2) along a tangential curve, concave southeasterly (curve data: delta angle = 32°12'21"; radius = 924.48 feet; chord bearing and distance = North 41°11'32" East, 512.86 feet), an arc distance of 519.67 feet; thence North 57°17'47" East, 207.82 feet to a point in the East line of said Northwest Quarter on the eastern line of said parcel and there terminating;

Containing 1,113 square feet, more or less.

Together with a temporary easement, under, over and across the following portions of the above described parcel which lies southerly and easterly of the following described line:

Commencing at the Southeast corner of said Northwest Quarter; thence westerly along the South line of said Northwest Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°34'00" West), 544.32 feet to a point in the northwesterly line of 30th Street Northwest and the northwesterly line of MCSHANE ADDITION; thence northeasterly along said northwesterly line of 30th Street Northwest and northwesterly line of MCSHANE ADDITION, 46.68 feet to the most easterly corner of NORTHGATE ADDITION thence North 45°27'08" West, 5.35 feet to the point of beginning of the line to be herein described; thence continue along a line parallel with the northwesterly line of 30th Street Northwest and said northwesterly line of MCSHANE ADDITION on the following 2 courses; 1) North 25°05'26" East, 38.27 feet; 2) along a tangential curve, concave southeasterly (curve data: delta angle = 32°12'21"; radius = 927.48 feet; chord bearing and distance = North 41°11'32" East, 514.52 feet), an arc distance of 521.36 feet; thence North 57°17'47" East, 209.77 feet to a point in the East line of said Northwest Quarter on the eastern line of said parcel and there terminating;

Except that portion that lies southeasterly of the following described line:

Commencing at the Southeast corner of said Northwest Quarter; thence westerly along the South line of said Northwest Quarter (for purposes of this description bearings are assumed and based on said South line being South 89°34'00" West), 544.32 feet to a point in the northwesterly line of 30th Street Northwest and the northwesterly line of MCSHANE ADDITION; thence northeasterly along said northwesterly line of 30th Street Northwest and northwesterly line of MCSHANE ADDITION, 46.68 feet to the most easterly corner of NORTHGATE ADDITION thence North 45°27'08" West, 2.17 feet to the point of beginning of the line to be herein described; thence continue along a line parallel with the northwesterly line of 30th Street Northwest and said northwesterly line of MCSHANE ADDITION on the following 2 courses; 1) North 25°05'26" East, 39.32 feet; 2) along a tangential curve, concave southeasterly (curve data: delta angle = 32°12'21"; radius = 924.48 feet; chord bearing and distance = North 41°11'32" East, 512.86 feet), an arc distance of 519.67 feet; thence North 57°17'47" East, 207.82 feet to a point in the East line of said Northwest Quarter on the eastern line of said parcel and there terminating;

Containing 1,677 square feet, more or less.